



GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

**COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR) /  
MITIGATION (CDBG-MIT)**

**AGREEMENT FOR  
PLANNING PROGRAM MANAGEMENT SERVICES  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND  
ATKINS CARIBE, LLP**



This **AGREEMENT FOR PLANNING PROGRAM MANAGEMENT SERVICES** (**Agreement** or **Contract**) is entered into in San Juan, Puerto Rico, this 13 of July, 2023, by and between the **PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)**, a public agency created under Act No. 97 of June 10, 1972, as amended, 3 LPRA § 441, *et seq.*, known as the "Organic Act of Department of Housing" with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of Guaynabo, Puerto Rico, in his capacity as Secretary; and **ATKINS CARIBE, LLP (CONTRACTOR)**, with principal offices in 15 Street 1 Metro Office Park STE 400, Guaynabo, Puerto Rico, herein represented Raymundo A. Martínez Ojeda, in his capacity as Director of Operations, of married, and resident of Rockville, Maryland, duly authorized by Resolution by the CONTRACTOR.

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**WHEREAS**, on September 2017, Hurricanes Irma and María made landfall in Puerto Rico causing catastrophic island-wide damage, knocking out power, water, and telecommunications for the entire island and its island municipalities. Hurricane María caused major structure and infrastructure damage to family homes, businesses and government facilities triggering the displacement of thousands of residents of the Island from their homes and jobs.

**WHEREAS**, under the Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017, signed into law on September 8, 2017 (Pub. L. 115-56), \$1.5 billion were allocated by the U.S. Department of Housing and Urban Development (**HUD**) for disaster recovery assistance to the Government of Puerto Rico under the Community Development Block Grant – Disaster Recovery (**CDBG-DR**) Program. These funds are intended to provide financial assistance to address unmet needs that arise and that are not covered by other sources of financial aid.

**WHEREAS**, on February 9, 2018, a Notice was published in the Federal Register, Vol. 83, No. 28 (83 FR 5844), that allocated \$1.5 billion for disaster recovery assistance to the Government of Puerto Rico.

**WHEREAS**, under the Bipartisan Budget Act of 2018, signed into law February 9, 2018 (Pub. L. 115-123), an additional \$8.22 billion were allocated by HUD for disaster recovery assistance to the Government of Puerto Rico under CDBG-DR.

**WHEREAS**, pursuant to a letter dated February 23, 2018, sent by the former Governor of Puerto Rico to the Secretary of HUD, the PRDOH is the governmental agency designated as the grantee of the CDBG-DR funds allocated to the Government of Puerto Rico.

**WHEREAS**, on August 14, 2018, a Notice was published in the Federal Register Vol. 83, No. 157, (83 FR 40314) that made an additional allocation to Puerto Rico of \$8.22 billion for recovery. With these allocations of funding, the PRDOH aims to lead a transparent, comprehensive recovery to benefit the residents of Puerto Rico. PRDOH holds accountability and is committed to the responsible, efficient, and transparent administration of CDBG-DR grant funding.

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**WHEREAS**, On September 20, 2018, the Governor of Puerto Rico and the Secretary of HUD signed the Grant Agreement.

**WHEREAS**, under the Further Additional Supplemental Appropriations Act for Disaster Relief Requirements Act, 2018, (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, Pub. L. 115-123, approved February 9, 2018), \$8.285 billion were allocated by HUD for mitigation activities and assistance to the Government of Puerto Rico under the Community Development Block Grant – Mitigation (**CDBG-MIT**) Program. These funds are intended to provide financial assistance in areas impacted by recent disasters. Moreover, CDBG-MIT funds represent a unique and significant opportunity for Puerto Rico to carry out strategic and high-impact activities to mitigate disaster risks and reduce future losses.

**WHEREAS**, on August 30, 2019, a Notice was published in the Federal Register, Vol. 84, No. 169, (84 FR 45838), which described the grant requirements and procedures applicable to future allocations of CDBG-MIT funds to the Government of Puerto Rico.

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**WHEREAS**, on May 12, 2021, the PRDOH Secretary and the Secretary of HUD signed Grant Agreement Number B-18-DP-72-0002; allowing PRDOH access to \$8,285,284,000 in CDBG-MIT funding, obligated under Pub. L. 115-123, as amended.

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**WHEREAS**, the PRDOH is the government agency designated as the grantee of the CDBG-MIT funds allocated to the Government of Puerto Rico.

**WHEREAS**, the PRDOH is interested in contracting a Program Management Services Firm to assist PRDOH with the implementation and administration of the CDBG-DR and the CDBG-MIT Planning Program(s). This firm will support PRDOH's objectives of ensuring compliance with all CDBG-DR/MIT, HUD and applicable federal and local requirements, rules and regulations, as well as in PRDOH's objectives of the Action Plan, as amended, and adequately coordinating and monitoring all CDBG-DR/MIT related activities.

**WHEREAS**, on October 25, 2022, the PRDOH issued the Request for Proposals CDBG-DRMIT-RFP-2022-11 for Planning Programs Management Services to procure Program Management (PM) services for the implementation and administration of the CDBG-DR and the CDBG-MIT Planning Program(s) and other strategic planning initiatives under their respective Action Plans and subsequent Action Plan Amendments. This request was placed through CDBG-DR/MIT website and the *Registro Único de Subasta (RUS)*. Through this procurement process, the PRDOH received **three (3) proposals**. The proposals were evaluated by an Evaluation Committee appointed pursuant to Administrative Order No. 23-04 dated January 17, 2023 (AO 23-0). The Evaluation Committee performed an evaluation of the proposals based on the criteria stated in the RFP.

**WHEREAS**, on December 8, 2022, the CONTRACTOR submitted a Proposal, which fully complied with the requirements set forth by the PRDOH.

**WHEREAS**, the CONTRACTOR has duly adopted a Resolution dated November 15, 2022, authorizing the CONTRACTOR, via its Director of Operations, Raymundo A. Martínez Ojeda, to enter into the Agreement with the PRDOH.

**WHEREAS**, the PRDOH desires to enter into an agreement with **ATKINS CARIBE, LLP** to secure its services and accepts the CONTRACTOR's Proposal and reasonable costs, and the CONTRACTOR by its acceptance of the terms and conditions of this Agreement is

ready, willing and able to provide the requested services contemplated under this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and the terms and conditions set forth herein, the PRDOH and the CONTRACTOR agree as follows:

**I. TYPE OF CONTRACT**

**Contract Type:** This is an hourly contract. Under this Agreement, the CONTRACTOR shall submit monthly invoices to the PRDOH based on the Compensation Schedule (**Attachment C**) and as the services are rendered. Any and all changes and/or modifications to this Agreement shall be in writing and must be signed by both parties.

**Attachments Incorporated:** The following attachments are incorporated into this Agreement by reference and are hereby made part of this Agreement:

<b>Attachment A</b>	Proposal
<b>Attachment B</b>	Scope of Services
<b>Attachment C</b>	Compensation Schedule
<b>Attachment D</b>	Performance Requirements
<b>Attachment E</b>	Insurance Requirements
<b>Attachment F</b>	HUD General Provisions
<b>Attachment G</b>	Contractor Certification Requirement
<b>Attachment H</b>	Non-Conflict of Interest Certification

All Attachments hereto are fully incorporated herewith such that the terms and conditions of the Attachments shall be as binding as any terms and conditions of this executed written Agreement. The Agreement shall prevail if any inconsistency appears between the Attachments and this Agreement.

**II. TERM OF AGREEMENT**

- A.** This Agreement shall be in effect and enforceable between the parties from the date of its execution. The Term of this Agreement will be for a performance period of **twenty-four (24) months**, ending on July, 12, 2025.
- B. Contract Extensions:** PRDOH may, at its sole discretion, extend the Agreement's term up to **three (3) additional annual extensions**, upon mutual written agreement of the parties.
- C.** The term of this Agreement shall not exceed the lifetime of the initial Grant Agreement between PRDOH and HUD unless the term of the initial Grant Agreement is extended by HUD, in which case the Agreement shall not exceed said extended period.

**III. SCOPE OF SERVICES**

The CONTRACTOR will provide the services described in **Attachment B** of the Agreement. The parties agree that the CONTRACTOR shall furnish all permits, consents, licenses, equipment, software, and supplies necessary to perform the Services, at the CONTRACTOR's sole cost.

#### IV. COMPENSATION AND PAYMENT

- A. The PRDOH agrees to pay the CONTRACTOR for allowable Services rendered under this Agreement in accordance with the rates and amounts described in **Attachment C** of this Agreement.
- B. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **FIVE MILLION SIX HUNDRED THIRTY-SIX THOUSAND FIVE HUNDRED TWENTY DOLLARS (\$5,636,520.00)**; **Account Numbers: MITP01RAD-DOH-NA/6090-01-000 and R02P02CRP-FPR-NA/6090-01-000.**
- C. Such payment shall be compensation for all allowable services required, performed, and accepted under this Agreement included in **Attachment C** and **Attachment D**.
- D. Any additional funds to complete the services requested by the PRDOH to the CONTRACTOR will be subject to evaluation before acceptance as well as funds availability and will require an amendment to this Agreement.
- E. The CONTRACTOR shall submit an invoice to PRDOH on a monthly basis. Said invoice must be submitted including all required invoice supporting documents, including but not limited to monthly reports, timesheets, invoice and photos evidence, expense plan and/or work projections. If PRDOH determines that the submitted invoice and supporting documents are acceptable, then the invoice will be approved for payment.
- F. The services rendered under the Agreement, shall be payable within **forty-five (45) business days** from the date the invoice is received and approved by a PRDOH representative for payment. If PRDOH raises any objections, PRDOH will return the invoice for corrections and the CONTRACTOR shall modify the invoice and return it within **five (5) business days**. Once the CONTRACTOR returns the modified invoice, the PRDOH shall resume and conclude the payment process within the next **forty-five (45) business days**.
- G. An authorized representative of the PRDOH will review each invoice and, if adequate, will approve and process its payment. Payments to the CONTRACTOR shall be made by electronic funds transfer (**EFT**). PRDOH reserves the right to conduct any audits it deems necessary. The CONTRACTOR agrees to cooperate fully with any such audit or audits.
- H. While providing the services under this Agreement, the CONTRACTOR must adhere to applicable requirements of the CDBG-DR/MIT grant. If the CONTRACTOR performs ineligible activities under the CDBG-DR/MIT grant or program, the CONTRACTOR cannot include them in the invoice for payment to the CONTRACTOR.
- I. CONTRACTOR shall be liable to the PRDOH for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement. CONTRACTOR shall reimburse such disallowed costs from funds other than those CONTRACTOR received under this Agreement.
- J. The CONTRACTOR acknowledges and agrees to repay any CDBG-DR/MIT funds used for ineligible costs.

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- K. In order for the CONTRACTOR to receive payment for any work performed hereunder, the following certification must be included in each application for payment or invoice submitted to the PRDOH for payment:

**“Under penalty of absolute nullity, I hereby certify that no public servant of the government entity is a party to or has an interest of any kind in the profits or benefits to be obtained under the contract which is the basis of this invoice, and should he be a party to, or have an interest in, the profits or benefits to be obtained under the contract, a waiver has been previously issued. The only consideration to provide the contracted goods or services under the contract is the payment agreed upon with the authorized representative of the government entity. The amount that appears in the invoice is fair and correct. The work has been performed, the goods have been delivered, and the services have been rendered, and no payment has been received therefor.”**

#### V. REIMBURSABLE EXPENSES

The PRDOH will not reimburse any costs incurred by the CONTRACTOR not included in the approved Proposal or in an executed written amendment.

#### VI. ADDITIONAL SERVICES

Should additional services be needed by the PRDOH, such additional services shall be agreed upon by the parties in a written document signed by both parties, prior to the issuance of a notice to proceed with the performance of such additional services.

#### VII. OWNERSHIP AND USE OF DOCUMENTS

- A. With the exception of the CONTRACTOR's working papers, the CONTRACTOR acknowledges the PRDOH's ownership of all information, drafts, documents, reports, papers, and other materials developed and prepared by the CONTRACTOR, its agents or representatives, for purposes of performing key obligations hereunder. In the event of any termination, the CONTRACTOR shall deliver such information, drafts, reports, papers and other materials to the PRDOH, in document form or as computer program data, and the CONTRACTOR recognizes the PRDOH's right to request such documentation or computer program data. If the CONTRACTOR fails to deliver said information, the PRDOH may seek a judicial order to enforce its rights.
- B. Proof of expenditures incurred by the CONTRACTOR on behalf of PRDOH shall be made available to PRDOH. The CONTRACTOR agrees to maintain accurate records and files of all contract documents, correspondence, book estimates, bills, and other information related to the CONTRACTOR account. These documents shall be open for the PRDOH examination at all reasonable times during the term of this Agreement, and up to **five (5) years** from the closeout of the grant to the state, or the period required by other local applicable laws and regulations.

#### VIII. DOCUMENTATION AND RECORDKEEPING

- A. **Records to be Maintained:** The CONTRACTOR shall maintain records of the state and units of general local government, including supporting documentation, which shall be retained for the greater of **five (5) years** from the closeout of the grant to the state, or the period required by other local applicable laws and regulations. Such

records include but are not limited to: Records providing a full description of each activity undertaken; Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR/MIT program; Records required to determine the eligibility of activities; Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-DR/MIT assistance; Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG-DR/MIT program regulations; Financial records as required by 24 C.F.R. § 570.506, and 2 C.F.R. part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and other records necessary to document compliance with this agreement, any other applicable Federal statutes and regulations, and the terms and conditions of PRDOH's Federal award.

- B. Access to Records:** The CONTRACTOR shall permit the PRDOH and auditors to have access to the CONTRACTOR's records and financial statements as necessary for the PRDOH to meet its audit requirements under the Federal award.
- C. Record Retention and Transmission of Records to the PRDOH:** Prior to close out of this Agreement, the CONTRACTOR must transmit to the PRDOH records sufficient for the PRDOH to demonstrate that all costs under this Agreement met the requirements of the Federal award.
- D. CONTRACTOR's Data and Privileged Information:** The CONTRACTOR is required to maintain confidential data demonstrating client eligibility for activities provided under this Agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided.
- E. PII Policy:** The CONTRACTOR must comply with the PRDOH CDBG-DR/MIT Personal Identifiable Information Policy, as found in the CDBG-DR/MIT Website ([www.cdbg-dr.pr.gov](http://www.cdbg-dr.pr.gov)), which is herein included and made an integral part of this Agreement, as it may be updated from time to time.

#### IX. ACCESS TO RECORDS

- A.** The CONTRACTOR agrees to provide the Government of Puerto Rico, PRDOH, HUD's Secretary, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B.** The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

#### X. NON-DISCLOSURE AND CONFIDENTIALITY

- A. Confidential Information; Definition:** The term Confidential Information as used throughout this Section, means any information concerning PRDOH operations and that of its CONTRACTOR (e.g., the projects, computer processing systems, object and source codes and other PRDOH business and financial affairs). The term Confidential Information shall also deem to include all notes, analysis, compilation, studies and interpretation or other documents prepared by CONTRACTOR, its agents or representatives, in connection with PRDOH operations.

- B. Non-Disclosure:** CONTRACTOR agrees to take all reasonable steps or measures to keep confidential all Confidential Information and will not, at any time, present or future, without PRDOH express written authorization, signed by the Secretary of the PRDOH, use or sell, market or disclose any Confidential Information to any third party, contractor, corporation, or association for any purpose whatsoever. CONTRACTOR further agrees that, except as they relate to the normal course of the service, the CONTRACTOR will not make copies of the Confidential Information except upon PRDOH express written authorization, signed by an authorized representative of PRDOH, and will not remove any copy or sample of Confidential Information without prior written authorization from PRDOH. CONTRACTOR retains the right to control its work papers subject to these confidentiality provisions.
- C. Return Documents:** Upon receipt of written request from the PRDOH, CONTRACTOR will return to PRDOH all copies or samples of Confidential Information which, at the time of the notice are in CONTRACTOR's or its agent's possession. CONTRACTOR reserves the right to retain a set of its work papers.
- D. Equitable Relief:** The CONTRACTOR acknowledges and agrees that a breach of the provision of subparagraph B and C of this Section may cause PRDOH to suffer irreparable damage that could not be remedied or compensated adequately only by mere monetary retribution. The CONTRACTOR further agrees that money damages may not be a sufficient remedy for any breach of this Section. Accordingly, the CONTRACTOR agrees that PRDOH shall have the right to seek injunctive relief and the specific performance of the provisions of this Section to enjoin a breach or attempted breach of the provision hereof, such right being in addition to any and all other rights and remedies that are available to PRDOH by law, equity, or otherwise.

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## **XI. PERFORMANCE WARRANTY**

- (a) CONTRACTOR warrants that it will perform all work and provide all Deliverables under this Contract in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- (b) CONTRACTOR warrants that all Deliverables it completes under this Contract shall: meet or exceed the standards of CONTRACTOR's trade, profession, or industry; meet or exceed the specifications set forth in the Attachments to this Agreement; and be fit for ordinary use, of good quality, and with no material defects, if applicable.
- (c) If CONTRACTOR submits Deliverables that do not meet specifications, fails to complete Deliverables timely, or fails to perform its obligation under this Contract, PRDOH may require CONTRACTOR, at its sole expense, if applicable, to:
1. repair or replace Deliverables that do not meet specifications;
  2. refund payment for Deliverables that do not meet specifications and accept the return of such Deliverables;
  3. pay liquidated damages for any past due Deliverable; and
  4. take necessary action to ensure that future performance and Deliverables meet specifications and conform to the Contract.

## **XII. TERMINATION**

- A. Termination for Cause or Default:** The PRDOH may terminate this Agreement, in whole or in part, because of CONTRACTOR's failure to fulfill any of its obligations. The PRDOH shall terminate this Agreement by delivering to the CONTRACTOR a **thirty (30)**

**calendar day** notice of termination specifying the extent to which the performance of the service under this Agreement is terminated, the reason therefor and the effective date of termination. CONTRACTOR shall, upon written notice, be provided a **ten (10) calendar day** opportunity to cure the alleged defect that resulted in the perceived default. If the defect is not cured within that period of time, CONTRACTOR shall immediately discontinue all such services being terminated and deliver to the PRDOH all information, notes, drafts, documents, analysis, reports, compilations, studies and other materials accumulated or generated in performing the services contemplated in this Agreement, whether completed or in process. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the PRDOH for damage sustained to PRDOH CDBG-DR/MIT Program by virtue of any breach of the Agreement by the CONTRACTOR. The PRDOH may withhold any payments to the CONTRACTOR, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the PRDOH by the CONTRACTOR. PRDOH shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.

- B. Termination for Convenience:** The PRDOH may terminate this Agreement, in whole or in part, whenever the PRDOH determines that such termination is necessary or convenient to the Agency. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a **thirty (30) calendar days'** notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination. PRDOH shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.
- C. Termination by Unilateral Abandonment:** The PRDOH will consider this Agreement immediately terminated, in the event that the CONTRACTOR unilaterally and without prior notice, chooses to abandon (in any shape, form or fashion) cease and desist in the specific performance of its general and particular duties and responsibilities as agreed in this Agreement. Upon the knowledge of such event, the PRDOH will not be held liable and will immediately, automatically and retroactively deduct from any future reimbursement, all funds from the day such unilateral abandonment took place. The PRDOH will not be compelled to continue the performance of this Agreement, should the CONTRACTOR breach this Agreement by unilateral abandonment. For the purposes of this Section, Abandonment shall mean that CONTRACTOR voluntarily and intentionally disavows its contractual duties in a manner that is overt and without question a relinquishment of said contractual duties.
- D. Unilateral Termination:** The PRDOH may terminate this Agreement, in whole or in part, at PRDOH's sole discretion, with or without cause, at any time. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a **thirty (30) calendar days'** notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination.

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- E. Suspension:** The PRDOH may suspend this Agreement in whole or in part at any time for the PRDOH's convenience. The PRDOH shall give the CONTRACTOR **five (5) business days'** written notice of such suspension. Upon receipt of said notice the CONTRACTOR shall immediately discontinue all Services affected.
- F. Immediate Termination:** In the event the CONTRACTOR is subjected to a criminal or civil action, suit, proceeding, inquiry or court of applicable jurisdiction, or any governmental agency, or the CONTRACTOR shall be subject to an order, judgment, or opinion, issued by any federal or local authority, a court of applicable jurisdiction, or any governmental agency, in connection with the execution, delivery, and performance by the CONTRACTOR of this Agreement or the CONTRACTOR of this Agreement has been noncompliant, breach, inaccuracy of any representation, warranties, covenants, or the certifications provided herein, whether the noncompliance, breach or inaccuracy takes place before or after the execution of this Agreement, the PRDOH shall have the right to the immediate termination of this Agreement notwithstanding, any provisions to the contrary herein. This Section will apply in the event of any judgment that may obligate the PRDOH to terminate the Agreement pursuant to Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico.
- G. Period of Transition:** Upon termination of this Agreement, and for **ninety (90) consecutive calendar days** thereafter (the Transition Period), CONTRACTOR agrees to make himself available to assist the PRDOH with the transition of services assigned to CONTRACTOR by the PRDOH. CONTRACTOR shall provide to the PRDOH the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the Services to the PRDOH or a third party designated by the PRDOH. PRDOH reserves the right to provide for the execution of a Transition Services Agreement for the Transition Period. In such instance, the CONTRACTOR will be paid at a reasonable, agreed upon, hourly rate for any work performed for the PRDOH during the Transition Period. Moreover, during that Transition Period, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH.

### **XIII. PENALTIES AND LIQUIDATED DAMAGES**

#### **A. Penalties**

1. In the event the CONTRACTOR is determined to have engaged in any proscribed conduct or otherwise is in default as to any applicable term, condition, or requirement of this Agreement, at any time following the Effective Date of the Agreement, the CONTRACTOR agrees that PRDOH may impose sanctions against the CONTRACTOR for any default in accordance with **Attachment B** and **Attachment D** and this Section. Refer to all required provisions set forth at 2 C.F.R. § 200.326 and 24 C.F.R. § 570.489(g), if applicable, and the Contract and Subrecipient Agreement Manual, Section 2, Subsection 2.4.1(a), as found in the CDBG-DR/MIT Website ([www.cdbg-dr.pr.gov](http://www.cdbg-dr.pr.gov)) which is herein included and made an integral part of this Agreement, as it may be updated from time to time.
2. If the CONTRACTOR fails to comply with federal statutes, regulations or the terms and conditions of the Agreement, PRDOH may take one or more of the following actions:
  - i. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.

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- ii. Disallow all or part of the cost of the activity or action not in compliance.
- iii. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. part 180.
- iv. Withhold further Federal awards for the project or program.
- v. Take other remedies that may be legally available.

#### **B. Liquidated damages**

The CONTRACTOR shall pay to PRDOH, as liquidated damages, **one hundred fifty dollars (\$150.00)** for each calendar day that any task deliverable required is late until deemed in compliance subject to a maximum of **one thousand five hundred dollars (\$1,500.00)** established in this Contract between PRDOH and the CONTRACTOR, in accordance with **Attachment B** and **Attachment D**. Said sum, in view of the difficulty of accurately ascertaining the loss which PRDOH will suffer by reason of delay in the completion of the Work hereunder, is hereby fixed and agreed as the liquidated damages that PRDOH will suffer by reason of such delay. Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the PRDOH's right to indemnification, or the CONTRACTOR's obligation to indemnify the PRDOH pursuant to this Contract, or to any other remedy provided for in this Contract or by Law. Liquidated damages may be assessed at the sole discretion of PRDOH. For the purpose of applying and calculating such liquidated damages, a grace period of **ten (10) business days** shall be observed. The PRDOH may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages due to the PRDOH per the formula above, the CONTRACTOR shall be liable to pay the difference.

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#### **XIV. LIABILITY**

In no event, the PRDOH shall be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any person has been advised of the possibility of such damages. Third parties operating under this program, with their agency, will have their own general civil and criminal liability imposed by law towards the PRDOH, the CONTRACTOR and any citizen.

The CONTRACTOR shall carry the insurances as are required by law (if applicable), as set forth below. The CONTRACTOR shall furnish PRDOH certificates of insurance.

#### **XV. INSURANCE**

##### **A. Required Coverage**

The CONTRACTOR shall keep in force and effect for the period beginning from the execution of the Agreement and ending at the completion of all services to be provided hereunder, insurance policies in compliance with the Insurance Requirements, attached hereto and made an integral part hereof as **Attachment E**. The CONTRACTOR shall meet all other insurance requirements as may be imposed by PRDOH from time to time.

Upon the execution of this Agreement, the CONTRACTOR shall furnish PRDOH with original and two (2) certified copies of the insurance policies described in **Attachment E** and any other evidence PRDOH may request as to the policies' full force and effect.

Any deductible amount, under any of the policies, will be assumed in whole by the CONTRACTOR for any and all losses, claims, expenses, suits, damages, costs, demands or liabilities, joint and several of whatever kind and nature arising from the Agreement resulting from this solicitation by and between the CONTRACTOR and PRDOH.

The PRDOH shall not be held responsible under any circumstances for payments of any nature regarding deductibles of any Commercial Liability Policies for the aforementioned Agreement.

## **B. Endorsements**

Each insurance policy maintained by the CONTRACTOR must be endorsed as follows:

1. PRDOH, Government of Puerto Rico, HUD and its officers, agents and employees are named as additional insured (except Worker's Compensation) but only with respect to liability arising out of tasks performed for such insured by or on behalf of the named insured.
2. To provide waiver of subrogation coverage for all insurance policies provided or herein in favor of PRDOH and its respective officers, agents and employees.
3. The insurer shall be required to give PRDOH written notice at least **thirty (30) days** in advance of any cancellation in any such policies.

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The CONTRACTOR shall furnish to PRDOH, prior to commencement of the work, certificates of insurance from insurers with a rating by the A.M. Best Co. of B+ and five (5) or over on all policies, reflecting policies in force, and shall also provide certificates evidencing all renewals of such policies. Insurers shall retain an A.M. Best Co. rating of B+ and five (5) or over on all policies throughout the term of this Agreement and all policy periods required herein. The insurance company must be authorized to do business in Puerto Rico and be in good standing.

## **C. Related Requirements**

The CONTRACTOR shall furnish original Certificates of Insurance evidencing the required coverage to be in force on the Effective Date of Agreement. In the case of Payment and Performance Bond, Certificate of Authority, Power of Attorney and Power of Attorney License issued by the Commissioner of Insurance shall be furnished. THE REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO THE CONTRATOR COMMENCING WORK. NO CONTRACTOR OR ITS AUTHORIZED REPRESENTATIVES ARE TO BEGIN THEIR RESPONSIBILITIES UNDER THE AGREEMENT PRIOR TO FULL COMPLIANCE WITH THIS REQUIREMENT AND NOTIFICATION FROM PRDOH TO PROCEED.

Renewal Certificates of Insurance or such similar evidence is to be received by the Contract Administration of the Legal Division and/or the Finance area of the CDBG-DR/MIT program prior to expiration of insurance coverage. At PRDOH's option, non-compliance will result in one or more of the following actions: (1) The PRDOH will purchase insurance on behalf of the CONTRACTOR and will charge back all cost to the CONTRACTOR; (2) all payments due the CONTRACTOR will be held until the CONTRACTOR has complied with the Agreement; and/or (3) The CONTRACTOR will be assessed **Five Thousand Dollars (\$5,000.00) for every day of non-compliance**.

The receipt of any certificate does not constitute agreement by PRDOH that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of the Agreement. The insurance policies shall provide for **thirty (30) days'** written notice to be given to PRDOH in the event coverage is substantially changed, cancelled or non-renewed.

The CONTRACTOR shall require all subcontractors or consultants to maintain in force all insurance policies and/or bonds necessary to cover their individual participation in the risk or risks related to the subcontracted work or service to be rendered. The CONTRACTOR may provide the coverage for any or all of its subcontractors and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined above.

The CONTRACTOR expressly understands and agrees that whenever the CONTRACTOR is covered by other primary, excess, or excess contingent insurance that, any insurance or self-insurance program maintained by PRDOH shall apply in excess of and will not contribute with insurance provided by the CONTRACTOR under this Agreement.

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#### **XVI. HOLD HARMLESS**

The CONTRACTOR and its affiliates, its successors and assignees will indemnify the PRDOH from any damages and/or losses arising out of any breach of this Agreement by the CONTRACTOR or against personal injuries or property damage resulting from any act of negligence or omission by the CONTRACTOR and its affiliates in connection with this Agreement.

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#### **XVII. FORCE MAJEURE**

In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, pandemic officially declared by the Government of Puerto Rico, strike, labor dispute or unrest, embargo, war, insurrection or civil unrest, any Force Majeure including inclement weather, herein collectively referred to as Force Majeure during the term of this Agreement, neither the PRDOH nor the CONTRACTOR shall be liable to the other party for nonperformance during the conditions created by such event. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date.

The CONTRACTOR shall notify the PRDOH in writing as soon as possible, but in any event within **ten (10) business days** of the occurrence of the Force Majeure event and describe in reasonable detail the nature of the Force Majeure event, how the non-performance or delay relates to or arises from the Force Majeure event, its anticipated duration and any action taken to minimize its effect. The CONTRACTOR may be entitled to reasonable adjustments in schedules, among other measures, in the foregoing circumstances. If non-performance continues for more than **thirty (30) days**, without reasonable justification, the PRDOH may terminate this Agreement immediately upon written notification to the CONTRACTOR.

#### **XVIII. CONFLICTS OF INTEREST**

The CONTRACTOR shall comply with the ethics requirements set forth herein and warrant that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which

the nature of the work under a PRDOH contract and CONTRACTOR'S organizational, financial, contractual or other interest are such that:

- a) Award of the Agreement may result in an unfair competitive advantage; or
- b) The CONTRACTOR's objectivity in performing the contract work may be impaired.

The CONTRACTOR agrees that if after award he or she discovers an organizational conflict of interest with respect to this Agreement, it shall make an immediate (within the next **seventy-two (72) hours** and full disclosure in writing to the Contracting Officer, which shall include a description of the action, which the CONTRACTOR has taken or intends to take to eliminate or neutralize the conflict. The CONTRACTOR will disclose the details of any existing or future contract to provide services to third parties participating or for the purpose to participate in disaster recovery programs or projects in Puerto Rico. The PRDOH may, however, terminate the Agreement for the convenience of PRDOH if it would be in its best interest.

In the event the CONTRACTOR was aware of an organizational conflict of interest before the award of this Agreement and did not disclose the conflict to the Contracting Officer, the PRDOH may terminate the Agreement for default.

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The provisions of this clause shall be included in all subcontracts and/or consulting agreements wherein the work to be performed is similar to the services provided by the CONTRACTOR. The CONTRACTOR shall include in such subcontracts and consulting agreements any necessary provision to eliminate or neutralize conflicts of interest.

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#### **XIX. INDEPENDENT CONTRACTOR**

The relationship of the CONTRACTOR to PRDOH shall be that of an independent CONTRACTOR rendering professional services. Neither the CONTRACTOR nor any personnel of the CONTRACTOR shall have any authority to execute contracts or make commitments on behalf of PRDOH. Nothing contained herein shall be deemed to create the relationship of employer/employee, principal/agent, joint venture or partner between the CONTRACTOR and PRDOH. Further, the CONTRACTOR recognizes that in view of its status as an independent CONTRACTOR, neither it nor its employees or subcontractors will be entitled to participate in or receive any fringe benefits normally granted to PRDOH employees under such programs, including, but not limited to, worker's compensation, voluntary disability, travel accident insurance, medical/dental insurance, life insurance, long-term disability, holiday pay, sick pay, salary continuation pay, leaves of absence (paid or unpaid), pension plan and savings plan.

The CONTRACTOR shall have exclusive control over its employees and subcontractors (and the CONTRACTOR's employees and subcontractors are herein, collectively, referred to as the "CONTRACTOR Personnel"), its labor and employee relations and its policies relating to wages, hours, working conditions and other employment conditions. The CONTRACTOR has the exclusive right to hire, transfer, suspend, lay off, recall, promote, discipline, discharge and adjust grievances with its CONTRACTOR Personnel. The CONTRACTOR is solely responsible for all salaries and other compensation of its CONTRACTOR Personnel who provide Services.

The CONTRACTOR is solely responsible for making all deductions and withholdings from its employees' salaries and other compensation and paying all contributions, taxes and assessments, including union payments. The CONTRACTOR shall be responsible for and shall defend, indemnify and hold harmless PRDOH, and its agents, officers, directors,

employees, representatives, CONTRACTOR's, successors and assigns against all costs, expenses and liabilities, including without limitation reasonably prudent attorneys' fees relative to the situation, in connection with the CONTRACTOR's employment and/or hiring of any CONTRACTOR Personnel providing any of the Services, including without limitation: (i) payment when due of wages and benefits, (ii) withholding of all payroll taxes, including but not limited to, unemployment insurance, workers' compensation, FICA and FUTA, (iii) compliance with the Immigration Reform Control Act, and (iv) compliance with any other applicable laws relating to employment of any CONTRACTOR Personnel of, and/or hiring by, CONTRACTOR in connection with the Services.

## XX. NOTICES

All notices required or permitted to be given under the Agreement shall be in writing, and shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, to the address as follows:

To: PRDOH

William O. Rodríguez Rodríguez, Esq.  
Secretary  
Puerto Rico Department of Housing  
606 Barbosa Ave.  
Juan C. Cordero Dávila Bldg.  
San Juan, PR 00918

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To: CONTRACTOR

Raymundo A. Martínez Ojeda  
Director of Operations  
ATKINS CARIBE, LLP  
15 Street 1  
Metro Office Park STE 400,  
Guaynabo, PR, 00968

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## XXI. THIRD PARTIES

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action of a third party against either the PRDOH or the CONTRACTOR.

## XXII. SUBCONTRACTS

**A. General:** All subcontracts shall contain the applicable provisions described in **Attachment F** (HUD General Provisions), as well as applicable provisions set forth in 2 C.F.R. § 200.101. The PRDOH shall review subcontracts as part of the compliance, monitoring, and oversight process performed by PRDOH or upon request.

**B. Specific Requirements:** All subcontracts shall contain provisions specifying:

- i. That the work performed by the subcontractor be in accordance with the applicable terms of this Agreement between the PRDOH and CONTRACTOR;
- ii. That nothing contained in such subcontract agreement shall impair the rights of the PRDOH;
- iii. That nothing contained herein, or under this Agreement will create any contractual relation between the subcontractor and the PRDOH;
- iv. That the subcontractor specifically agrees to be bound by the confidentiality provision regarding Personal Identifiable Information set forth in this Agreement;

- v. That CONTRACTOR will be responsible for ensuring all subcontract work is performed consistent with federal and state regulations and/or policies to be eligible for reimbursement of the approved work; and
- vi. All Federal flow down provisions are included in the subcontract agreement per Federal guidelines.

- C. Monitoring:** CONTRACTOR shall diligently monitor all subcontracted services. If CONTRACTOR discovers any areas of noncompliance, CONTRACTOR shall provide the PRDOH summarized written reports supported with documented evidence of corrective action.
- D. Content:** CONTRACTOR shall cause all the applicable provisions of this Agreement to be included in, and made a part of, any subcontract executed in the performance of this Agreement.
- E. Notification:** CONTRACTOR shall notify and provide a copy of any and all subcontracts related to this Agreement and CDBG-DR/MIT funds to the Contract Administration Area of the PRDOH CDBG-DR/MIT Legal Division within **three (3) business days** of its execution.

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#### **XXIII. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS**

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Given that the Agreement involves funds for which HUD is the oversight agency, the CONTRACTOR agrees to carry out its obligations under this Agreement in compliance with all the requirements described in **Attachment F** (HUD General Provisions), **Attachment G** (Contractor Certification Requirement) and following provisions:

- A. Compliance with Executive Order No. 24:** Pursuant to Executive Order No.24 of June 18, 1991, the CONTRACTOR certifies and guarantees that at the signing of this Agreement it has filed all the necessary and required income tax returns to the Government of Puerto Rico for the last **five (5) years**. The CONTRACTOR further certifies that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Government of Puerto Rico. The CONTRACTOR shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONTRACTOR will be given a specific amount of time by the PRDOH to produce said documents. During the term of this Agreement, the CONTRACTOR agrees to pay and/or to remain current with any repayment plan agreed to by the CONTRACTOR with the Government of Puerto Rico.
- B. Compliance with Executive Order 52:** Pursuant to Executive Order No. 52 of August 28, 1992, amending Executive Order No.1991-24, the CONTRACTOR certifies and warrants that it has made all payments required for unemployment benefits, workmen's compensation and social security for chauffeurs, whichever is applicable, or that in lieu thereof, has subscribed a payment plan in connection with any such unpaid items and is in full compliance with the terms thereof. The CONTRACTOR accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each and every CONTRACTOR and subcontractor whose service the CONTRACTOR has secured in connection with the services to be rendered under this Agreement and shall forward evidence to PRDOH as to its compliance with this requirement.
- C. Compliance with Circular Letter No. 1300-16-16 of the Puerto Rico Department of Treasury:** The CONTRACTOR accepts and acknowledges its responsibility of acquiring

the certifications required in the Puerto Rico Department of Treasury Circular Letter No. 1300-16-16 issued on January 19, 2016. All certifications must be submitted during their term of validity, in accordance with applicable laws. Certifications expired or issued more than **sixty (60) calendar days** prior to the contract date will not be accepted. The last payment to be made under the contract will only be issued if the 'Debt Certifications' by the Puerto Rico Department of Treasury indicate that the CONTRACTOR has no debt with the Department of Treasury. The CONTRACTOR agrees to cancel any debt that cannot be clarified with the Department of the Treasury through a withholding made by PRDOH from the payments to which it is entitled to receive under the contract.

- D. Social Security and Income Tax Retentions:** The CONTRACTOR will be responsible for rendering and paying the Federal Social Security and Income Tax Contributions for any amount owed as a result of the income from this Agreement.
- E. Government of Puerto Rico Municipal Tax Collection Center (CRIM, for its Spanish acronym):** The CONTRACTOR certifies and guarantees that at the signing of this Agreement it has no current debt with regards to property taxes that may be registered with the Government of Puerto Rico's Municipal Tax Collection Center. The CONTRACTOR further certifies to be current with the payment of any and all property taxes that are or were due to the Government of Puerto Rico. The CONTRACTOR shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONTRACTOR will deliver upon request any documentation requested under this clause as per request of PRDOH. During the Term of this Agreement, the CONTRACTOR agrees to pay and/or to remain current with any repayment plan agreed to by the CONTRACTOR with the Government of Puerto Rico with regards to its property taxes.
- F. Income Tax Withholding:** The PRDOH shall retain the corresponding amount from all payments made to the CONTRACTOR, as required by the Puerto Rico Internal Revenue Code. The PRDOH will advance such withholdings to the Government of Puerto Rico's Treasury Department (known in Spanish as *Departamento de Hacienda del Gobierno de Puerto Rico*). The PRDOH will adjust such withholdings provided the CONTRACTOR produces satisfactory evidence of partial or total exemption from withholding.
- G. Compliance with Act No. 45 of April 18, 1935, as amended, 11 LPRA § 1, et seq.:** The CONTRACTOR certifies and guarantees that at the signing of this Agreement has valid insurance issued by the State Insurance Fund Corporation (CFSE, for its Spanish Acronym), as established by Act No. 45, *supra*, known as the "Puerto Rico Workers' Accident Compensation Act".
- H. Government of Puerto Rico's Agency for the Collection of Child Support (ASUME, for its Spanish acronym):** The CONTRACTOR certifies and guarantees that at the signing of this Agreement that the CONTRACTOR nor any of its Partners, if applicable, have any debt or outstanding debt collection legal procedures with regards to child support payments that may be registered with the Government of Puerto Rico's Child Support Administration. The CONTRACTOR hereby certifies that it is a limited liability company organized and existing in good standing under the laws of the Government of Puerto Rico. The CONTRACTOR shall present, to the satisfaction of PRDOH, the necessary documentation to substantiate the same. The CONTRACTOR will be given a specific amount of time by PRDOH to deliver said documents.

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- I. **Compliance with Act No. 168-2000, as amended, 8 LPRA § 711, et seq.:** The CONTRACTOR is in full compliance with Act No. 168-2000, as amended, known as "Act for the Improvement of Elderly Support of Puerto Rico."
- J. **Compliance with Act No. 1-2012, as amended, 3 LPRA § 1854, et seq.:** The PRDOH and the CONTRACTOR hereby certify that in signing this Agreement they are in compliance with Act No. 1-2012, as amended, known as the "Puerto Rico Government Ethics Act of 2011", in connection with the possibility of a conflict of interest.
- K. **Clause of Governmental Ethics Certification of Absence of Conflict of Interests -** The CONTRACTOR certifies that: (1) No public servant of this executive agency has a pecuniary interest in this contract, purchase or commercial transaction. (2) No public servant of this executive agency has requested me or accepted from me, directly or indirectly, for him (her), for any member of his family unit or for any person, gifts, bonuses, favors, services, donations, loans or anything else of monetary value. (3) No public servant (s) requested or accepted any good of economic value, linked to this transaction, from any person of my entity as payment for performing the duties and responsibilities of their employment. (4) No public servant has requested from me, directly or indirectly, for him (her), for any member of her family unit, or for any other person, business or entity, some of economic value, including gifts, loans, promises, favors or services in exchange for the performance of said public servant is influenced in my favor or of my entity. (5) I have no kinship relationship, within the fourth degree of consanguinity and second by affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.
- L. **Ethics.** CONTRACTOR also acknowledges receipt and agrees to obey the Anticorruption Code for the New Puerto Rico known in Spanish as "Código Anticorrupción para el Nuevo Puerto Rico".
- M. **Non-Conviction.** The CONTRACTOR certifies that it has not been convicted nor accused of a felony or misdemeanor against the government, public faith and function, or that involves public property or funds, either federal or local in origin. Furthermore, CONTRACTOR also certifies that:
1. It has not been convicted, nor has pleaded guilty at a state or federal bar, in any jurisdiction of the United States of America, of crimes consisting of fraud, embezzlement or misappropriation of public funds, as stated in Act No. 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits the award of Offers or government contracts to those convicted of fraud, misappropriation of public fund.
  2. It understands and accepts that any guilty plea or conviction for any of the crimes specified in Article 3 of said Act, will also result in the immediate cancellation of any contracts in force at the time of conviction, between the undersigned and whichever Government Agencies, Instrumentalities, Public Corporations, Municipalities and the Legislative or Judicial Branches.
  3. It declares under oath the above mentioned in conformity with what is established as in Act No. 2 of January 2, 2018, as amended, known as the "Anti-Corruption Code for the New Puerto Rico", which prohibits awarding Offers for government contracts, to those convicted of fraud, embezzlement or misappropriation of public funds.

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4. The CONTRACTOR represents and guarantees that none of its employees, officials or agents have been convicted of a felony or misdemeanor as described in this sub-section. Moreover, the CONTRACTOR agrees to notify PRDOH should any employee, official, or agent is convicted of a felony or misdemeanor as described in this sub-section after the date of this Agreement. Said notice shall be made within **ten (10) business days** from the time of the conviction.

**N. Other payments or compensation:** The CONTRACTOR certifies that it does not receive payment or compensation for regular services rendered as an official or public employee to another government entity, agency, public corporation or municipality, and knows the ethical standards of his profession and assumes responsibility for his actions.

**O. Consequences of Non-Compliance:** The CONTRACTOR expressly agrees that the conditions outlined throughout this Section are essential requirements of this Agreement; thus, should any one of these representations, warrants, and certifications be incorrect, inaccurate or misleading, in whole or in part, there shall be sufficient cause for PRDOH to render this Agreement null and void and the CONTRACTOR reimburse to PRDOH all money received under this Agreement.

**P. Non-Conflict of Interest Certification:** The CONTRACTOR shall comply with **Attachment H** (Non-Conflict of Interest Certification), attached herein and made an integral part of this Agreement, which outlines several situations that may reasonably be considered as conflicts of interest. The aforementioned certification aids PRDOH, in its role as grantee, to identify, evaluate, disclose, and manage apparent potential, or actual conflicts of interest related to CDBG-DR and CDBG-MIT-funded projects, activities, and/or operations.

**XXIV. ACT NO. 18 OF OCTOBER 30, 1975, as amended, 2 L.P.R.A. §§ 97-98**

The parties to this Agreement agree that its effective date will be subject to the due registration and remittance to the Office of the Comptroller of Puerto Rico. No rendering or consideration subject matter of this Agreement will be required before its registration at the Office of the Comptroller of Puerto Rico pursuant to Act No. 18 of October 30, 1975, as amended. The CONTRACTOR will be responsible for ensuring that this Agreement has been registered before the rendering of services by requesting a copy of the registered Agreement with its proper number and date of registry. No services under this Agreement will continue to be delivered after its effective date unless at the expiration date, an amendment signed by both parties and duly registered exists. No services performed in violation of this provision will be paid. The party violating this clause will be doing so without any legal authority, this action will be deemed as *ultra vires*.

**XXV. MEMORANDUM NO. 2021-003; CIRCULAR LETTER 001-2021 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO)**

**A. Interagency Services Clause:** Both contracting parties acknowledge and agree that services retained may be provided to any entity of the Executive Branch with which the contracting entity makes an interagency agreement or by direct provision of the Office of the Chief of Staff of the Governor (*Secretaría de la Gobernación*). These services will be performed under the same terms and conditions in terms of hours of work and compensation set forth in this Agreement. For purposes of this clause, the term "Executive Branch entity" includes all agencies of the Government of Puerto

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Rico, as well as public instrumentalities and corporations and the Office of the Governor.

**B. Termination Clause:** The Chief of Staff (*Secretario de la Gobernación*) of the Governor shall have the power to terminate this Agreement at any time.

**C. Contract Review Policy of the Financial Supervision and Administration Board for Puerto Rico:** The parties acknowledge that the CONTRACTOR has submitted the certification entitled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board (FOMB) for Puerto Rico, effective as of November 6, 2017, as amended on October 30, 2020, signed by the Contractor's Executive Director (or another official with an equivalent position or authority to issue such certifications). A signed copy of the "Contractor's Certification Requirement" is included as **Attachment G** to this contract.

**XXVI. MEMORANDUM NO. 2021-029; CIRCULAR LETTER NO. 013-2021 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO):**

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**A.** The PRDOH certifies that the CONTRACTOR was selected as the provider of the services described in this Agreement, pursuant to Executive Order No. 2021-029.

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**B.** The Parties certify that they acknowledge the provisions stated in Executive Order No. 2021-029 and CC 013-2021. Any failure to comply with the requirements set forth in Executive Order No. 2021-029 and CC 013-2021 will result in the termination of this Agreement.

**C.** The CONTRACTOR certifies that it has informed PRDOH of any current contractual relationship with any government entities of the Government of Puerto Rico. Accordingly, the CONTRACTOR certifies, as of the date hereof, that it is in a contractual relationship with the following entities of the Government of Puerto Rico: Puerto Rico Highway Transportation Authority, and the Puerto Rico Planning Board. The CONTRACTOR also certifies that said entities are all the entities of the Government of Puerto Rico with which they maintain a contractual relationship. In addition, the CONTRACTOR recognizes and accepts that omitting any information regarding any current contractual relationship with any governmental entity could result in the termination of this agreement if so, required by PRDOH.

**D.** The CONTRACTOR certifies that it has informed the PRDOH whether or not the entity is a public corporation whose shares are exchanged in a stock exchange properly regulated. In the event that the CONTRACTOR certifies that it is not a public corporation that exchanges shares in a stock change, the CONTRACTOR certifies it has completed the applicable certification as stated in CC-013-2021.

**XXVII. COMPLIANCE WITH THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO (FOMB) POLICY: REVIEW OF CONTRACTS, AS MODIFIED ON APRIL 30, 2021, REGARDING PROFESSIONAL SERVICES**

The FOMB Policy requires that all agreements that contemplate recurring professional services that may be performed by appropriately trained government staff include a provision of compliance with the adequate transfer of skills and technical knowledge to the pertinent public sector personnel. This requirement shall not apply to contracts that contemplate non-recurring professional services or specialized professional services that

may not be performed by existing staff at the applicable governmental entity, including as a result of independence requirements.

Accordingly, given that the agreements under CDBG-DR are non-recurring professional services or specialized professional services, the PRDOH certifies that the transfer of skills and technical knowledge required by the Certified Fiscal Plan is inapplicable given the non-recurring or specialized nature of the contracted services.

As mentioned before, HUD allocated funds for disaster recovery assistance to the Government of Puerto Rico under the CDBG-DR Program. These funds are intended to provide financial assistance to address unmet needs that arise and that are not covered by other sources of financial aid. In addition, with these allocations of funding under the Grant Agreement, the PRDOH will conduct a comprehensive recovery to benefit the residents of Puerto Rico.

#### **XXVIII. COMPLIANCE WITH THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO (FOMB) POLICY, REVIEW OF CONTRACTS**

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As part of the PRDOH contract process, and pursuant to Section 204(b)(2) of the "Puerto Rico Oversight, Management, and Economic Stability Act," 48 U.S.C. §2101, *et seq.*, also known as "PROMESA", the Financial Oversight and Management Board for Puerto Rico (FOMB) require approval of certain contracts and amendments to assure that they "promote market competition" and "are not inconsistent with the approved fiscal plan." For the approval process, the FOMB requests, among other information, the Contractor Certification Requirement for its evaluation.

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In compliance with the above, the CONTRACTOR represents and warrants that the information included in the Contractor Certification Requirement is complete, accurate and correct, and that any misrepresentation, inaccuracy or falseness in such Certification will render the contract null and void and the CONTRACTOR will have the obligation to reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed Amendment and original Agreement.

#### **XXIX. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, & EXECUTIVE ORDERS**

The CONTRACTOR acknowledges that HUD financial assistance will be used to fund the Agreement only. Also, the CONTRACTOR shall comply with all applicable Federal, state and local laws, rules, regulations, and policies relating to CDBG-DR/MIT and CDBG Program services. This includes without limitation, applicable Federal Registers; 2 C.F.R. part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Housing and Community Development Act of 1974; 24 C.F.R. part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. Part 35, 24 C.F.R. Part 58, 24 C.F.R. Part 135; National Historic Preservation Act, and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards, and the environment; and Action Plan amendments and HUD's guidance on the funds. Also, the CONTRACTOR shall comply, without limitation, with those set forth in **Attachment F** and in compliance with all the requirements described in **Attachment G**.

#### **XXX. CDBG-DR POLICIES AND PROCEDURES**

In addition to what is established in this Agreement, the CONTRACTOR shall comply with all CDBG-DR/MIT program specific and general policies and procedures, including, but

not limited to, the Contract and Subrecipient Agreement Manual, OS&H Guideline, MWBE Policy, Procurement Manual for the CDBG-DR/MIT Program, URA & ADP Guidelines, Cross Cutting Guidelines, AFWAM Policy, Section 3 Policy, Personally Identifiable Information, Confidentiality, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR/MIT Website ([www.cdbg-dr.pr.gov](http://www.cdbg-dr.pr.gov)), which are herein included and made an integral part of this Agreement, as they may be updated from time to time, and reporting requirements as established by the PRDOH.

**XXXI. SECTION 3 CLAUSE**

**A.** The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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**B.** The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediments that would prevent them from complying with the part 75 regulations.

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**C.** The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR'S commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

**D.** The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 75. The contractor will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 75.

**E.** The CONTRACTOR acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

**F.** The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 75 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR'S obligations under 24 C.F.R. part 75.

**G.** Noncompliance with HUD's regulations in 24 C.F.R. part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

**H.** With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (46 U.S.C. § 5307) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**I.** The CONTRACTOR agrees to submit, and shall require its subcontractors to submit to them, quarterly reports to the PRDOH detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 Workers and Targeted Section 3 Workers.

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**XXXII. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352**

The CONTRACTOR certifies, to the best of his or her knowledge, that:

- A.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Forms-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C.** The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). The CONTRACTOR acknowledges that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for

each such failure. The CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. §3801 et seq., apply to this certification and disclosure, if any.

### **XXXIII.EQUAL OPPORTUNITY**

- A.** The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B.** The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C.** When applicable, the CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D.** The CONTRACTOR will comply with all provisions of Exec. Order No. 11246 of September 24, 1965, as amended by Exec. Order No. 11375 of October 13, 1967, and as supplemented by the rules, regulations, and relevant orders of the United States Secretary of Labor.
- E.** The CONTRACTOR will furnish all information and reports required by Exec. Order No. 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F.** In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Exec. Order No. 11246 of September 24, 1965, as amended, and such other sanctions as may be imposed and remedies invoked as provided in Exec. Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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- G.** The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (F) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Exec. Order No.11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

#### **XXXIV.SOLID WASTE DISPOSAL ACT**

1) In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are Environmental Protection Agency (**EPA**)- designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

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3) CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include:

- a. procuring only items designated in guidelines of the EPA at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000);
- b. procuring solid waste management services in a manner that maximizes energy and resource recovery; and
- c. establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### **XXXV. DRUG FREE WORKPLACE**

The CONTRACTOR should establish procedures and policies to promote a Drug-Free workplace. Further, the CONTRACTOR should notify all employees of its policy for maintaining a Drug-Free workplace, and the penalties that may be imposed for drug abuse violations occurring in the workplace. Further, the CONTRACTOR shall notify the PRDOH if any of its employees are convicted of a criminal drug offense in the workplace no later than **ten (10) days** after such conviction.

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#### **XXXVI.SUSPENSION AND DEBARMENT**

- A.** This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 2424. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).
- B.** The CONTRACTOR must comply with 2 C.F.R. part 180, subpart C, and 2 C.F.R. part 2424, and must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into.
- C.** This certification is a material representation of fact relied upon by PRDOH. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, in addition to remedies available to PRDOH, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D.** The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, while this Agreement is valid. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

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#### **XXXVII. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION**

The CONTRACTOR certifies that it is cleared and eligible for award of a contract and is not suspended, debarred, or on a HUD-imposed limited denial of participation. Subsequently, the CONTRACTOR must be registered in the System for Award Management (**SAM**) and shall maintain its registration active during contract performance and through final payment. The CONTRACTOR is responsible during performance and through final payment for the accuracy and completeness of the data within SAM. Failure to maintain registration in SAM may impact obligations and payments under this Agreement.

#### **XXXVIII. NO OBLIGATION BY THE FEDERAL GOVERNMENT**

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

#### **XXXIX. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The CONTRACTOR acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this Agreement.

#### **XL. BANKRUPTCY**

In the event that CONTRACTOR files for bankruptcy protection, the Government of Puerto Rico and PRDOH may deem this Agreement null and void, and terminate this Agreement without notice.

## **XLI. ENTIRE AGREEMENT**

This Agreement and all its attachments represent the entire and integrated agreement between PRDOH and the CONTRACTOR and supersede all prior negotiations, representations, agreements, and/or understandings of any kind. This Agreement may be amended only by a written document signed by both PRDOH and the CONTRACTOR.

## **XLII. MODIFICATION OF AGREEMENT**

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if written and signed by both parties, and its authorized representatives. Those amendments shall make specific reference to this Agreement, comply with programmatic policies, procedures, and guidelines. Such amendments shall not invalidate this Agreement, nor relieve or release the Parties from their obligations under this Agreement.

However, PRDOH reserves the right to notify in writing to CONTRACTOR any applicable policies, procedures, regulations, requirements, guidelines, or change in law, whether existing or to be established, as well as changes and/or amendments thereof, and the notified policies, procedures, regulations, requirements, guidelines and laws shall be deemed incorporated by reference to this Agreement without the need of executing a separate written and signed amendment.

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## **XLIII. BINDING EFFECT**

This Agreement shall be binding upon and shall inure to the benefit of PRDOH and the CONTRACTOR, their successors and assigns.

The CONTRACTOR shall not assign this Agreement, in whole or in part, without the prior written consent of PRDOH, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.

## **XLIV. ASSIGNMENT OF RIGHTS**

The rights of each party hereunder are personal to that party and may not be assigned or otherwise transferred to any other person, contractor, corporation, or other entity without the prior, express, and written consent of the other party.

## **XLV. NON-WAIVER**

The failure or delay of either party to insist upon the performance of and/or the compliance with any of the terms and conditions of this Agreement shall not be construed as a waiver of such terms and conditions or the right to enforce compliance with such terms and conditions.

## **XLVI. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Agreement or if a conflict occurs between this Agreement and any Attachment, Appendix, Exhibit, or Schedule, unless otherwise specifically stated in those documents, the order of precedence shall be: Federal laws, regulations, and policies applicable to this Agreement, this Contract and the HUD General Provisions (**Attachment F**), the Scope of Services, (**Attachment B**), Performance Requirements (**Attachment D**), the Compensation Schedule (**Attachment C**), and lastly, the CONTRACTOR's Proposal (**Attachment A**).

## **XLVII. GOVERNING LAW JURISDICTION**

This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the Government of Puerto Rico and any applicable federal laws and regulations. The parties further agree to assert any claims or causes of action that may arise out of this Agreement in the Puerto Rico Court of First Instance, Superior Court of San Juan, Puerto Rico.

## **XLVIII. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS**

### **A. Consolidation or Merger**

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for a consolidation or merger with another entity (private or public), by its discretion or otherwise, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) business days prior to the effective date** of the consolidation or merger. The notice shall include, but not limited to, a description of: the expected effective date of the consolidation or merger; name of each of the constituent entities moving to consolidate or merge into the single resulting or surviving entity; the proposed name of the resulting entity (in case of a consolidation) or the name of the surviving entity (in case of a merger) if necessary; reference to the projected capacity of the resulting or surviving entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement as well as its Exhibits or Attachments; and a brief summary of the proposed plan to achieve the transition of duties (Scope of Work or Scope of Services), tasks, and performance goals or requirements to the resulting or surviving entity.

Upon the consolidation or the merger becoming effective, and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment. **No amendment to the Agreement will be necessary if the Subrecipient, Contractor, or Subcontractor becomes the surviving entity following a merger.**

Failure to comply with any of the before mentioned conditions, may result in the activation of the termination clauses provided in the Agreement.

### **B. Change of Name**

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH initiates a change of name process, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) business days** prior to the effective date of such event. The notice shall include, but not limited to, a description of: the expected effective date of the change of name; the proposed name; inform of any change of address; and reference of any change in the capacity of the entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement, as well as its Exhibits or Attachments.

Upon the change of name becoming effective, and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment.

Failure to comply with any of the before-mentioned conditions, may result in the activation of the termination clauses provided in the Agreement.

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### **C. Dissolution**

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for dissolution of the entity, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) business days** prior to the effective date of such event. The notice shall include, but not limited to, a description of the expected effective date of the dissolution; and contact information of one or more of its directors, officials or agents. Upon dissolution, becoming effective, and supporting evidence of such event is notified to PRDOH, termination of the Agreement will follow. Consequently, the signing party acknowledges and agrees to provide to the PRDOH, after termination of the Agreement, the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the tasks or services to the PRDOH or a third party designated by the PRDOH. Moreover, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH following the Agreement termination.

### **XLIX. HEADINGS**

The titles to the paragraphs of this Agreement are solely for reference purposes and the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

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### **L. FEDERAL FUNDING**

The fulfillment of this Agreement is based on those funds being made available to the PRDOH as the lead administrative agency for Recovery. All expenditures under this Agreement must be made in accordance with this Agreement, the policies and procedures promulgated under the CDBG-DR/MIT Program, and any other applicable laws. Further, CONTRACTOR acknowledges that all funds are subject to recapture and repayment for non-compliance.

### **LI. RECAPTURE OF FUNDS**

PRDOH may recapture payments it makes to CONTRACTOR that (i) exceed the maximum allowable rates; (ii) are not allowed under applicable laws, rules, or regulations; or (iii) are otherwise inconsistent with this Agreement, including any unapproved expenditures. CONTRACTOR must refund such recaptured payments within **thirty (30) business days** after the PRDOH issues notice of recapture to CONTRACTOR.

### **LII. OVERPAYMENT**

CONTRACTOR shall be liable to the PRDOH for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement. CONTRACTOR shall reimburse such disallowed costs from funds other than those CONTRACTOR received under this Agreement.

### **LIII. SEVERABILITY**

If any provision of this Agreement shall operate or would prospectively operate to invalidate the Agreement in whole or in part, then such provision only shall be deemed severed and the remainder of the Agreement shall remain operative and in full effect.

LIV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of whom shall be deemed to be an original, however, all of which together shall constitute one and the same instrument. If the Agreement is not executed by the PRDOH within **thirty (30) calendar days** of execution by the other party, this Agreement shall be null and void.

LV. --SURVIVAL OF TERMS AND CONDITIONS

The terms and conditions of this Agreement related to the following subjects shall survive the termination or expiration of this Agreement: interpretive provisions; consideration; warranties; general affirmations, federal assurances, federal and state certifications; CDBG-DR/MIT and state funding, recapture of CDBG-DR/MIT and/or state funds, overpayment of CDBG-DR/MIT and/or state funds; ownership and intellectual property, copyright; records retention methods and time requirements; inspection, monitoring and audit; confidentiality; public records; indemnification and liability; infringement of intellectual property rights; independent contractor relationship; compliance with laws; notices; choice of law and venue; severability; dispute resolution; consolidations, merger, change of name, and dissolution. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Agreement shall so survive.

**IN WITNESS THEREOF**, the parties hereto execute this Agreement in the place and on the date first above written.

PUERTO RICO DEPARTMENT OF  
HOUSING

ATKINS CARIBE, LLP

William O. Rodríguez Rodríguez  
William O. Rodríguez Rodríguez (Jul 13, 2023 17:43 EDT)  
William O. Rodríguez Rodríguez, Esq.  
Secretary

Raymundo Martínez Ojeda  
Raymundo Martínez Ojeda (Jul 12, 2023 10:44 EDT)  
Raymundo A. Martínez Ojeda  
Director of Operations

## A-2.4. TECHNICAL PROPOSAL

### INTRODUCTION

Atkins is committed to continue as Puerto Rico Department of Housing's (PRDOH) trusted partner to support our communities implement their recovery processes that include **mitigating risks** and **reducing lifeline instability** to create a more resilient Puerto Rico. Atkins' interdisciplinary planning expertise and strong program management experience facilitates a comprehensive understanding of PRDOH's goals through implementing the programs in the CDBG-DRMIT portfolio. Atkins is well-positioned to carry out this work.

The CDBG-DRMIT Program Action Plans are ambitious, and PRDOH needs a strong partner with the experience and expertise in delivering program management services that will not only meet but exceed program goals and objectives. Our technical approach demonstrates our understanding of the importance of planning best practices for continuous improvement, which we have implemented through our work with PRDOH on the Municipal Recovery Planning (MRP) Program.

Our tailored approach is based on our extensive experience providing program management services, and our unmatched experience managing local planning recovery programs. We understand PRDOH's disaster recovery and risk mitigation programs, and the goals and strategies defined in its two CDBG-DRMIT Program Action Plans. Our approach leverages the synergies and opportunities among the different programs to help Puerto Rico effectively recover from previous disasters, reduce critical lifelines instability, and strengthen community resiliency in the face of future disasters.

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### UNDERSTANDING OVERALL IMPLEMENTATION: ACTION PLAN AND METHODOLOGY

We recognize the challenges that need to be overcome when aligning the different disaster recovery and mitigation programs to ensure they complement one another as implementation occurs, while reducing duplication and maximizing efficiency. The guidelines and requirements for each of the PRDOH disaster recovery and mitigation programs are different, with multiple subrecipient structures and backgrounds (e.g., municipalities versus non-governmental organizations; private versus public entities) and with multiple stakeholders having differing agendas, varying data availability, and needs. If not managed properly, a complex coordination and record keeping challenge will result.

Atkins recognizes that a comprehensive planning approach that is well orchestrated among the different programs is essential to ensure a resilient future for Puerto Rico. PRDOH has done a tremendous job to put in place the different planning elements for disaster recovery and mitigation under the HUD CDBG Program. To support PRDOH in this effort, Atkins will promote further alignment of these programs with the ultimate goal of reducing the impacts of future disasters and creating opportunities where communities can recover more quickly become stronger than ever before.

#### EXHIBIT A-2: TECHNICAL PROPOSAL

Atkins Caribe, LLP response to RFP for Planning Programs Management Services Under the Community Development Block Grant Disaster Recovery Community Development Block Grant Mitigation: CDBG DRMIT-RFP-2022-11

Our local experience with program management and planning operations includes working with PRDOH and the Puerto Rico Planning Board through our participation in the MRP Program and through the development of Hazard Mitigation Plans for every municipality in Puerto Rico. Atkins has unmatched, direct related experience identifying and mitigating the challenges that are unique to Puerto Rico and we will bring this perspective and best practices to this program. One of the basic features of our successful delivery of management services is the ability to report progress and the status of deliverables on-demand at the request of PRDOH to measure work performance against program goals and objectives.

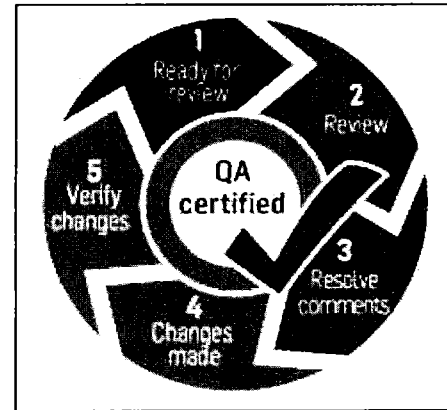


Figure 1: Atkins QA/QC Process

Atkins believes that properly documented quality control is essential to ensure work is being performed in accordance with CDBG and PRDOH requirements. As a result, we implement a robust internal quality assurance process that is a vital element of all of our projects and is designed to comply with quality assurance protocols

resulting in delivery of quality products to PRDOH (Figure 1).

To achieve this, Atkins will establish a process to monitor and communicate daily progress which includes a proven business intelligence platform successfully

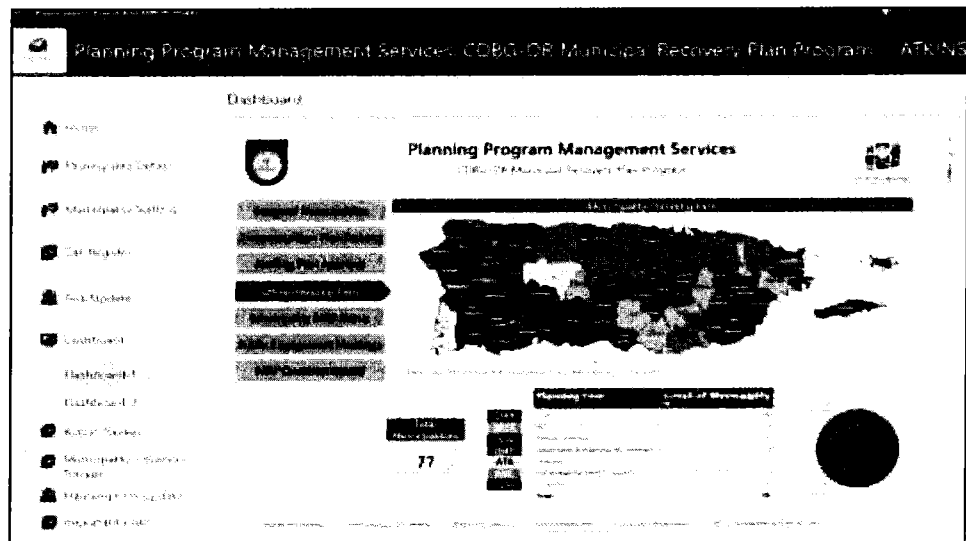


Figure 2: Atkins Dashboard

implemented in our work on the MRP Program (Figure 2). This tool allows our team to communicate with PRDOH directly and effectively, and also supports the management and tracking of performance of subrecipients and vendors. This platform will document key project elements, outreach activities and the status of deliverables.

Finally, Atkins will leverage the direct experience of working with the Grant Manager's platforms that are maintained for monthly reports and invoices; with Canopy for uploading deliverables; and with other management tools used to document compliance and that PRDOH can access at a moment's notice.

## SYNERGIES AND OPPORTUNITIES AMONG CDBG-DR AND CDBG-MIT PROGRAMS

### EXHIBIT A-2: TECHNICAL PROPOSAL

Atkins Caribe, LLP response to RFP for Planning Programs Management Services Under the Community Development Block Grant Disaster Recovery Community Development Block Grant Mitigation: CDBG DRMIT-RFP-2022-11

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Our program management approach will leverage our understanding of goals from the CDBG-DRMIT Action Plans and desired program outcomes with the synergies and interrelationships between the CDBG-DR and CDBG-MIT programs. This will facilitate comprehensive and integrated oversight of multiple programs that could potentially run concurrently. Figure 3 illustrates the interrelationships among the CDBG-DRMIT programs.

The interrelationships of the emergency management lifecycle – *preparation, response, recovery, and mitigation* – establish the “roadmap” by which CDBG-DRMIT is intended to work. These are not isolated programs and need to be executed in collaboration with each other to achieve overarching program goals and objectives. While disaster recovery programs assist our communities in the recovery process, mitigation is essential to create solutions which reduce the time to recover, and at the same time, reduce property loss and damages suffered after a disaster.

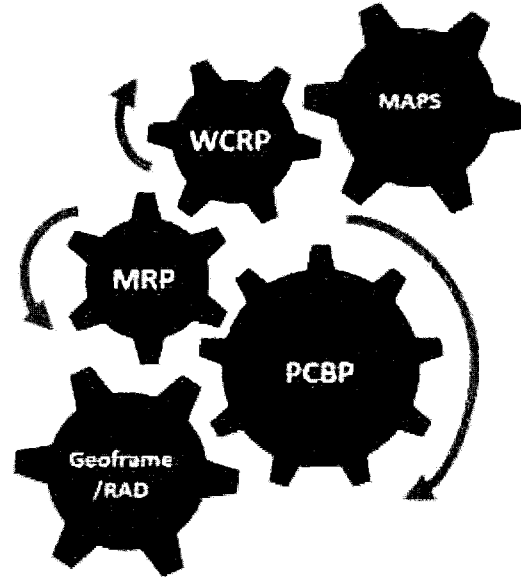


Figure 3: Interrelationships among CDBG-DRMIT programs represent the overall awareness to effectively apply program management strategies.

For example, under CDBG-DR, the MRP Program has a regional recovery component not yet implemented, while under CDBG-MIT, the Planning and Capacity Building Program (PCBP) is intended to strengthen governmental and non-governmental organizations to formalize existing, regional consortia to conduct mitigation enhancing activities. While the regional component is to strengthen recovery efforts under MRP, it could present opportunities for further risk mitigation efforts under the PCBP for the same municipalities or eligible participants with a regional approach. As the provider of management services under this contract, Atkins will leverage these synergies and provide guidance, orientation, and training to subrecipient and vendors.

Atkins will develop and implement a comprehensive program management plan for the CDBG-DRMIT Planning Programs that takes into consideration the opportunity to leverage complementary elements of each program at each stage of implementation. This will promote a more coordinated execution of program management, outreach engagement, monitoring, and compliance processes as well as completion of planning activities across the different programs. Foundational to our work approach is an understanding of the status of each CDBG-DRMIT program, which we describe in the following section.

#### Whole Community Resilience Program (WCRP)

The WCRP’s main objective is to assure community-driven participation in the development of Community

#### EXHIBIT A-2: TECHNICAL PROPOSAL

Atkins Caribe, LLP response to RFP for Planning Programs Management Services Under the Community Development Block Grant Disaster Recovery Community Development Block Grant Mitigation: CDBG DRMIT-RFP-2022-11

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Resilience Plans and to implement tools that support a community's ability to strengthen its resilience efforts. Currently, the Foundation for Puerto Rico (Foundation) is both a subrecipient and PRDOH's partner in administering the program. The Foundation's role includes serving as the resilience tools development lead and engagement/technical assistance provider. According to available information, the WCRP leadership has selected 20 entities to participate in the program; 11 entities already have executed subrecipient agreements and four have started the pre-planning process for updating and expanding their Community Resilience Plans.

Atkins, in coordination with PRDOH, will establish a program management plan to support and strengthen the Foundation in its role of implementing the WCRP within the current timeline defined by the Foundation period of performance, which ends on March 31, 2024. Importantly, WCRP subrecipients and participating communities will also be eligible to participate on CDBG-MIT programs such as the PCBP. This will help formalize and strengthen existing regional partnerships defined among the participating communities, which will continue through the PCBP by conducting mitigation enhancing activities. Atkins will assist PRDOH and the Foundation in further developing subrecipient and vendor guidelines, protocols and scorecards; conducting outreach to potential participants; and conducting other important activities defined under the WCRP that will help achieve program goals and objectives. Understanding the relationships between programs, the timelines, and promoting a successful outcome with strong program management practices, ultimately will result in benefits to **92 communities**.

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#### **Municipal Recovery Planning Program (MRP)**

What sets Atkins apart is the fact that **we are actively engaged with 77 subrecipient municipalities** and the vendors providing recovery planning services to them through the delivery of program management services for the PRDOH MRP Program. The regional planning component of the MRP Program is the next phase for further development of the municipal recovery plans, and we are well positioned for a smooth transition to make this happen. Atkins will oversee the incorporation of the regional planning component into the municipal recovery plans. Our regional planning practitioners will update subrecipient guidelines and protocols to incorporate regional planning standards of practice, ensuring compliance on how regional planning can and should occur. Atkins will establish a comprehensive outreach initiative to further engage subrecipients in the regional planning effort.

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There are already existing regional consortiums identified in many of the Municipal Recovery Plans that could benefit from both the CDBG-DR and the CDBG-MIT programs. The CDBG-MIT Action Plan emphasizes the "mitigation is regional" message due to the interconnection of lifelines infrastructure, which are not necessarily confined to municipal boundaries.

The Atkins' team includes subject matter experts (SMEs) in a variety of disciplines **adding interdisciplinary value to program management** by understanding the planning tools, federal and local regulations, and the capabilities required to implement this regional component under CDBG-DR and CDBG-MIT. These SMEs have

#### **EXHIBIT A-2: TECHNICAL PROPOSAL**

Atkins Caribe, LLP response to RFP for Planning Programs Management Services Under the Community Development Block Grant Disaster Recovery Community Development Block Grant Mitigation: CDBG DRMIT-RFP-2022-11

the needed skills to provide support, assistance, and guidance to municipalities and planning providers, including developing and implementing watershed management and mitigation strategies that address riverine flood risk; and economic development, transportation, and energy considerations. Atkins also brings a deep working knowledge of FEMA funding programs, which will further bolster regional planning efforts to make communities more resilient in the face of future disasters.

#### **GeoFrame and Risk and Asset Data Collection Program (Geo/RAD)**

Recognizing the need to make data systems compatible with one another, PRDOH is developing the GeoFrame platform to facilitate consistency. According to GeoFrame's Guidelines, this is an iterative program that will be developed in three stages, and will be implemented using subrecipient partnerships, data sharing agreements, and vendors. *During the first year*, once a subrecipient partner or partners are selected, the Atkins team will work in collaboration with PRDOH on monitoring the development of an appropriate Spatial Data Infrastructure (SDI) Strategic Plan that will include guidelines and protocols to help monitor the SDI planning progress. Stakeholder engagement will also continue during this first year. *During the second year*, Atkins will provide program management services in the development of the Integrated Data Base and Cadaster Version 1 (Interim), which will be completed *by the third year*. Atkins will confirm with PRDOH the extent to which they will require assistance with the development of RAD, which facilitates the aggregation of hazards and risk data, while supporting the expansion and maintenance of GeoFrame and the Risk Assessment Tool.

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Atkins interdisciplinary SME team includes TRACKIT, a local, women-owned business that brings the expertise and technical depth needed to understand the requirements under the GeoFrame/RAD Program. This is both from the data producer's perspective as well as the stakeholders who will use the data, and the technology needed to develop the GeoFrame/RAD Program. TRACKIT will assist in evaluating technical deliverables, including technical consultation regarding the development of the SDI Strategic Plan in the first year. TRACKIT will also provide technical consultation on the processes and protocols needed for the development of the Data Base and Cadaster Version 1 (Interim) in coordination with PRDOH and the selected partners and providers.

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#### **Mitigation and Adaptation Policy Support (MAPS) Program**

The MAPS Program will align and adapt the regulatory and policy framework to make mitigation efforts more effective (from code enforcement and land use, to availability of data through the GeoFrame/RAD Programs). An overarching goal of the MAPS Program is to reduce lifeline instability and property loss and damages after a disaster, improving resilience capabilities. To reach this goal, the program requires three specific outcomes: 1) Policy framework analysis and recommendations; 2) Development of a policy toolbox; and 3) Planning and policy integration and alignment.

#### **EXHIBIT A-2: TECHNICAL PROPOSAL**

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PRDOH will select its partners for this Program through subrecipient agreements including interagency agreements or Memorandums of Understanding. The planning expertise Atkins key staff brings to the program includes licensed professional planners, architects, engineers, and legal counsel. These key staff are bolstered by SMEs that results in a robust, capable, and experienced team to support PRDOH and monitor compliance of the MAPS regulations and mitigate known challenges. This includes the need to monitor and manage subrecipients and partners throughout the execution of work utilizing interdisciplinary and planning best practice approaches.

### **Planning and Capacity Building Program (PCBP)**

According to the CDBG-MIT Action Plan and information provided during the pre-proposal meeting on November 1, the PCBP will “work directly with applicant entities to formalize regional consortia or strengthen existing entities for increased development capacity on a multi-jurisdictional basis.” Two key components of the PCBP are the “provision of workshops for capacity building and competitive rounds of discussion for plan, study, and consortium development.” Important Program outcomes include increasing regional planning capacity through multi-jurisdictional solutions, supporting and integrating hazard mitigation planning, and providing training and technical assistance.

Through our work with PRDOH on the MRP Program and with the PRPB on the LHMP Program, by updating all municipal hazard mitigation plans Island-wide, Atkins is actively engaged with many of the existing regional consortiums. We understand the benefits of including other eligible participants into existing regional consortiums or creating new ones that will increase Puerto Rico’s collective disaster recovery and mitigation planning capacity to make the island even more resilient in the face of inevitable future disasters.

### **PROPOSED WORK APPROACH**

Atkins provides in the following sections a discussion of our work approach on a task-by-task basis, the resources needed to carry out each task and subtask, and the schedule of milestones we envision to complete the work. For each task, we provide a summary of deliverables including a description of each and their frequency throughout the project period of performance.

Atkins provides as Figure 4 its Planning Program Management Roadmap which illustrates a general process that we will implement for each program, taking into consideration the tasks and subtasks defined by PRDOH in its RFP. Task 1, Outreach and Stakeholder Engagement, and Task 2, Program Implementation, should begin almost immediately once the Notice of Funding Availability (NOFA)<sup>1</sup> is published by PRDOH, launching the opportunity to receive funding for potential and eligible participants.

<sup>1</sup> For Programs such as GeoFrame, PRDOH could publish Request for Proposals to develop the program. Atkins will intervene once a contract agreement is executed with the selected firm or firms as applicable.

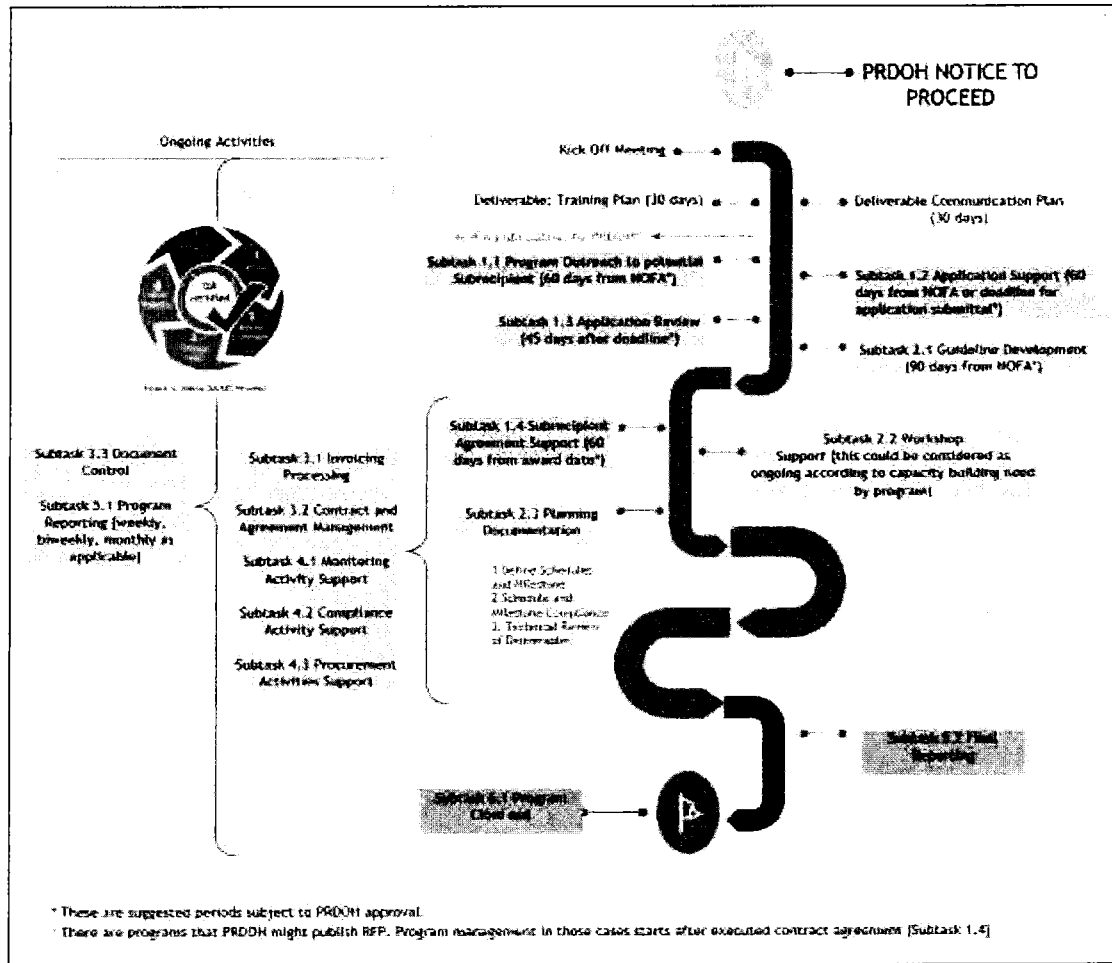
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**Figure 4: Planning Program Management Roadmap**

Atkins will immediately coordinate with PRDOH on the development and implementation of a program outreach initiative to inform potential subrecipients and support eligible participants on the application process, review and evaluate applications for completeness, and support PRDOH on executing subrecipient agreements once participants are selected. Once subrecipient agreements are executed, Atkins will conduct following-up planning and program implementation, and will support stakeholder engagement and workshop/training initiatives. The Roadmap indicates general timeframes for task and subtask completion, subject to PRDOH approval. Tasks 3 through 5.1 are ongoing processes throughout the project lifecycle. Atkins will establish protocols and standard operation procedures to define and implement invoicing, document control, contract management, and monitoring. Atkins will comply with the deliverables schedule required for each of the tasks as described in the next section.

Atkins understands that the CDBG-DRMIT Planning Programs are currently at different levels of completion; have different goals, objectives, and outcomes; and have different PRDOH staff members responsible for their development and implementation. However, our program management approach is flexible and thorough to

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allow oversight, support, and guidance across all planning programs. The following work approach, which will be tailored for each CDBG-DRMIT program to meet its requirements, will be conducted in close coordination with PRDOH once we receive notice to proceed.

Provided as Figure 5 is an example program schedule, and once we refine it, we assume it will be discussed and approved by PRDOH. Regarding the sequence, we assume our work will begin with conducting the regional planning component of the MRP to leverage existing relationships with municipalities and potential consortiums. This would be followed by the PCBP, because of its regional emphasis, to engage other organizations into regional consortiums and further strengthen mitigation efforts and reduce hazard risks. MAPS could follow since most of the stakeholders will have been identified through their involvement with the previous programs. Also, to clarify, Tasks 1 and 2 are identified in this suggested schedule since these are considered sequential, while Tasks 3 through 5.1 are ongoing processes as explained previously.

#### KICKOFF MEETING/DEFINING PROGRAM MANAGEMENT DELIVERABLES

Atkins will initiate program activities with a Kickoff Meeting and a Validation of Program Management

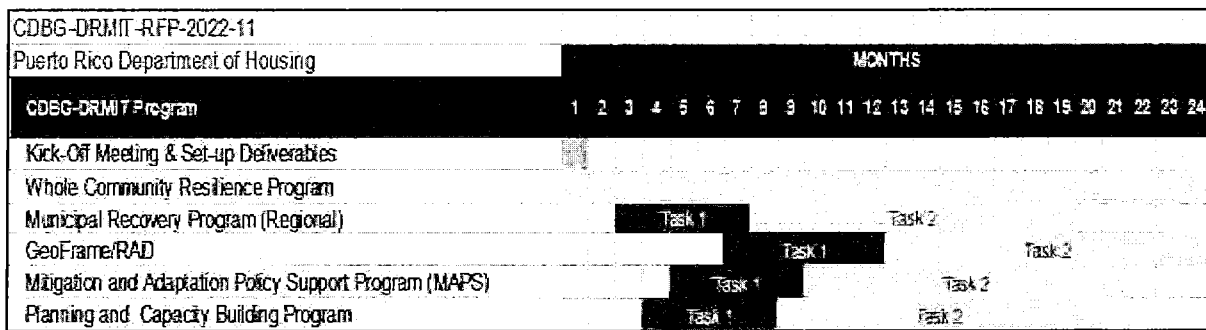


Figure 5: Suggested Schedule by Program

Deliverables, to include **Training and Communications Plans, and the Contractor Organization Chart**. Although they are not identified as deliverables requested by PRDOH in its RFP, Atkins will prepare a Program Management Plan, Risk Register, RACI Matrix, and an Issue Resolution Plan, which are part of our core best practices for Program Management and are minimum requirements to satisfy our corporate Project Management Principles.

Upon Notice to Proceed, Atkins will begin with refining our Roadmap with a detailed framework and program delivery schedule with consideration of stakeholder inputs, actions, and timeframes. Our Program Manager and key personnel will work with PRDOH on an iterative process to reach agreement on the framework. To ensure full transparency, we will begin the development of the project dashboard which will be designed to track and report on key performance indicators (KPIs) and other program management requirements to comply with contract requirements as well as meet PRDOH expectations for effective program management. An important outcome is accountability and a mechanism to proactively monitor and identify emerging issues

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in conducting the work. Atkins will utilize the risk register to document and establish a proactive process for corrective action plans to minimize negative impacts and/or mitigate issues as they emerge.

Our best practices for program management and our recent experience with planning programs, including the MRP Program, will be leveraged to develop compliance processes including checklists and scorecards, specific schedules for meeting goals and deliverables, custom quality control measures to ensure subrecipients/vendors meet requirements, and consolidated routine reports as applicable.

**Table 1: Program Management Required Deliverables**

Deliverable	Frequency
Training Plan for Applicants/Subrecipients/Vendors	Thirty calendar days (30) from the execution of the contract
Communications Plan	Thirty calendar days (30) from the execution of the contract.
Contractor Organization Chart	Thirty calendar days (30) from the execution of the contract

#### **TASK 1: OUTREACH AND STAKEHOLDER ENGAGEMENT**

Outreach and stakeholder engagement is fundamental to promote participation, which leads to effective program management and successful program outcomes. Atkins knows firsthand the importance of engaging early-on with local, state, and federal stakeholders, including representatives from municipalities and governmental agencies. Atkins will work with PRDOH to establish an outreach and stakeholder engagement plan that will effectively involve potential subrecipients. Initially, the focus will be on the regional component of the MRP Program and the PCBP. Specifically, the outreach and stakeholder engagement plan will initially address ways to communicate to potential subrecipients about available guidance and assistance in the program application process.

While this initial engagement is taking place, Atkins, in close coordination with PRDOH, will update subrecipient/vendor guidelines on a program-by-program basis to define eligibility and schedule requirements, among other elements. Once a programs' subrecipients have been identified, outreach and stakeholder engagement will continue in the form of training on the requirements necessary for subrecipients to develop compliant, eligible plans. Importantly, to avoid overlap and duplication, Atkins will work in collaboration with PRDOH and its program contractor(s), subrecipients, and their planning vendors on outreach and stakeholder engagement initiatives currently in progress, including the WCRP. The following describes Atkins' proposed work approach for each of the Task 1 subtasks defined by the PRDOH RFP.

##### **Subtask 1.1 Program Outreach and Stakeholder Engagement**

- › Prepare and revise/update as needed the Outreach and Engagement Plan, focusing on thorough distribution to potential subrecipients and stakeholders about the requirements for CDBG-DRMIT Planning programs participation.

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- › Collaborate with PRDOH on the preparation, promotion, and delivery of presentations and training sessions to subrecipients and vendors to develop compliant planning program activities including the maintenance of detailed records of participating stakeholder activities.
- › Ensure compliance with program guidelines and Outreach and Engagement Plans when meetings are conducted by vendors.
- › Prepare PowerPoint presentations to subrecipients, potential subrecipients, and other interested stakeholders about the planning programs, with the intent of raising awareness and understanding of requirements and next steps and encouraging subrecipient participation.
- › For both virtual and in-person meetings, provide documentation in the form of photos, videos, and audio recordings that capture stakeholder attendance, participation, and feedback. Care will be taken to ensure the protection of personally identifiable information (PII).
- › Engage in personalized follow-up with identified subrecipients or stakeholders to ensure understanding of the Program guidelines and requirements.



Figure 6: YouTube Channel with Atkins' Virtual Meetings

### Subtask 1.2 Program Application and Participation Support

- › Assist potential subrecipients/vendors by providing guidance and training on application procedures and eligibility requirements.
- › Prepare and provide PowerPoint presentations about program eligibility, application instructions, benefits, and schedules.
- › Coordinate outreach activities when a specific CDBG-DRMIT program has an assigned vendor.

### Subtask 1.3 Application Review

- › Review subrecipient applications using the PRDOH System of Record and following PRDOH guidelines for the appropriate CDBG-DRMIT planning program. We will establish checklist protocols and a ranking system to evaluate applications, including a process to request additional information to ensure a complete application, looking to increase the viability of applications that would otherwise not be eligible for consideration.

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- › Evaluate results from application reviews, prepare a report, and submit the report to PRDOH before the close of each intake period. Included in the report will be applications denials, notices of award recommendations, and next steps.
- › Prepare a notification template for each of the actions identified in the report.

#### **Subtask 1.4 Capacity Assessment and Subrecipient Support**

- › Develop a checklist or scorecard protocol to determine awardees' areas for improvement in accordance with CDBG-DRMIT and HUD requirements. This will include a process for conducting the Capacity Assessment evaluation as required by HUD and subject to PRDOH approval.
- › Develop a checklist for use by the awardee to document they have met all Capacity Assessment requirements.
- › Support PRDOH and successful awardees in preparing and executing its Subrecipient Agreement for program implementation. This will include, but not be limited to the creation and distribution of a FAQ document where the most common questions/points of clarification are addressed; a program-specific checklist of requirements; and other supporting documents/information materials as needed.
  - › Conduct one-on-one recipient meetings as needed and upon request.



**Figure 7: Regulatory Compliance Officer, Alex Fuentres, presents to the community**

**Table 2: Task 1 Summary of Deliverables**

<b>Deliverable</b>	<b>Frequency</b>
<b>Outreach and Stakeholder Engagement Plan</b>	Sixty (60) calendar days from the execution of contract and updated as needed throughout the program.
<b>Program Application Outreach and Participation Outline</b>	Sixty (60) calendar days from the execution of contract and updated as needed throughout the program.
<b>Monthly Stakeholder Meeting Calendar</b>	Monthly by the fifth (5 <sup>th</sup> ) day of each month. This will be an addendum to the Program Manager Monthly Report.
<b>Monthly Stakeholder Engagement Report</b>	Monthly by the fifth (5 <sup>th</sup> ) day of each month. This will be an addendum to the Program Manager Monthly Report.
<b>Stakeholders Key Staff and Contact Information Database</b>	Thirty (30) calendar days from the execution of contract and updated as needed throughout the program.
<b>Initial Coordination Meeting(s) and Associated Presentation Materials</b> (slide deck, facilitator guide, meeting notes) for Program Outreach, Stakeholder Engagement, Program Application/Participation Support	Thirty (30) calendar days from the execution of contract and updated as needed throughout the program.
<b>Final Report of Program Applications and Participation submitted via the System of Record</b>	One calendar day from Program's Application Submission due date. Delivered by email.

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Deliverable	Frequency
<b>Final Evaluation Report</b> of all applications evaluated and document a recommendation in consultation with PRDOH	Seven (7) calendar days from Program's Application Evaluation Period due date
<b>Final Report of all Notifications of Award</b> sent to applicants and document all notifications and reconsiderations issued in consultation with PRDOH	One (1) calendar day from Program's Application Notice of Award
<b>Final Report of Capacity Assessment and Subrecipient Agreement Support</b>	Fifteen (15) calendar days from final SRA execution

## TASK 2: PROGRAM IMPLEMENTATION

Planning programs under CDBG-DRMIT have specific outcomes to be achieved by subrecipients/vendors, according to the Disaster Recovery and Mitigation Program Action Plans. Atkins will develop program-specific frameworks that establish procedures that ensure compliant program implementation. Through our extensive program management experience, Atkins is able to efficiently and effectively conduct research and gather information to identify the specific needs and requirements of each program, leading to successful implementation. Atkins will establish subrecipient and vendor guidelines and KPIs to measure their performance. This will be accomplished by defining early on measurable goals and objectives, and the key activities that will help meet them; monitoring will be conducted throughout the pre-planning, planning, and implementation phases. Activities should not be undertaken if they do not meet a specified goal or objective. The following describes Atkins' proposed work approach for each of the Task 2 subtasks defined by the PRDOH RFP.

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### Subtask 2.1 Planning Activities Development Support

- › Establish procedures and/or guidelines that provide direction and assistance to subrecipients or vendors for the development and submission of project plans.
- › Establish checklists, follow-up protocols and tools to document compliance of pre-planning and planning milestones, deliverables, timelines, and deadlines. The schedules must comply with requirements for pre-planning and planning periods of compliance and will require meetings with subrecipients, vendors, and other program stakeholders as needed and approved by PRDOH.
- › Actively support identifying resilience initiatives that could strengthen CDBG-DRMIT programs, including coordinating resources within the programs or through other local or federal agencies such as FEMA. Atkins has resilience SMEs, including Maria Honeycutt, former member of the White House National Climate Task Force Flood Resilience Interagency Working Group, who is available to assist as needed.

### Subtask 2.2 Workshop Support

- › Actively support the identification of capacity building needs and deliver stakeholder workshops as part of the stakeholder engagement process.

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- › Ensure stakeholders have the necessary training needed to effectively participate in CDBG-DRMIT programs.
- › Identify and develop additional educational materials that support capacity building activities.

### Subtask 2.3 Planning Documentation Deliverables Management

- › Establish a scorecard system or management tool to facilitate the technical review and compliance of deliverable submittals by each subrecipient/vendor that is in accordance with the subrecipient agreement/vendor contract, and the program guidelines. This scorecard will be submitted to subrecipient/vendor, and if revisions are identified, the subrecipient/vendor will need to make requested corrections before submitting the final deliverable to PRDOH for review and approval.
  - By establishing this scorecard system, Atkins will be able to manage any disagreements with subrecipients/vendors before submitting for final review and approval by PRDOH. *This results in a streamlined process.*
- › Report progress of all pre-planning and planning activities, deliverables status, and other milestones continuously during staff meetings, and in monthly reports and the PRDOH System of Record. This continuous communication facilitates issues identification early on and results in timely resolution.
- › Develop protocols to request subrecipient/vendor performance of special studies.
- › Identify notification procedures to inform PRDOH and subrecipient/vendor of issues/concerns that may impede accomplishment of program management services.

Table 3: Task 2 Summary of Deliverables

Deliverable	Frequency
Quality Control and Assurance Plans	Thirty (30) calendar days from the execution of the contract and updated and resubmitted as needed as projects are implemented
Monthly Project Progress Reports overall status and compliance of the projects	Every fifth (5 <sup>th</sup> ) day of the month
Report of project plan development and schedule support	Every fifth (5 <sup>th</sup> ) day of the month
Capacity Building Workshops coordination report	Every fifth (5 <sup>th</sup> ) day of the month
Report of all reviewed and approved planning deliverables developed by program subrecipients and vendors	Every fifth (5 <sup>th</sup> ) day of the month
Any other deliverable required by PRDOH	At least seven (7) calendar days from PRDOH's request unless instructed otherwise

### TASK 3: INVOICE AND CONTRACT MANAGEMENT

Atkins maintains the highest standards on quality assurance/quality control and document and project management controls that are vital for compliant financial reporting/invoicing and contract management. By maintaining strict adherence to these protocols and procedures, Atkins assures compliance with HUD regulations and CDBG-DRMIT guidance. Atkins will actively support PRDOH in managing compliance with

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subrecipient/vendor contracts and/or contractual agreements, as well as adherence to invoicing process and procedures. The following describes Atkins' proposed work approach for each of the Task 3 subtasks defined by the PRDOH RFP.

### **Subtask 3.1 Invoicing Processing**

- › Develop an invoice checklist to document and evaluate that all invoices are in compliance with program invoicing requirements. Our trained staff will verify that activities and/or deliverables were completed in compliance with program requirements and in accordance with the agreed to scope of work.
  - The checklist will include an area to record a recommendation to PRDOH to either approve or deny invoice payment.
  - Atkins will coordinate with the subrecipient/vendor directly on attaining additional information needed to approve and process invoice payment.
- › Use the desired PRDOH invoicing system to process subrecipient/vendor invoices.

### **Subtask 3.2 Contract and Agreement Management**

- › Track subrecipient/vendor goal/milestone achievement and conformance with contract agreement and timelines.
- › Track subrecipient/vendor compliance with the program schedule and promptly bring to the attention of PRDOH any schedule variances and mitigation measures to address them. This is addressed more fully in our monitoring and compliance activities described in Task 4.
- › Verify that any requisition of work complies with program standards and is in accordance with the agreed scope of work. We will develop a requisition of work form to efficiently assess and document compliance, which will be subject to PRDOH approval.
- › Use the Business Intelligence and PowerApps tool (PowerBI) to track the development and implementation of work plans, schedules, and budgets as part of our contract management process. We will prepare and submit a dashboard report with program data to PRDOH on a monthly basis but can also be developed on-demand at PRDOH request.
- › Notify PRDOH in writing if a subrecipient/vendor is falling behind in the implementation of a work plan or schedule. We will assist the subrecipient/vendor determine a course of action that will get their workplan and/or schedule back on track, which will be subject to PRDOH approval.
- › Maintain a hard copy of each subrecipient/vendor's work plan, schedule, budget, and deliverables.
- › Coordinate weekly or biweekly check-up calls/meetings with the subrecipient/vendor (via MS Teams) to verify compliance of subrecipient/vendor schedule, budget, and deliverables. The calls will also provide an opportunity to clarify information requests and discuss challenges that are anticipated that may impede program/project compliance and/or progress.

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- › Utilize PowerBI to help manage the CDBG-DRMIT Programs. Each program will have a set of dashboards that will provide information to PRDOH decision-makers and other authorized staff. Atkins' experience with PowerBI is extensive and will bring it to bear on this contract.

### Subtask 3.3 Document Control

- › Follow all standards set forth in the CDBG-MIT Record Keeping, Management and Accessibility Policy and any other applicable regulations and/or requirements and guidance.
- › Set up, implement, and maintain three (3) major categories of records; administrative, financial, and program/project files.
- › Archive via SharePoint all records and documents produced during the duration of our management of the CDBG-DRMIT programs. The contract SharePoint site will contain:
  - Correspondence, memos, emails, training materials, standards and policy guidelines, checklists and evaluation forms, templates, records that describe each scope activity, records that verify the activities meet all national and grant objectives, records related to demonstrating eligibility of activities, records documenting regulatory compliance (e.g., M/WBE, Section 3), financial records, including invoices and invoice checklist, vendor and program manager monthly reports, other related documents and information.
- › Implement protocols and standard operating procedures (SOPs) that ensure electronic files are properly stored in the SharePoint site and physical copies are properly named, stored, and managed.
- › To attain redundancy in record keeping, maintain a separate physical copy of the documents. At PRDOH request, Atkins will provide the physical documents at the expiration of the contract.
- › To facilitate management of documents between PRDOH and Atkins, adopt PRDOH file naming conventions.
- › Upload all program management-related documents to the System of Record.

Table 4: Task 3 Summary of Deliverables

Deliverable	Frequency
As part of the PM's Monthly Report there will be a report of all the invoices submitted by Subrecipient/Vendor along with its status as recommended, returned for clarifications, rejected on under review.	Monthly by the fifth of each month.
As part of the PM's Monthly Report there will be a report of all the invoices submitted by Subrecipient/Vendor along with its status as recommended, returned for clarifications, rejected on under review.	Monthly by the fifth of each month.
Determination Reports on Payment Request to be submitted to the Subrecipient/vendor and the PRDOH	Seven (7) calendar days of the Subrecipient/vendor submitting its payment requests.
Protocols for document control management	Thirty (30) calendar days from the execution of contract. This document will be part of the Compliance Plan required for Task 4.

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Deliverable	Frequency
Any other deliverable required by PRDOH	At least seven calendar days from PRDOH's request unless instructed otherwise.

#### TASK 4: MONITORING AND COMPLIANCE

As the Program Manager for other CDBG-DR Programs, Atkins has direct, related experience providing support to PRDOH with subrecipient and vendor monitoring and compliance. We will bring this experience to PRDOH as the Program Manager for work we perform under this CDBG-DRMIT planning services contract. The following describes Atkins' proposed work approach for each of the Task 4 subtasks defined by the PRDOH RFP.

##### Subtask 4.1 Monitoring Activities Support

- › Establish SOPs to monitor compliance throughout the CDBG-DRMIT programs; important to the process will be a mechanism for addressing and correcting deficiencies, and communicating their status to the subrecipient, PRDOH, and other stakeholders to ensure they meet the desired outcomes, goals and objectives defined by the program.
- › Use our deep experience using PowerBI to manage the deliverable process, including monitoring deliverable initiation and development, QA/QC review, and ultimately transmittal to PRDOH. This will be accomplished for each subrecipient in accordance with the requirements of the program in which they are participating, and will monitor subrecipient/vendor compliance with schedule, required training, and process documentation. This will serve as a tool to monitor progress AND deficiencies and ensure they are addressed in a timely manner.
- › Continue to use CANOPY, the PRDOH System of Record, to monitor and document program activities. Atkins has extensive experience in the use of CANOPY and will augment this with the use of PowerBI tools we have established on other programs with PRDOH, including the MRP Program, to ensure full compliance.
- › Review all program deliverables to determine compliance with established guidelines and make recommendations for approval by PRDOH. This assessment will be accomplished using a scorecard that was previously approved by PRDOH. In the event that a determination is made that a deliverable does not conform with program guidelines, Atkins will identify and recommend the areas for improvement to PRDOH and the subrecipient/vendor.
- › Follow up by email and phone with subrecipient/vendor to monitor compliance with programs guidelines and standards. Atkins will maintain a record of these communications in a PowerBI-based system.

##### Subtask 4.2 Compliance Activities Support

- › Prepare and submit a Compliance Plan, to be submitted no more than 30 calendar days after the Program kickoff meeting. This Compliance Plan will include the following elements:

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- Initial templates and forms created for program management. These initial templates and form shall include but not be limited to:
  - Housekeeping Forms (e.g., sign-in sheet, presentation templates, meeting minutes template)
  - Recommended Checklist for Programs Compliance
  - Recommended Deliverable Scorecards
  - Recommended Programs Manager Monthly Report Template
  - Recommended Monthly Vendor Report Template
  - Recommended Monthly Vendor Report Checklist
  - Recommended Vendor Final Report Checklist
  - Recommended Public Meeting Template (when necessary)
  - Staffing Plan Template (for subrecipients)
  - Financial Workflow Plan Template (for subrecipients)
  - Recommended Evaluation Forms
  - Recommended Subrecipient/Vendor Invoice Checklist
  - Recommended Change Order Request Form
  - Communication and Outreach Plan
  - Document Control and Recordkeeping Procedures (including document file naming convention)
  - Program Guidelines/Procedures Developed by Atkins
  - Recommended Monitoring Protocols
  - Risk and Issue Identification Mechanisms
  - Mitigation Strategy Development Protocols

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- › Align compliance with CDBG-DRMIT program goals and applicable federal and local regulations.
- › Comply with all applicable federal regulations including, but not limited to Section 3 compliance and other actions related to work toward the achievement of HUD's National Objectives.
- › Prepare project schedules using a PowerApp-based tool, which is an effective way to keep records of the many schedules that will be developed and monitored. Our experience managing the CDBG-DR MRP Program indicates that a number of subrecipient/vendors do not have the expertise to prepare project schedules and timelines using Gantt, PERT or critical path charts. Our use of the PowerApp-based tool will help streamline project compliance activities.
- › Create a repository using SharePoint for all subrecipient/vendor program compliance documents.
  - This repository shall contain at a minimum the following documents:
    - Evidence of subrecipient compliance with current SRA required documents (e.g., Staffing Plan, Financial Workflow Plan, etc.)
    - Deliverables and documentation of deliverable compliance with program guidelines (deliverable scorecard).

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- Evaluation of subrecipient/vendor compliance with Communications and Outreach Plan (when applicable).
- › Store hard copies of documents that are in electronic form on the SharePoint site in physical files at Atkins' offices. The storage of both digital and hard copy documents will be done in compliance with all applicable local and federal regulations. Atkins will make access to documents available to PRDOH on demand.
- › Upload in the CANOPY System of Record documents that address compliance, including the compliance evaluations conducted by Atkins.
- › Track record of compliance with program guidelines using PowerApp-based technology.
- › Identify program or project noncompliance using PowerApp-based technology and propose strategies to solve or mitigate issues causing noncompliance. This will be conducted by Atkins Regulatory Compliance Officers and SMEs, who will also provide guidance on pertinent federal regulations impacting the CDBG-DRMIT program planning activities.

#### Subtask 4.3 Procurement Activities Support

- › Coordinate training sessions with subrecipients/vendors regarding all pertinent program requirements, including but not limited to:
  - Compliance Training
  - Deliverable Requirements
  - Procurement Process Requirements

These training sessions will be conducted either online or in-person, and Atkins will keep a record of subrecipient/vendor attendance at the scheduled training sessions.

- › Provide technical support to subrecipient/vendor in the development of preliminary cost estimates. We assume this support would be conducted in the form of online, one-on-one support calls so that the subrecipient/vendor can develop the preliminary cost themselves. Atkins will maintain a record of these one-on-one support meetings and inform PRDOH ahead of time when they take place.

Importantly, Atkins will not conduct preliminary cost estimating on behalf of the municipality. Rather, we will provide tools for the municipality to conduct its own project cost estimates. We will develop a job aid that will supplement the one-on-one calls described above; the job aid and any cost estimating support provided by Atkins will carefully follow PRDOH guidance.

- › Perform draft contract review and reasonableness of cost submitted by subrecipients/vendors. This will be conducted by Atkins Compliance Officers, who will prepare a checklist on the contract review process in accordance with PRDOH guidelines.

Table 5: Task 4 Summary of Deliverables

Deliverable	Task
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#### EXHIBIT A-2: TECHNICAL PROPOSAL

Atkins Caribe, LLP response to RFP for Planning Programs Management Services Under the Community Development Block Grant Disaster Recovery Community Development Block Grant Mitigation: CDBG DRMIT-RFP-2022-11

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<b>Compliance Plan</b>	Thirty (30) days after the execution of the program and updated as needed.
<b>Monitoring Protocols</b>	Thirty (30) days after the execution of the program and updated as needed.
<b>Report of Monitoring Activity</b>	Seven calendar days after the execution of monitoring activity.
<b>Project Progress Report relating to local and federal requirements (Section 3, M/WBE)</b>	Quarterly or upon one calendar day request from PRDOH request
<b>Change Order Request and review reports to be submitted to the subrecipient/vendor and the PRDOH</b>	Ten (10) calendar days after the subrecipient/vendor submitting change orders to the Program Manager

## TASK 5: REPORTING

Reporting on a regular basis is fundamental for compliance and accountability. The following describes Atkins' proposed work approach for each of the Task 5 subtasks defined by the PRDOH RFP.

### Subtask 5.1 Program Reporting

- › Submit a monthly report of all tasks performed for the contracted services by the 5<sup>th</sup> of the month. As noted previously, PRDOH officials shall have available an updated program dashboard online for their use.
- › Review monthly reports, special reports, or any other reporting tools/documentation submitted by each subrecipient/vendor. Upon review, Atkins will either recommend report approval or return them to the subrecipient/vendor for clarification and/or correction. Upon receipt of revised reports, Atkins will conduct a follow-on review to ensure the deficiencies were adequately addressed.
- › Produce a revision checklist to document subrecipient/vendor submittal and approval of required reports.

### Subtask 5.2 Final Reporting

- › Prepare a public facing final document at the conclusion of the contract and at the end of Atkins participation as program manager, that is a clear and concise summary of all actions undertaken by Atkins, including documenting the process by which subrecipient/vendor reporting requirements were achieved. Atkins will prepare a draft outline and template for the final report for PRDOH review and approval.
- › Review final reports submitted by subrecipients/vendor and make a recommendation for either approval or to return the final reports to the subrecipient/vendor for clarification and/or correction. Upon resubmittal, Atkins will use the same process to review the report and recommend for approval or return for correction. Only until this process results in an Atkins-approved report with it be provided to PRDOH for final review and approval.

Table 6: Task 5 Summary of Deliverables

Deliverable	Task
<b>Monthly Program Progress and Performance Report</b>	Every fifth (5 <sup>th</sup> ) day of the month

## EXHIBIT A-2: TECHNICAL PROPOSAL

Atkins Caribe, LLP response to RFP for Planning Programs Management Services Under the Community Development Block Grant  
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<b>Public-facing final report</b>	Thirty (30) calendar days after PRDOH confirms program activities have been completed
<b>Any other deliverable required by PRDOH</b>	

## TASK 6: CLOSEOUT

Considerations for closeout are needed at the onset of the project, soon after notice to proceed. In our experience, a sound closeout procedure will ensure documentation for compliance is conducted routinely throughout a project's lifecycle, and not all at once upon project completion. The latter approach can result in delays because creating documentation after the fact is much more difficult and time consuming. The following describes Atkins' proposed work approach for each of the Task 6 subtasks defined by the PRDOH RFP.

### Subtask 6.1 Program Closeout

- › Manage and provide support to subrecipients/vendors in carrying out the SRA closeout process; this intended to help expedite the process and is accomplished by reviewing all required final documents and providing guidance that all required documentation is complete and uploaded to the CANOPY System of Record.
- › If Atkins determines that there is mission documentation required, Atkins will reach out to the subrecipient/vendor to alert them of the need to present this documentation.
- › Initiate the SRA closeout process in accordance with PRDOH Legal Division guidance when all closeout documentation is properly uploaded to the System of Record and is in good standing with program requirements.
- › Upload the official recommendation along with any additional documentation into the System of Record once the SRA closeout process is ready for final execution. Atkins will arrange with PRDOH the final closeout processing.
- › Submit the close out notification to the applicable party, copying the PRDOH, once the SRA closeout has been successfully executed.
- › Submitted all needed documentation for contract close to the System of Record (CANOPY) two months before the end of the contract period of performance.

Table 7: Task 6 Summary of Deliverables

Deliverable	Task
One set of all required close-out documentation and backup for each Subrecipient or Vendor, in compliance with PRDOH's guides, policies and regulations	Ten (10) calendar days after PRDOH Notice to Proceed with closeout activities
One set of all required documentation and backup, in compliance with PRDOH's guides, policies and regulations	Ten (10) calendar days after PRDOH Notice to Proceed with closeout activities
Any other deliverables required by PRDOH	

## EXHIBIT A-2: TECHNICAL PROPOSAL

Atkins Caribe, LLP response to RFP for Planning Programs Management Services Under the Community Development Block Grant Disaster Recovery Community Development Block Grant Mitigation: CDBG DRMIT-RFP-2022-11

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**SCOPE OF SERVICES**  
**Request for Proposals**  
**Planning Programs Management Services**  
**Community Development Block Grant - Disaster Recovery**  
**Community Development Block Grant - Mitigation**  
**Puerto Rico Department of Housing**  
**CDBG-DRMIT-RFP-2022-11**

## 1. Introduction and Overview

The Puerto Rico Department of Housing (PRDOH) is issuing this Request for Proposals (RFP) to procure Program Management (PM) services for the implementation and administration of the Community Development Block Grant - Disaster Recovery (CDBG-DR) and the Community Development Block Grant - Mitigation (CDBG-MIT) Planning Program(s) other strategic planning initiatives under their respective Action Plans and subsequent Action Plan Amendments. Proposers must understand the CDBG-MIT and CDBG-DR Planning Portfolio initiatives, goals, and regulations, including Federal Register Notice Vol. 83, No.157 (August 14, 2018), 83 FR 40314, Federal Register Notices Vol. 84, No. 169 (August 30, 2019), 84 FR 45838, and Federal Register Vol. 85, No. 17 (January 27, 2020), 85 FR 4676 and grant agreements. Proposers must be familiar with the Department of Housing and Urban Development (HUD) latest acronyms, glossary, laws, policies, guidelines, and design standards applicable to this RFP's Scope of Services. The proposer remains fully responsible for determining if the information mentioned above has been revised or updated.

Detailed descriptions of the CDBG-DR and CDBG-MIT Program(s) are included in their respective Action Plans approved by HUD. Complete copies of the CDBG-DR and CDBG-MIT Action Plans are available at <https://cdbg-dr.pr.gov/en/action-plan/>.

The Program(s) that will be subject to and referred throughout this RFP, are identified, and briefly described as follows:

### 1.1. CDBG-MIT and CDBG-DR Planning Program(s) and Strategic Initiatives

The Selected Proposer(s) may support PRDOH in implementing and administering the CDBG-DR and CDBG-MIT Planning Programs and strategic mitigation and disaster recovery planning initiatives, as deemed necessary by PRDOH. Additional information on the CDBG-DR and CDBG-MIT Planning Programs and other planning strategic initiatives can be found at: <https://cdbg-dr.pr.gov/en/cdbg-mit/> and <https://cdbg-dr.pr.gov/en/programs/planning/> respectively. The Selected Proposer(s) will support PRDOH with the implementation and management of the Programs, as indicated in the General Terms and Conditions section below.

### 1.2. General Terms and Conditions

It is required to access the PRDOH's CDBG-DR and CDBG-MIT website to become familiarized with the available documentation for the programs. Each Proposer is responsible for reviewing all requirements for the Planning Program(s) and taking awareness of subrecipients eligibility requirements and the eligible projects allowed under the Program(s).

The PRDOH aims to contract, at its discretion and in the best interest of the overall Program(s) implementation, one (1) or more firms to provide Planning Program Management Services as

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determined by PRDOH, under the CDBG-DR and CDBG-MIT grants for a two (2) year period with three (3) optional annual extensions upon mutual agreement of the parties. Program Manager(s) may be assigned to regions or subrecipients or in a combined arrangement, at PRDOH's discretion, with the interest of implementing a timely and cost-efficient management structure. The PRDOH reserves the right to include all or some of the above programs as a part of the scope of program management services.

If additional CDBG-DR, CDBG-MIT and other federal funds are allocated to Puerto Rico during the life of the contract, the Program Manager(s) may be assigned to work on those future federal grants awarded. There is no guarantee of a minimum level of services that may be requested by the PRDOH under this contract.

The award of this proposal may be cancelled - at any time - before the execution of a contract, without any responsibility whatsoever for PRDOH, the Government of Puerto Rico, and HUD.

PRDOH is not obligated to accept the proposal submitted by Proposers and is not responsible for costs incurred by Proposers in preparing and submitting their proposals. Prior to the execution of a contract for the services requested, this RFP may be canceled and terminated at its discretion without liability by the PRDOH, the Government of Puerto Rico, and HUD.

This RFP is subject to the availability of CDBG-DR and CDBG-MIT funds to complete the scope of services described herein. In the event of not receiving them, this RFP will be canceled and terminated without any liability whatsoever, including without limitation to pre-contractual expenses and non-contractual damages, from the PRDOH, the Government of Puerto Rico, and HUD.

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## **2. Staff Requirements, Roles, and Responsibilities**

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This section details the Program Management Staff that the Selected Proposer(s) must retain to support PRDOH in the implementation and program management of CDBG-MIT and CDBG-DR Programs. The Selected Proposer(s) will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this contract by the Staff.

### **2.1. Staff Requirement**

Selected Proposer(s) shall have or will secure, at its own expense, all personnel required to perform the services under the Program Management Services contract. The Key Staff<sup>1</sup> must be ready to begin working within two (2) weeks after the contemplated contract execution date and may be working throughout the contract term. Selected Proposer(s) must ensure that all services are performed by professionals with the proper qualifications, skills, and experience necessary to perform such services, according to applicable federal and local rules and regulations. Any changes to the Key Staff included as part of the proposal must be submitted for PRDOH consideration and approval.

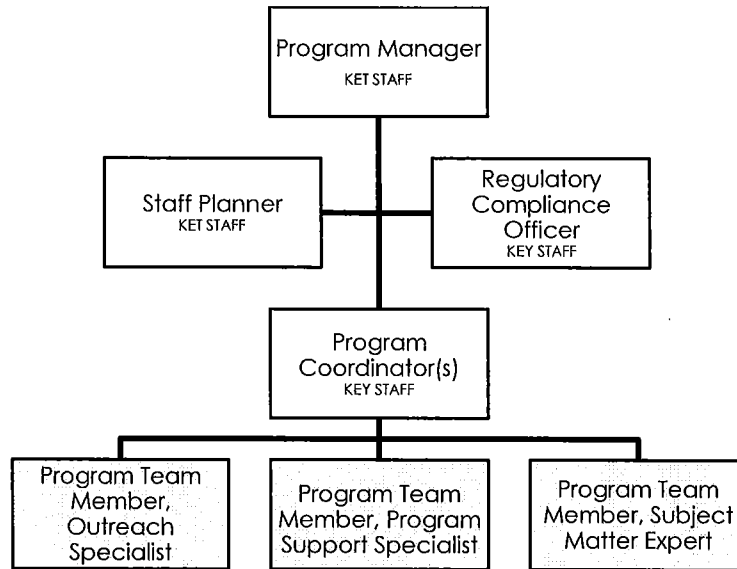
The participation of any Program Staff will require written authorization from the PRDOH before

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<sup>1</sup> The Selected Proposer must coordinate the availability of the Program resources with PRDOH before commencing work.

they can commence work. No personnel may be assigned to the resulting contract without the written consent of the PRDOH. Therefore, any service performed without PRDOH's written authorization cannot be invoiced and will not be reimbursed. The PRDOH reserves the right to request the removal of any staff not performing to PRDOH's expectations. **Figure 1** presents the expected Program Management Key Staff general organization.

**Figure 1 Program Management Key Staff Organizational Chart**



**Note:** Program Manager, Program Coordinator, and Program Team Member: Outreach Specialist, shall be considered positions that will be working locally from Puerto Rico. Proposer(s) must identify within the organizational chart which staff members will also be working locally from Puerto Rico.

## 2.2. Organizational Chart and Staffing Plan

The Proposer(s) shall submit to the PRDOH an organizational chart with the proposed structure detailing each staff (whether employed by the Proposer or a subcontractor) who shall perform any program management service required for implementation of the Planning Program(s). The Proposer's organizational chart and staffing plan shall specifically include the required number of personnel, role and responsibilities, name of the staff member(s) or subcontractor(s), their planned level of effort, their anticipated duration of involvement, and their on-site availability. The Proposer should demonstrate their ability to adequately staff and scale each functional area to maintain agreed upon service levels throughout the life of the Programs.

## 2.3. Staff Experience and Qualifications

The Proposer(s) shall provide detailed information about the experience and qualifications of the entire staff to be assigned through a resumé or curriculum vitae (**CV**), including degrees, certifications, licenses, and years of relevant experience. Proposer(s) shall specifically identify personnel currently employed who will serve as Key Staff, including the Proposer's own staff and

subcontracted. The Proposer(s) should demonstrate that the staff (and/or subcontractor's staff) meet the desired requirements listed below and have the necessary experience and knowledge to implement and perform the tasks and services successfully. **Table 1** below presents requirements for staff, roles, and responsibilities.

**Table 1 Staff Members Requirements, Roles, and Responsibilities**

Staff Member	Requirements	Roles & Responsibilities
Program Manager [Key Staff]	<ul style="list-style-type: none"> <li>+ Must have a Bachelor's Degree in Planning, Engineering, Architecture, Business Administration, or similar discipline. Master's Degree is preferred.</li> <li>+ Must have at least six (6) years of experience supervising in a related field, including at least three (3) years of experience with federally funded programs or projects</li> <li>+ Must have the ability to fluently speak, read, write, and effectively communicate in Spanish and English.</li> </ul>	<ul style="list-style-type: none"> <li>+ The core responsibility of the Program Manager is to oversee the project team and manage projects themselves providing on-time, on-budget planning and design work that is of the highest technical and creative quality.</li> <li>+ Serve as the point of contact between, and coordinate with, the PRDOH's staff or representative and stakeholders as deemed necessary by the Program(s).</li> <li>+ Deliver public presentations and facilitate public meetings with engaged stakeholders, as determined by Program(s) needs and PRDOH.</li> <li>+ Formulate, organize, and monitor the overall performance of the Program(s) activities.</li> <li>+ Manage and administer all contract-related performance.</li> <li>+ Coordinate and support the implementation of suitable Program(s) strategies and objectives.</li> <li>+ Estimate and proactively manage project-related workload requirements.</li> <li>+ Develop timelines and control deadlines, budgets, and activities of all Program(s) activities.</li> <li>+ Conduct and analyze performance assessments and report results to PRDOH.</li> <li>+ Lead Human Resources and</li> </ul>

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		management activities on the operational side of the Program(s) and may determine the staff needed to accomplish the operational tasks.
		+ Lead management of challenges, risks, changes, and resources for Program(s) performance and staff.
		+ Oversee the Program Management team and manage all necessary activities to obtain results on time and on budget, as required by the PRDOH.
		+ Serve as the client's primary point of contact to ensure the timely delivery of client support.
		+ Manage the process of peer-reviewing Program(s) deliverables and report results to PRDOH's staff or representative.
		+ Coordinate the support for Program(s) functionality and effectiveness.
		+ Have complete understanding of all applicable Program(s) policies, requirements, and procedures.
		+ Review compliance of all deliverables within the established Program Guidelines and Action Plan.
		+ Possess knowledge of regulatory and statutory compliance requirements for Program(s).
<b>Staff Planner</b> [Key Staff]	+ Must have a Degree in Planning.	+ Serve as the overseeing and/or lead planner on a multitude of projects and must deliver creative solutions, as needed.
	+ Must be a Licensed Professional Planner in Puerto Rico ( <b>PPL</b> ), or equivalent.	+ Responsible for leading a team of professionals, depending on the complexity of the project.
	+ Must have at least five (5) years of planning experience.	+ Must assign work, collaborate with, and communicate effectively and frequently with project collaborators, including Program Coordinator(s) and Program Team

		Members.
		+ Deliver public presentations and facilitate public meetings with engaged stakeholders, as determined by Program(s) needs and PRDOH.
		+ Understand the proper application of diverse planning related tools and technologies.
		+ Execute planning tasks identified by PRDOH Program.
<b>Regulatory Compliance Officer</b>	+ Must have a Bachelor's Degree or higher education.	+ Monitor Program(s) activities and contracts to validate compliance with all Program(s) policies, including applicable federal, Commonwealth, local regulations, and any additional requirements established by PRDOH.
[Key Staff]	+ Must have at least five (5) years of experience working in the regulatory compliance field with at least two (2) years of experience in compliance and monitoring in federally funded grants.	+ Develop a work plan containing specific tasks to monitor compliance with Program(s) policies, standards, and procedures.
		+ Provide all necessary guidance, technical assistance, and training to internal staff, PRDOH, and other identified stakeholders that will help them to enforce compliance with the most current version of policies, regulations, and standards for Program(s).
		+ Prepare all necessary Program(s) wide documentation and reports to communicate Program(s) compliance performance and the status of any compliance issues.
		+ Maintain awareness and knowledge of most recent federal and local compliance requirements that may apply to PRDOH's Program(s).
		+ Provide guidance and recommend actions to PRDOH and Program(s) stakeholders to handle changes and risks associated to changes in

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			policies and regulations.
<b>Program Coordinator</b> [Key Staff]	+	Must have a Bachelor's Degree or higher education in Planning, Business Administration, Program Management, or similar degree.	+ Support the Program's daily operation and management.
	+	Must have at least five (5) years of experience as Program Coordinator or supervising in a related field, including at least two (2) years of experience with federally funded programs.	+ Direct and coordinate all daily activities related to training, communications, scheduling, deliverables, staffing designation and evaluation, risk assessment and management.
	+	Must be able to fluently speak, read, write, and effectively communicate in Spanish and English.	+ Ensure review and compliance with all regulatory and statutory requirements in coordination with the Regulatory Compliance Officer in the development and implementation of projects.
			+ Oversee logistics management, ensuring that procedures are in place to align with the program's goals and objectives.
			+ Oversee standards of performance, safety policies, and procedures, compliance and adjust internal policies as necessary.
			+ Support management of challenges, risks, changes, and resources. Assume responsibility for Program(s) performance and staff.
			+ Work to keep Program(s) on schedule, within stated budgets and functioning smoothly.
<b>Program Team Member, Subject Matter Expert</b>	+	Must have a Bachelor's degree or higher education.	+ Report directly to the Program Manager and/or Coordinator and conduct any necessary program-related implementation tasks as determined by Program needs.
	+	Must have at least seven (7) years of technical expertise in a field such as: data science, resilience, regional planning, and other disaster recovery or mitigation practices.	+ Provide first level review, evaluation, and quality assessment of program deliverables and documents developed by vendors, subrecipients, participants, and/or other stakeholders.
	+	Must have excellent writing skills.	+ Develop documents, reports, and other program documentation, as required by PRDOH, utilizing subject

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		<p>matter expertise.</p> <ul style="list-style-type: none"> <li>+ Provide guidance and technical assistance to PRDOH, vendors, subrecipients, participants, and/or other stakeholders regarding program outcomes, guidelines, and other deliverables, as required by PRDOH, utilizing subject matter expertise.</li> <li>+ Provide support to other team members with the program implementation, as determined by the Program needs.</li> </ul>
<b>Program Team Member, Outreach Specialist</b>	<ul style="list-style-type: none"> <li>+ Must have a Bachelor's Degree or higher education.</li> <li>+ Must have at least three (3) years of experience working in outreach or a related field.</li> <li>+ Must have the ability to fluently speak, read, write, and effectively communicate in Spanish and English.</li> <li>+ Must have excellent writing and presentation skills.</li> </ul>	<ul style="list-style-type: none"> <li>+ Conduct any necessary program-related implementation tasks as determined by the Program Coordinator.</li> <li>+ Assist in the implementation of a strategic plan to, effectively and efficiently, conduct outreach activities related to the Program(s).</li> <li>+ Support with the coordination of all outreach materials and public facing communications with the Program Coordinator before implementing.</li> <li>+ Support with the coordination and logistics of locations, scheduling, and audiovisual equipment required to conduct meetings and presentations needed as part of Program(s) implementation, as determined by PRDOH.</li> <li>+ Implement system to report, manage and track frequent questions, comments, and issues, including evaluation of Program Team's effectiveness addressing complaints and answers. PRDOH must be able to access this system to have daily updates of status and results.</li> <li>+ Provide support to other team members in the program implementation, as determined by the Program needs and the</li> </ul>

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Program Coordinator.

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<b>Program Team Member, Program Support Specialist(s)</b>	+	Must have a Bachelor's Degree or higher education.	+	Provide support with any necessary program-related implementation and control tasks as determined by the Program Coordinator.
	+	Must have at least two (2) years of experience working in program or project implementation.	+	Assist with planning and coordination of Program(s) and their activities, through tasks determined by Program Coordinator.
	+	Preferably Bilingual with the ability to fluently speak, read, write, and effectively communicate in Spanish and English.	+	Support the oversight and control of the Program(s) schedule and budget, including tracking billing, payments, invoices, and other financial transactions.
			+	Review all monthly performance reports, and invoicing related to Program(s) activities assuring the delivery in accordance with contracting requirements.
			+	Support the use of technology for Program(s) operations, such as video conferencing technology, presentation software, and other communications technologies.
			+	Create, control, and maintain Program(s) records, reports, presentations, and proposals.
			+	Draft digital reports, report outlines, coordination of data collection, development, and analysis of data projections to capture any necessary information for program implementation, as determined by the Program Coordinator.

**NOTE:** FALSE OR MISLEADING STATEMENTS REGARDING STAFF QUALIFICATIONS OR PRIOR PROJECTS WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSER.

### 3. Program Management Tasks and Services

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The Proposer(s) must review all documentation available on the PRDOH's website (<https://www.cdbg-dr.pr.gov/en/>) for awareness of Program(s) requirements. The Proposer(s) must study and get familiarized with the Program(s) to have a clear understanding of PRDOH's

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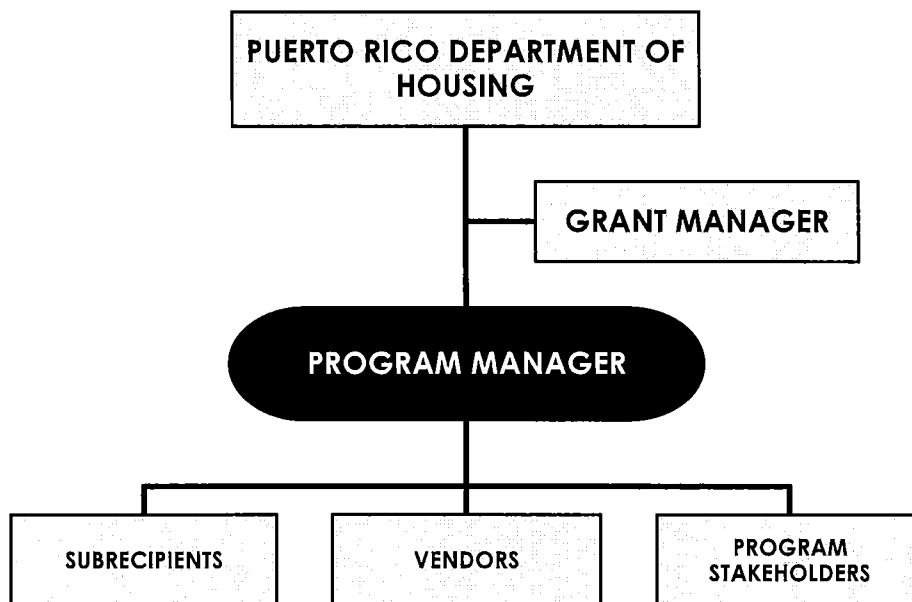
expectations.

Selected Proposer(s) must work closely with the PRDOH, and key stakeholders assigned by the PRDOH, to accomplish the identified tasks. The Selected Proposer(s) may be required to coordinate with other contracted firm(s) that will be providing services regarding other CDBG-MIT and/or CDBG-DR Program(s).

Selected Proposer(s) will perform the required services under defined tasks and subtasks, which may require a formal deliverable to the PRDOH. For every deliverable, Selected Proposer(s) must expect PRDOH's reasonable comments or revisions (request for changes) of delivered documents. Selected Proposer(s) must account for revisions or clarifications requests by PRDOH related to required deliveries.

**Figure 2** represents the Program Management structure to be implemented for the Program(s). This figure illustrates what shall be the typical organizational structure established by PRDOH with each vendor that has executed a contract. The Proposer(s) shall consider this structure to prepare a work plan and determine reasonable costs for the required program management services.

**Figure 2 Program Management Structure for Program(s)**



The Selected Proposer(s) shall be responsible for completing, at a minimum, the activities or required services task, subtasks, and deliverables outlined in this Scope of Services. The Selected Proposer(s) shall assist PRDOH or the Subrecipients by providing additional staff to accomplish assignments authorized by PRDOH. The Scope of Services presented is based upon circumstances existing at the time the RFP is released. PRDOH reserves the right to modify or delete the tasks or subtasks listed and, if appropriate, add additional tasks prior to and during the term of the contemplated contract. The services will be broken into the following tasks:

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- Task 1: Outreach and Stakeholder Engagement
- Task 2: Program Implementation
- Task 3: Invoice and Contract Management
- Task 4: Monitoring and Compliance
- Task 5: Reporting
- Task 6: Closeout

Program Management Services must include responsibilities described in **Table 3** and deliverables described in **Section 4 Deliverables**.

**Table 3 List of Tasks, Subtasks, and Services Required**

Task ID	Subtask ID (Service Name)	Subtask Description	Service Required
<b>Task 1: Outreach and Stakeholder Engagement</b>			
Task 1	<b>Subtask 1.1</b> Program Outreach and Stakeholder Engagement	<p>PRDOH will make the announcement and notifications before, during, and upon completion of program launch.</p> <p>PRDOH will inform and consult stakeholders during program implementation regarding program progress, outcomes, and deliverables.</p> <p>This may include notifications to stakeholders and potential subrecipients on the program(s) opportunities.</p> <p>Additionally, PRDOH will conduct a series of engagement events for potential subrecipients and stakeholders to describe program(s) requirements, participation instructions, and other critical program information.</p>	<p>a) Selected Proposer(s) must support with the coordination and initial program presentations open to all potential subrecipients to explain program requirements and procedures and set forth the next steps in program implementation.</p> <p>b) Selected Proposer(s) must properly document the outreach and engagement activities including, but not limited to, recordings, videos, photos, registration forms, and documentation of stakeholder feedback.</p> <p>c) Selected Proposer(s) must provide any other assistance required by the PRDOH to ensure all subrecipients and stakeholders received necessary trainings required to successfully develop program activities.</p> <p>d) In the case that the Program has a Vendor to perform the activities, the Selected Proposer(s) must provide support and coordination to all tasks described in Subtask 1.1.</p> <p>e) Selected Proposer(s) must conduct any other services as</p>

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Task ID	Subtask ID (Service Name)	Subtask Description	Service Required
			required by PRDOH.
Task 1	<b>Subtask 1.2</b> Program Application Participation Support or	The eligible entities may be required to apply to be considered by PRDOH for competitive program participation or be contacted directly by PRDOH for involvement in program implementation.  Initial meetings may be required to discuss and coordinate details of program application for competitive program(s) and participation for entities selected directly.	<ul style="list-style-type: none"> <li>a) Selected Proposer(s) must provide guidance and/or assistance regarding basic eligibility requirements and application instructions.</li> <li>b) Selected Proposer(s) must provide guidance on project beneficiaries and project schedule requirements.</li> <li>c) Participation Support could include subrecipients and vendors. In case the Program has a Vendor, the Selected Proposer(s) must provide support and coordination as required.</li> <li>d) Selected Proposer(s) may be required to conduct any other services as required by PRDOH.</li> </ul>
Task 1	<b>Subtask 1.3</b> Application Review	<p>After receiving applications, the review and evaluation of applications may be required.</p> <p>All required submittals must be performed using the System of Record provided by PRDOH.</p>	<ul style="list-style-type: none"> <li>a) Selected Proposer(s) may be required to conduct a review of application submissions, develop requests for information, when needed, and provide comments, if any.</li> <li>b) For each application, Selected Proposer(s) may be required to support, conduct, prepare and/or submit to PRDOH an evaluation report containing the analysis of each application and ranking to recommend awardees for PRDOH consideration.</li> <li>e) Selected Proposer(s) may be required to issue notices of application denial, notices of award, and include guidance on actions to the Subrecipient in order to continue participation or take for application reconsideration, when applicable.</li> <li>f) Selected Proposer(s) may be required to support PRDOH in the</li> </ul>

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Task ID	Subtask ID (Service Name)	Subtask Description	Service Required
			evaluation of Program-based reconsiderations, if needed. g) Selected Proposer(s) may be required to conduct any other services as required by PRDOH.
Task 1	<b>Subtask 1.4</b> Capacity Assessment and Subrecipient Agreement Support	After receiving application approval or upon entities agreement to participate in a Program, PRDOH will coordinate to obtain the required documentation and paperwork to complete the Capacity Assessment evaluation of the participant entity, as required by HUD.  Once the entity is considered to have the necessary capacity requirements, PRDOH will enter into Subrecipient Agreements (SRA) for program implementation.	a) Selected Proposer(s) must provide all necessary support to PRDOH in performing awardee(s) assessments to determine areas for improvement in terms of administrative structure, procedures, policies and personnel capacity in compliance with CDBG-MIT and/or CDBG-DR requirements. b) Selected Proposer(s) may be required to provide guidance and/or assistance to the awardees to gather the required documentation for the Capacity Assessment evaluation. c) Selected Proposer(s) must provide all necessary support to PRDOH in the coordination, technical assistance, review, and recommendations regarding execution of the SRA. d) Selected Proposer(s) may be required to conduct any other services as needed by PRDOH.
<b>Milestone is considered accomplished when PRDOH executes Subrecipient Agreements (SRA) with awardees for program implementation.</b>			
<b>Task 2: Program Implementation</b>			
Task 2	<b>Subtask 2.1</b> Planning activities development support	Upon execution of contracts and agreements, PRDOH will commence planning activities, coordinating with Subrecipients and vendors, and developing project plans for the execution of Program's planning activities and its	a) Selected Proposer(s) will coordinate meetings with Subrecipients, Vendors (if needed), other program stakeholders, and PRDOH to overview the timeline of pre-planning and planning activities and provide all necessary instructions to each team during the life of the Programs. b) Selected Proposer(s) may be

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Task ID	Subtask ID (Service Name)	Subtask Description	Service Required
		deliverables.	<p>required to provide guidance and/or assistance to the Subrecipients and/or Vendors for the development and submission of the project plans.</p> <p>c) Selected Proposer(s) must follow-up with the Subrecipients and/or Vendors for accomplishment of milestones, deliverables, timelines, and deadlines during pre-planning and planning phases.</p> <p>d) Selected Proposer(s) must collaborate, coordinate, and provide support to PRDOH's staff or representative with other resilience initiatives or efforts as needed. For example, this may include coordination with other CDBG-DR and CDBG-MIT Programs or with the Federal Emergency Management Agency (<b>FEMA</b>) Programs such as: Hazard Mitigation Grant Program, Public Assistance, and others as identified.</p> <p>e) Selected Proposer(s) must conduct any other services as required by PRDOH.</p>
Task 2	<b>Subtask 2.2</b> Workshops Support	PRDOH may conduct a series of capacity building workshops as part of specific program needs.	<p>a) Selected Proposer(s) may be requested to support the development of a list of workshops for stakeholders that will be engaged as part of the Capacity Building Workshop and conduct engagement with stakeholders, as needed.</p> <p>b) Selected Proposer(s) may support coordinating Capacity Building Workshops to build capacity in targeted areas and develop any additional material to support capacity building initiatives, as requested by PRDOH.</p> <p>c) Selected Proposer(s) will provide any other assistance required by the PRDOH in order to ensure all</p>

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Task ID	Subtask ID (Service Name)	Subtask Description	Service Required
			<p>stakeholders engaged in workshops receive the necessary training and support to take part in the program activity.</p> <p>d) Selected Proposer(s) may be required to conduct any other services as needed by PRDOH.</p>
Task 2	<b>Subtask 2.3</b> Planning Documentation Deliverables Management	<p>During planning activities, PRDOH will manage and review Program's planning activities and its deliverables.</p> <p>PRDOH will review and approve Planning deliverables developed by Program Subrecipients and vendors.</p>	<p>a) Selected Proposer(s) must provide follow-up and manage Subrecipients and/or vendors for accomplishment of milestones, deliverables, timelines, and deadlines.</p> <p>b) Selected Proposer(s) may be required to perform technical reviews and feedback of planning milestones deliverables related to the Programs.</p> <p>c) Selected Proposer(s) must determine if deliverables comply with Subrecipient Agreements, vendor's contracts, and CDBG-DR requirements. Provide reports to the PRDOH with results of determinations.</p> <p>d) Selected Proposer(s) will provide to the PRDOH's staff or representative all necessary reports to inform progress of all planning activities.</p> <p>e) Selected Proposer(s) must utilize PRDOH's systems of record to maintain daily updates of all required information.</p> <p>f) Selected Proposer(s) must provide immediate notification to PRDOH's staff or representative about any situation that may affect the accomplishment of any program management service to be provided through this RFP.</p> <p>g) Selected Proposer(s) must effectively manage any situation that may delay the delivery and, if</p>

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Task ID	Subtask ID (Service Name)	Subtask Description	Service Required
			<p>necessary, establish a timeline or plan of any delay to maintain the final delivery date unchanged.</p> <p>h) Selected Proposer(s) may perform a peer-review of each deliverable regarding all Program Planning Services, upon PRDOH request. When applicable, Selected Proposer(s) may prepare a report of findings and submit to Subrecipients and vendors for their revision, correction, and resubmission.</p> <p>i) Selected Proposer(s) must manage any disagreement with Subrecipients, Vendors, and other stakeholders, and, when necessary, involve PRDOH's staff or representative to address final implementation of revisions and resubmission.</p> <p>j) When applicable, the Selected Proposer(s) may coordinate between PRDOH, the Subrecipient, and/or vendor(s) the formal assignment of Planning Vendor(s) to perform special studies.</p> <p>k) Selected Proposer(s) must conduct any other services as required by PRDOH.</p>
<b>Milestone is considered accomplished when PRDOH validates all Program's planning activities as completed and approves its deliverables.</b>			
<b>Task 3: Invoice and Contract Management</b>			
Task 3	<b>Subtask 3.1</b> Invoicing Processing	PRDOH will review and approve all invoices submitted by Subrecipients and/or Vendors related to Program(s) activities.	<p>a) Selected Proposer(s) must support or review all invoicing related to Program(s) activities assuring the delivery was completed in accordance with contracting requirements. If the review is positive, provide written recommendation to PRDOH to generate a payment.</p> <p>b) Selected Proposer(s) must</p>

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Task ID	Subtask ID (Service Name)	Subtask Description	Service Required
			conduct any other services as required by PRDOH.
Task 3	<b>Subtask 3.2</b> Contract and Agreement Management	PRDOH will review budget and manage requisitions of works submitted by Subrecipients and/or Vendors related to Program(s) activities.	<p>a) Selected Proposer(s) will manage and support Subrecipients and/or Vendors participating in the Program by tracking activities performed against contract timelines and/or agreement performance goals.</p> <p>b) Selected Proposer(s) must manage requisitions of work that must be authorized by PRDOH before execution. Verify task orders requests to ensure the resources, hours, scope, and cost are necessary, allowable, reasonable, and allocable. If the verification is positive, provide written recommendation to PRDOH to generate a written authorization to Subrecipients.</p> <p>c) Selected Proposer(s) must provide management services in the development, implementation, and tracking of work plans, schedules, deliverables, and budget related to Program.</p> <p>d) Selected Proposer(s) must provide management services in the operation and logistical support to implement Program(s) activities.</p> <p>e) Selected Proposer(s) must coordinate meetings, conference calls or any other activity required by PRDOH's staff or representative to manage the Program(s) work plans, schedules, deliverables, and budget.</p> <p>f) Selected Proposer(s) must provide support to planning, design, development, and implementation of information technology, record keeping, and data tools and solutions to manage, track, and report on the</p>

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Task ID	Subtask ID (Service Name)	Subtask Description	Service Required
			<p>progress and delivery for the Program(s).</p> <p>g) Selected Proposer(s) must conduct any other services as required by PRDOH.</p>
Task 3	<b>Subtask 3.3</b> Document Control	PRDOH will require Subrecipients and vendors to establish, adopt, and maintain protocols for document control management related to the Program(s) activities.	<p>a) Selected Proposer(s) must store, archive, and retrieve physical documents and electronic images of all paper documents, correspondence, training material, and policies and procedures in a secured data warehouse in accordance with HUD regulations and requirements in coordination with System of Record requirements.</p> <p>b) Selected Proposer(s) must establish and maintain protocols for physical file management to include, among other things, document standards and workflows, file naming conventions, access to a file, tracking of location and possession of a file, and return of a file.</p> <p>c) Selected Proposer(s) must ensure all project information and documentation is always available in the PRDOH system record.</p> <p>d) Selected Proposer(s) must provide sufficient, appropriate document control and management to meet the financial and documentation requirements for CDBG-MIT and CDBG-DR grants. At a minimum, the following records are required:</p> <ul style="list-style-type: none"> <li>i. Records providing full description of each activity.</li> <li>ii. Records verifying that activity meets national and grant objectives.</li> </ul>

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Task ID	Subtask ID (Service Name)	Subtask Description	Service Required
			<p>iii. Records related to demonstrating eligibility of activities.</p> <p>iv. Records documenting compliance with Davis-Bacon Act, Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act, Minority Business Enterprise, Women Business Enterprise, Section 3 of the Housing and Urban Development Act of 1968, fair housing and equal opportunity Requirement.</p> <p>v. Financial records and reports required by the Program(s).</p> <p>vi. Records supporting any specific requirements of the Program or the CDBG-MIT or CDBG-DR allocations.</p> <p>e) Selected Proposer(s) must conduct any other services as required by PRDOH.</p>
<b>Milestone is considered accomplished when PRDOH validates that all required contract management activities have been completed for the Program.</b>			
<b>Task 4: Monitoring and Compliance</b>			
Task 4	<b>Subtask 4.1</b> Monitoring activities support	PRDOH will perform monitoring of works, deliverables, invoices, and activities executed by Subrecipients and/or Vendors related to Program(s) activities.	<p>a) Selected Proposer(s) must coordinate with PRDOH all necessary monitoring processes for all services within the Program(s), upon request.</p> <p>b) Selected Proposer(s) must conduct reviews to identify deficiencies in Subrecipient and/or Vendor implementation of a project or projects and must inform PRDOH any concerns regarding program(s) compliance.</p> <p>c) Selected Proposer(s) must utilize PRDOH's system of record to follow-up progress on monitoring results and feedback, upon</p>

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Task ID	Subtask ID (Service Name)	Subtask Description	Service Required
			request. d) Selected Proposer(s) must ensure that approved activities are carried out in a timely manner and in accordance with the requirements and primary objectives of the approved application, subrecipient and/or vendor agreement, Program(s) requirements, and all applicable Puerto Rico's laws, CDBG-MIT and CDBG-DR regulations, and PRDOH policies. e) Selected Proposer(s) must conduct any other services as required by PRDOH.
	<b>Subtask 4.2</b> Compliance activities support	PRDOH will perform compliance monitoring of all planning deliverables and activities executed by Subrecipients and/or Vendor during Program(s) implementation.	a) Selected Proposer(s) must develop a Compliance Plan to address all tasks included in this RFP and how these will comply with PRDOH's CDBG-DR and/or CDBG-MIT Programs goals, including applicable statutory and regulatory requirements. b) Selected Proposer(s) must implement processes to track and maintain timelines and schedules coordinated with PRDOH. c) Selected Proposer(s) must implement and maintain all compliance program documentation as required by PRDOH's applicable CDBG-DR and CDBG-MIT guidelines and policies. d) Selected Proposer(s) must utilize PRDOH's system of record to follow-up progress on compliance results and feedback. e) Selected Proposer(s) must identify and advise PRDOH on any potential program and project compliance risks and issues and develop mitigation strategies.

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Task ID	Subtask ID (Service Name)	Subtask Description	Service Required
			f) Selected Proposer(s) must provide as-needed expert advisory services and analysis regarding the applicability of federal regulations for funded activities.  g) Selected Proposer(s) must conduct any other services as required by PRDOH.
Task 4	<b>Subtask 4.3</b> Procurement activities support	PRDOH will coordinate with Subrecipients to ensure the formal procurement processes are conducted following PRDOH's CDBG-DR and CDBG-MIT procurement requirements and the 2 C.F.R. 200.318 - 200.327.	a) When requested by PRDOH, Selected Proposer(s) may coordinate necessary meetings and training sessions with PRDOH to ensure Subrecipients and/or Vendor compliance with all PRDOH's procurement process requirements.  b) When requested by PRDOH, selected Proposer(s) may provide technical support to Subrecipients to develop preliminary cost estimates.  c) When requested by PRDOH, selected Proposer(s) may review the draft contract and the cost reasonableness submitted by Subrecipients.  d) Selected Proposer(s) may be required to conduct any other services as needed by PRDOH.
<b>Milestone is considered accomplished when PRDOH validates that all required monitoring and compliance activities have been completed for the Program.</b>			
<b>Task 5: Reporting</b>			
Task 5	<b>Subtask 5.1</b> Program Reporting	PRDOH will require Program Subrecipients and vendors to prepare Program reports to inform PRDOH about progress and status of deliverables and milestones.  The outline template and formatting of monthly reports are	a) Selected Proposer(s) must prepare any weekly, biweekly, monthly, or special reports required to inform progress, performance, and status of deliverables and milestones, monitoring and compliance results for each phase and task performed throughout program implementation.  b) Selected Proposer(s) must review

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Task ID	Subtask ID (Service Name)	Subtask Description	Service Required
		established by the PRDOH.	any weekly, biweekly, monthly, or special reports required by PRDOH and prepared by Program(s) Subrecipients and/or Vendors and, if the review is positive, provide written recommendation to PRDOH to approve the reports.  c) Selected Proposer(s) may be required to conduct any other services as needed by PRDOH.
Task 5	<b>Subtask 5.2</b> Final Reporting	PRDOH may require Program Subrecipients and/or vendor(s) to develop and submit a public-facing final report for all work performed during Program implementation.  Final Report should be submitted in both Spanish and English language versions. The outline template and formatting of the final report will be established by the PRDOH and may include details of the process work, as well as the development of recommendations stemming from this process.	a) If requested by PRDOH, Selected Proposer(s) must develop and submit a public-facing final report for all work performed as per Program requirements.  b) If requested by PRDOH, Selected Proposer(s) must review Subrecipient and/or Vendor final reports. If the review is positive, Selected Proposer(s) must provide written recommendation to PRDOH to approve the final report.  c) Selected Proposer(s) may be required to conduct any other services as needed by PRDOH.
<b>Milestone is considered accomplished when PRDOH approves all required reporting for the Program.</b>			
<b>Task 6: Closeout</b>			
Task 6	<b>Subtask 6.1</b> Program Closeouts	PRDOH will require Program(s) Subrecipients and/or Vendors to complete all required documentation (forms, templates, checklists, etc.) and backup, in	a) Selected Proposer(s) must coordinate with Subrecipient and/or Vendor for receiving the required documentation for Closeout evaluation and will provide all necessary feedback to the Subrecipient and/or Vendor to assure the Closeout

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Task ID	Subtask ID (Service Name)	Subtask Description	Service Required
		<p>compliance with PRDOH's guides, policies and regulations for the administrative Closeout of the SRA and/or contract.</p> <p>PRDOH will evaluate all documentation submitted by the Subrecipients and/or Vendors and will validate the Completeness of the submission before issuing the final Closeout approval.</p>	<p>package is complete.</p> <p>b) Selected Proposer(s) will lead and support:</p> <ul style="list-style-type: none"> <li>i. Perform a review of information in PRDOH's system of record to determine what documents are needed to successfully complete Closeout.</li> <li>ii. Communicate to the Subrecipient and/or Vendor any outstanding documents required.</li> <li>iii. Proceed to project Closeout, if the Subrecipient and/or Vendor is in good standing with all documentation.</li> <li>iv. Discuss with PRDOH Legal Division the requests for Closeout procedure of SRA.</li> <li>v. Issue the project Closeout letter to the Subrecipient and/or Vendor, copying applicable administrative staff.</li> </ul> <p>c) Once the package is complete, the Selected Proposer(s) will coordinate with the PRDOH for processing the Closeout of the SRAs or contracts and submitting all necessary documentation in PRDOH's System of Record.</p> <p>d) Selected Proposer(s) must conduct activities described in Task 6.1 for compliance with its Contract Closeout with PRDOH.</p> <p>e) Selected Proposer(s) may need to conduct any other services as required by PRDOH.</p>
<p><b>Milestone is considered accomplished when PRDOH confirms the Closeout program has been completed.</b></p>			

#### 4. Deliverables

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Deliverables shall be considered those tangible and resulting work products which are to be delivered from the Selected Proposer(s) to the PRDOH. All deliverables and resulting work products from this contract will become the property of the PRDOH. The Proposer(s) shall certify the accurateness of its deliverables to the PRDOH.

The key deliverables to be provided include, but are not limited to, the following:

- + As part of the general program management and administration, the following deliverables will be required for submission to PRDOH:
  - One (1) Training Plan on all topics for which training to Applicants/Subrecipients/Vendors to be submitted within **thirty (30) calendar** days from the execution of the contract and updated and resubmitted as needed as the contract is implemented;
  - One (1) Communications Plan to be submitted within **thirty (30) calendar** days from the execution of the contract and updated and resubmitted as needed as the contract is implemented;
  - One (1) Contractor Organization Chart to be submitted within **thirty (30) calendar days** from the execution of the contract and updated and resubmitted as needed as the contract is implemented;
  - Any other deliverable required by PRDOH.
- + Under **Task 1: Outreach and Stakeholder Engagement**, the following deliverables will be required for submission to PRDOH:
  - One (1) Outreach and Stakeholder Engagement Outline and one (1) Program Application Outreach and Participation Outline (where applicable) to be submitted within **sixty (60) calendar days** from the execution of the contract and updated and resubmitted as needed as the contract is implemented;
  - One (1) Monthly Stakeholder Meeting Calendar to be submitted every **fifth (5th) day of the month**;
  - One (1) Monthly Stakeholder Engagement Report to be submitted every **fifth (5th) day of the month**;
  - One (1) Stakeholders Key Staff and Contact Information database to be submitted within **thirty (30) calendar days** from the execution of the contract and updated and resubmitted as needed as the contract is implemented;
  - Initial coordination meeting(s) and associated presentation materials (i.e., slide deck, facilitator guide, meeting notes) for program outreach, stakeholder engagement, and Program application and participation support (where applicable) within **thirty (30) calendar days** from the execution of the contract and updated and resubmitted as needed as the contract is implemented;
  - One (1) Final Report of Program applications and participation submitted via the System of Record within **one (1) calendar day** from Program's Application Submission Due Date;
  - One (1) Final Evaluation Report of all applications evaluated and document a recommendation in consultation with PRDOH to be submitted within **seven (7) calendar days** from Program's Application Evaluation Period due date;
  - One (1) Final Report of all Notifications of Award sent to applicants and document all notifications and reconsiderations issued in consultation with PRDOH to be submitted within **one (1) calendar day** from Program's Application Notice of Award;
  - One (1) Final Report of Capacity Assessment and Subrecipient Agreement Support to be submitted within **fifteen (15) calendar days** from final SRA execution;
  - Any other deliverable required by PRDOH.

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- + Under **Task 2: Program Implementation**, the following deliverables will be required for submission to PRDOH:
  - Quality Control and Assurance Plans to be submitted within **thirty (30) calendar days** from the execution of the contract and updated and resubmitted as needed as projects are implemented;
  - Monthly Project Progress Reports setting forth the overall status of projects and the compliance of the project with applicable requirements to be submitted every **fifth (5th) day of the month**;
  - One (1) report of project plan development and schedule support to be submitted every **fifth (5th) day of the month**;
  - One (1) Capacity Building Workshop(s) Coordination Report to be submitted **every fifth (5th) day of the month**;
  - One (1) report of all reviewed and approved Planning deliverables developed by Program Subrecipients and Vendors every **fifth (5th) day of the month**; and
  - Any other deliverable required by PRDOH.
- + Under **Task 3: Invoice and Contract Manager**, the following deliverables will be required for submission to PRDOH:
  - One (1) report of all invoices submitted by Subrecipients and/or Vendors; reviewed and recommended for approval **every fifth (5th) day of the month**;
  - One (1) report of all reviewed budget and management of requisitions of works submitted by Subrecipients and/or Vendors **every fifth (5th) day of the month**;
  - Determination Reports on Payment Request to be submitted to the Subrecipient/Vendor and the PRDOH within **seven (7) calendar days** of the Subrecipient/Vendor submitting its payment requests;
  - One (1) report of protocols for document control management withing **thirty (30) calendar days** from the execution of the contract and updated and resubmitted as needed as the contract is implemented; and
  - Any other deliverable required by PRDOH.
- + Under **Task 4: Monitoring and Compliance**, the following deliverables will be required for submission to PRDOH:
  - One (1) report of monitoring protocols that will be followed as part of the Program(s) to be submitted within **thirty (30) calendar days** from the execution of the contract and updated and resubmitted as needed as projects are implemented;
  - One (1) report of monitoring activities carried out in accordance with monitoring protocols document within **seven (7) calendar days** of the execution of monitoring activities;
  - Project Progress Reports setting forth the compliance of the project with applicable requirements (planning, procurement, Section 3, M/WBE, wages, safety, etc.) to be submitted quarterly or upon **one (1) calendar day** from PRDOH request;
  - Change Order Request and Review Reports to be submitted to the Subrecipient/Vendor and the PRDOH within **ten (10) calendar days** after the Subrecipient/Vendor submitting change orders to the Program Manager;
  - Any other deliverable required by PRDOH.
- + Under **Task 5: Reporting Task**, the following deliverables will be required for submission to PRDOH:

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- One (1) Monthly Program Progress and Performance Report to be submitted **every fifth (5th) day of the month**;
  - One (1) public-facing final report for within **thirty (30) calendar days** after PRDOH confirms program activities have been completed;
  - Any other deliverable required by PRDOH.
- + Under **Task 6: Closeout**, the following deliverables will be required for submission to PRDOH:
- One (1) set of all required documentation (forms, templates, checklists, etc.) and backup for each Subrecipient or Vendor, in compliance with PRDOH's guides, policies and regulations for the administrative Closeout of the SRA and/or contract within **ten (10) calendar days** after PRDOH Notice to Proceed with closeout activities;
  - One (1) set of all required documentation (forms, templates, checklists, etc.) and backup, in compliance with PRDOH's guides, policies and regulations for the administrative Closeout of the contract within **ten (10) calendar days** after PRDOH notice to proceed with closeout activities;
  - Any other deliverable required by PRDOH.

## 5. Term of Contract

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PRDOH anticipates awarding the resulting contract(s) for an initial two (2) year term with three (3) optional annual extensions upon mutual agreement of the parties.

## 6. Response Requirements

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In response to this Solicitation, Proposers should return the entire completed Proposal Submission package. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required. The proposal shall be written quite detailed to permit the PRDOH to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

**NOTE:** FALSE OR MISLEADING STATEMENTS REGARDING STAFF QUALIFICATIONS OR PRIOR PROJECTS WILL RESULT IN THE DISQUALIFICATION OF THE RESPONSE AND CANCELLATION OF ANY RESULTING CONTRACT IF DISCOVERED AFTER AWARD.

## 7. SAM Registry

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Proposers must be registered in the System for Award Management (SAM) at the time of the Proposal submission or initiate the registration process right after the Proposal submission. For more information about the System for Award Management (SAM) go to <https://sam.gov/content/home>. Awards will only be issued to entities which are cleared and not ineligible for award of a contract due to suspension, debarment, or HUD imposed limited denial of participation.

## 8. PRDOH Reservation of Rights

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The PRDOH reserves the right, without limitations, to:

- i. Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by to be in its best interests.

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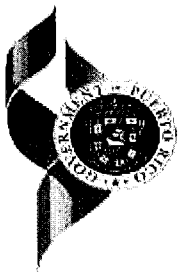
- ii. Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- iii. Cancel this solicitation and reissue the RFP or another version of it, if it deems that doing so is in the best interest of the Public Interest.
- iv. PRDOH shall have no obligation to compensate any Selected Proposer(s) for any costs incurred in responding to this RFP.
- v. To reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to, if:
  - a. Funding is not available.
  - b. Legal restrictions are placed upon the expenditure of monies for this category
  - c. PRDOH's requirements in good faith change after the award of the contract.
- vi. To require additional information from Selected Proposer(s) to determine the level of responsibility.
- vii. To contact any individuals, entities, or organizations that have had a business relationship with the Selected Proposer(s), regardless of their inclusion in the reference section of the proposal submittal.
- viii. To contract with one or more Qualified Proposers as a result of the selection of the RFP or the cancellation of this RFP.

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The Selected Proposer(s) shall be responsible for completing the activities outlined in this Scope of Services. The Selected Proposer(s) shall assist PRDOH by providing additional resources to accomplish assignments authorized by the PRDOH.

**END OF SCOPE OF SERVICES**



**COMPENSATION SCHEDULE**  
**Atkins Caribe, LLP**  
**Planning Programs Management Services**  
**Request for Proposals No. CDBG-DRMIT-RFP-2022-11**

The following section contains cost information that considers the quantity of resources, maximum hours, and rate per hour for each key staff and program team members provided by the Planning Programs Management Services through their Price Form in compliance with the Request for Proposals (**RFP**) CDBG-DRMIT-RFP-2022-11.

The Procurement Division recommends to award to Atkins Caribe, LLP a contract in the amount of **\$5,636,520.00** for a period of two (2) years with the option of up to three (3) additional annual extensions. In case of discrepancy between the Price Form and this Compensation Schedule quantity of resources, rate per hour and/or maximum hours per month, the Price Form will prevail.

Table 1 presents a summary of the rates presented by Atkins.

**Table 1: Atkins Compensation Rates**

Position	Estimated FTE Qty. [ A ]	Max. Hours Per Month Per FTE [ B ]	Rate Per Hour [ C ]	Estimated Monthly Cost Per Position [ D = A x B x C ]
<b>Key Staff Positions</b>				
Program Manager	1	170	\$195.00	\$33,150.00
Staff Planner	1.5	170	\$159.00	\$40,545.00
Regulatory Compliance Officer	1.5	170	\$149.00	\$37,995.00
Program Coordinator	2	170	\$144.00	\$48,960.00
<b>Program Team Members</b>				
Subject Matter Expert	1	85	\$201.00	\$17,085.00
Outreach Specialist	1	170	\$99.00	\$16,830.00
Program Support Specialist	3	170	\$79.00	\$40,290.00
<b>Monthly Sub-Total</b>				<b>\$234,855.00</b>
<b>[ I ] Maximum Cost of Planning Programs Management Services for Twenty-Four (24) Months</b>				<b>\$5,636,520.00</b>
<b>TOTAL PROPOSAL COST</b>				<b>\$5,636,520.00</b>

The following conditions will apply to the compensation rate mentioned above.

- 1) **Estimated Qty. of Resources** represents the estimated quantity of Full -Time Equivalent (FTE) to be employed by each member of staff. Should not be interpreted as a cap on the allowed quantity of staff.

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- 2) **Max. Hours Per Month Per FTE** represents the estimated quantity of monthly hours to be employed by each key position. Should not be interpreted as a cap on the allowed level of effort per position.
- 3) **Rate Per Hour** includes overhead, profit, royalties, reimbursements, travel, fringe benefits, taxes, as well as any other additional fees and administrative costs applicable to the services.
- 4) **Estimated Monthly Cost Per Position** represents the estimated cost of positions based on the Estimated FTE Quantity and the Estimated Hours Per Month Per FTE in the cost form. Should not be interpreted as a cap on allowed billing per position.
- 5) **Monthly Sub-Total** represents the maximum amount that the Program Manager is allowed to invoice for the positions included in this Cost Form for any given month. An individual position may invoice for an amount greater than that established in the **Estimated Monthly Cost Per Position** column at any given month; but the total amount to be invoiced for the group of positions may not exceed the **Monthly Sub-Total**.

**END OF COMPENSATION SCHEDULE.**

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GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

# Attachment D

**PERFORMANCE REQUIREMENTS**  
**Request for Proposals**  
**Planning Programs Management Services**  
**Community Development Block Grant – Disaster Recovery**  
**Community Development Block Grant – Mitigation**  
**Puerto Rico Department of Housing**  
**CDBG-DRMIT-RFP-2022-11**

## **INTRODUCTION**

This document represents performance metrics and requirements for Planning Program Management Services. The Contractor shall adhere to the requirements of this document. The Contractor shall develop workplans, schedules, reports, and/or any other document as may be requested by PRDOH or its representative in connection with the metrics and requirements set forth herein. The Contractor shall submit any of such documents for review and approval as requested by the PRDOH within the specified time frame provided for such request. PRDOH reserves the right to request any information as part of the Grantee's responsibilities. The Contractor is responsible for compliance with all aspects of the Scope of Services that will be included as an Attachment of the Contract.

The requirements and metrics included in these Performance Requirements may be modified, including the addition of new requirements based on the Program's development and implementation, at the discretion of PRDOH for the Program's Benefit. Modifications shall become binding between the parties upon agreement and will not require an amendment to the contract.

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## **LIQUIDATED DAMAGES & PENALTIES**

The Contractor shall pay to PRDOH, as liquidated damages, \$150.00 for each calendar day that a required deliverable is late until deemed in compliance, subject to a maximum of \$1,500.00 to be established per deliverable. Said sums, in view of the difficulty of accurately ascertaining the loss which PRDOH will suffer by reason of delay in the completion of works requested, are hereby fixed and agreed as the liquidated damages that PRDOH will suffer by reason of such delay. Liquidated damages received are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the PRDOH's right to indemnification, or the Contractor's obligation to indemnify the PRDOH, or to any other remedy provided for as a provision of the contract or law. Liquidated damages may be assessed at the sole discretion of PRDOH. For the purpose of applying and calculating such liquidated damages, a grace period of ten (10) days shall be observed, and the schedule may be extended by any additional time or delays outside the control of the Contractor caused by act of omission of the PRDOH, HUD, or any of their representatives. The PRDOH may deduct and retain out of the monies which may become due to the Contractor, the amount of any such liquidated damages; and in case the amount which may become due is less than the amount of liquidated damages due to the PRDOH, the Contractor shall be liable to pay the difference.

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## PERFORMANCE METRICS

SUBTASK	DELIVERABLES	TIMEFRAME
<b>General Program Management and Administration</b>		
	<b>One (1) Training Plan</b> on all topics for which training to Applicants/Subrecipients/Vendors	<b>Within thirty (30) calendar days</b> from the execution of the contract and updated and resubmitted as needed as the contract is implemented.
	<b>One (1) Contractor Organization Chart</b>	<b>Within thirty (30) calendar days</b> from the execution of the contract and updated and resubmitted as needed as the contract is implemented.
<b>Task 1: Outreach and Stakeholder Engagement</b>		
<b>Subtask 1.1</b> Program Outreach and Stakeholder Engagement	<b>One (1) Outreach and Stakeholder Engagement Outline</b> (for RAD Program only)	<b>Within sixty (60) calendar days</b> from the execution of the contract and updated and resubmitted as needed as the contract is implemented.
	<b>One (1) Monthly Stakeholder Meeting Calendar</b>	To be submitted <b>every fifth (5th) day of the month;</b>
	<b>One (1) Monthly Stakeholder Engagement Report</b>	To be submitted <b>every fifth (5th) day of the month;</b>
	<b>Initial coordination meeting(s) and associated presentation materials (i.e., slide deck, facilitator guide, meeting notes) for program outreach, stakeholder engagement, and Program application and participation support (where applicable)</b>	<b>Within thirty (30) calendar days</b> from the execution of the contract and updated and resubmitted as needed as the contract is implemented;
<b>Task 2: Program Implementation</b>		
<b>Subtask 2.1</b> Planning activities	<b>Monthly Project Progress Reports</b> setting forth the overall status of	To be submitted <b>every fifth (5th) day of the month.</b>

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SUBTASK	DELIVERABLES	TIMEFRAME
development support	projects and the compliance of the project with applicable requirements	
<b>Subtask 2.2</b>	<b>One (1) report of project plan development and schedule support</b>	To be submitted <b>every fifth (5th) day of the month.</b>
Workshops Support	<b>One (1) Capacity Building Workshop(s) Coordination Report</b> (for RAD Program only)	To be submitted <b>every fifth (5th) day of the month.</b>
<b>Subtask 2.3</b>	<b>One (1) report of all reviewed and approved Planning deliverables developed by Program Subrecipients and Vendors</b> (for RAD Program only)	To be submitted <b>every fifth (5th) day of the month.</b>
Planning Documentation Deliverables Management		
<b>Milestone is considered accomplished when PRDOH validates all Program's planning activities as completed and approves its deliverables.</b>		
<b>Task 3: Invoice and Contract Management</b>		
<b>Subtask 3.1</b>	<b>One (1) report of all invoices submitted by Subrecipients and/or Vendors</b>	Reviewed and recommended for approval <b>every fifth (5th) day of the month.</b>
Invoicing Processing	<b>One (1) report of all reviewed budget and management of requisitions of works</b>	Submitted by Subrecipients and/or Vendors <b>every fifth (5th) day of the month.</b>
<b>Subtask 3.2</b>	<b>Determination Reports on Payment Request to be submitted to the Subrecipient/Vendor and the PRDOH</b>	<b>Within seven (7) calendar days</b> of the Subrecipient/Vendor submitting its payment requests.
Contract and Agreement Management		
<b>Subtask 3.3</b>	<b>One (1) report of protocols for document control management</b>	<b>Within thirty (30) calendar days</b> from the execution of the contract and updated and resubmitted as needed as the contract is implemented.
Document Control		
<b>Milestone is considered accomplished when PRDOH validates that all required contract management activities have been completed for the Program.</b>		
<b>Task 5: Reporting</b>		
<b>Subtask 5.1</b>	<b>One (1) Monthly Program Progress and Performance Report</b>	To be submitted <b>every fifth (5th) day of the month.</b>
Program Reporting	<b>One (1) public-facing final report</b>	To be submitted <b>within thirty (30) calendar days</b> after PRDOH confirms program activities have been completed.
<b>Milestone is considered accomplished when PRDOH approves all required reporting for the Program.</b>		

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**INSURANCE REQUIREMENTS**  
**Request for Proposals**  
**Planning Program Management Services**  
**Community Development Block Grant – Disaster Recovery**  
**Community Development Block Grant – Mitigation**  
**Puerto Rico Department of Housing**

**SPECIAL INSURANCE SPECIFICATIONS**  
**CDBG-DR-MIT-RFP-2022-11**

- A. The successful proposer before commencing to work, or receiving a written notice to proceed with, or being allowed to start to work, must submit to the **Puerto Rico Department of Housing (\*PRDOH)**, original and two (2) certified copies of the hereafter mentioned insurance policies and/or bonds, thus including all endorsements as agreements required under the special contractual conditions as per the following:

1. (X) **State Insurance Fund Workers' Compensation Insurance Policy**

In accordance with the Puerto Rico Workmen's Compensation Act No. 45, to facilitate its acquisition, the **\*PRDOH** shall provide a letter to the successful proposer addressed to the State Insurance Fund.

2. (X) **Commercial General Liability (Special Form) including the following insurance coverage**

COVERAGE	LIMIT
<b>I. Commercial General Liability:</b>	
• Each Occurrence	\$1,000,000
• General Aggregate	\$1,000,000
• Products & Complete Operations	\$1,000,000
• Personal Injury & Advertising	\$1,000,000
• Fire Damage	\$100,000 (Any one Fire)
• Medical Expense	\$10,000 (Any one person)
<b>II. Employer's Liability Stop Gap:</b>	
• Bodily Injury by Accident	\$1,000,000
• Each Employee	\$1,000,000
• Each Accident	\$1,000,000
• Bodily Injury by Disease	\$1,000,000
• Each Employee	\$1,000,000
• Each Accident	\$1,000,000

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**INSURANCE REQUIREMENTS**  
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**Puerto Rico Department of Housing**

**3. (X) Comprehensive Automobile Liability Form including the following insurance coverages**

LIMIT	
• Auto Liability -	\$1,000,000
• Physical Damages -	\$1,000,000
• Medical Payments -	\$ 20,000
<b>The Commercial Auto cover must be applied to the following symbols:</b>	
• Liability Coverage -1	
• Physical Damages – 2 and 8	
• Hired – Borrowed Auto – 8	
• Non-Owned Auto Liability – 9	

**4. (X) Professional Liability and or Errors and Omissions for Staff Planner, Regulatory Compliance Officer, Program Coordinator, Program Team Member, Subject Matter Expert, Outreach Specialist and any other professional related to the staff Program Management Services.**

**(X) A. Risk, interest, location and limits**

**(X) A. 1** Description of work to be done

**(X) A. 2** Limits:

(X) each occurrence	\$2,000,000
(X) Aggregate	\$2,000,000
(X) Deductible	\$ 20,000

**(X)A.3** Certification that the insurance contract has been given as surplus lines coverage under the Commonwealth Insurance Code, when applicable.

**5. (X) Ciber Liability Coverage**

Limit - \$2,000,000

**6. (X) Umbrella**

Limit - \$5,000,000

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**INSURANCE REQUIREMENTS**  
**Request for Proposals**  
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7. (X) The policies to be obtained must contain the following endorsements including as additional insured the ***Puerto Rico Department of Housing (\*PRDOH)***, ***U.S. Department of Housing and Urban Development (HUD)***, and the ***Government of Puerto Rico***.

- a. (X) Breach of warranty
- b. (X) Waiver and / or Release of Subrogation
- c. (X) Additional Insured Clause
- d. (X) Hold Harmless Agreement
- e. (X) 30 Days Cancellation Clause

8. (X) The insurance carrier or carriers, which will present said certificates of insurance, must have at least a B+ rating according to the AM Best Rating Guide.

**B. IMPORTANT NOTICE TO INSURANCE AND SURETY COMPANIES AND THEIR REPRESENTATIVES**

All insurance companies and all guarantors who issue policies or bonds under our special contractual conditions are subject to the following:

1. Be authorized to do business within the Commonwealth of Puerto Rico and have the corresponding license issued by the Commissioner of Insurance.
2. To be enjoying a good economic situation and to be classified under the Category of B+ Rating according by the "Best Rating Guide".
3. Submit to the ***\*PRDOH*** a written certification as evidence of full payment of premiums by the Contractor. Mention each risk coverage premium separately.
4. Avoid sub-contractual obligations of premium financing or any other kind, which may be detrimental to the public interest.
5. Avoid any request for cancellation by the contractor prior to the expiration date of the policy, without the consent of the Contract Division of the ***\*PRDOH***: Discuss any refund of unearned premium.
6. Follow all Federal Bail and Acceptance Insurance Regulations, when applicable.

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**INSURANCE REQUIREMENTS**  
**Request for Proposals**  
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**Community Development Block Grant – Disaster Recovery**  
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**Puerto Rico Department of Housing**

7. Indicate in the appropriate place of all insurance policies and/or bonds, the full description of the project, work or service to be rendered.
8. Not to make any amendments to insurance policies and bonds issued under the special conditions mentioned above, unless approved by the Insurance Section of the **\*PRDOH**.
9. To ensure that all insurance policies or bonds are issued to comply with all of our special insurance conditions with respect to the period of coverage, type of risk coverage, as well as all limits, as specified, and also to eliminate those exclusions in accordance with our request.
10. Clarify any questions regarding insurance requirements by any means of communication with the Insurance Section of the **\*PRDOH** under the Secretary for Legal Affairs.

**C. EVIDENCE OF INSURANCE COVERAGE OF EACH SUBCONTRACTOR TO BE SUBMITTED BY THE SUCCESSFUL PROPOSER AS THE PRIME CONTRACTOR:**

The **successful proposer**, as the prime contractor, has the duty to require each of the subcontractors or subcontractor to maintain in force all insurance policies and/or bonds necessary to cover their individual participation in the risk or risks related to the subcontracted work or service to be rendered.

Therefore, we emphasize that prior to commencing work or receiving written notice to proceed with such work, or being authorized to commence work the **successful proposer** has the responsibility to provide the **\*PRDOH** with all the certifications of insurance and/or bonds required under the special conditions approved by the Contract Division, Insurance Section of the **\*PRDOH**.

All insurance policies shall remain in effect for the entire contractual period, in case of any order of change and/or amendment resulting in alteration of the original project completion date or total original cost; the **successful proposer** shall take the necessary steps to request the insurer to include such changes in all related insurance policies and/or bond and to submit evidence by appropriate endorsements with effective dates. Cancellations without consent are not accepted.

The **\*PRDOH** reserves the right to stop any work or service under contract until the breach of these requirements has been remedied, so that any delay in the

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**INSURANCE REQUIREMENTS**  
**Request for Proposals**  
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**Puerto Rico Department of Housing**

performance of the contract based on any breach of the insurance coverage requirements shall be deemed the sole responsibility of the Main Contractor.

**D. CONFLICT OR DIFFERENCE BETWEEN THE SPECIFICATIONS OF THE TENDERING, PROCEDURE AND SPECIAL INSURANCE CONDITIONS AND BONDS**

In the event of any conflict or difference in the description of coverage or amount or limits, etc., with respect to insurance requirements, the "**Special Conditions of Insurance and Bonds**" as set forth in this Insurance Requirements prevail over any other insurance specifications.

***\*PRDOH reserves the right to modify any Insurance Requirements at any time, in accordance with the Program's needs.***

**E. CERTIFICATE OF CONTRACT DIVISION**

We hereby certify, to our best knowledge and understanding, that we have prepared the aforementioned "**Insurance and Bonds Special Conditions**" after a proper evaluation of the related risks, based on the information of the nature of the project and description submitted to us, as requested by the Contracting Program through a written application.

**DESCRIPTION OF THE SERVICES:**

**Professional Services**  
**RFP-CDBG-DRMIT-RFP-2022-11**

**Planning Program Management Services**  
**Community Development Block Grant – Disaster Recovery**  
**Community Development Block Grant – Mitigation**

October 14, 2022  
Date

Sonia Damaris Rodríguez  
Sonia Damaris Rodríguez  
Insurance Specialist  
CDBG-DR & Mit Program

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## ATTACHMENT F

### HUD GENERAL PROVISIONS

Given that the Contract involves funds for which the U.S. Department of Housing and Urban Development (**HUD**) is the oversight agency, the following terms and conditions may apply to this Contract. In addition, Contractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <https://www.hudexchange.info/resource/2490/hud-form-4010-federal-labor-standards-provisions/>.

The CONTRACTOR shall include these terms and conditions in all subcontracts or purchase orders directly servicing the Contract.

These general provisions may be updated from time to time. It is the sole responsibility of the CONTRACTOR to be aware of any changes hereto, to amend and implement such changes and to ensure subcontracts terms and conditions are modified as necessary, if any.

#### General Provisions:

##### 1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

##### 2. STATUTORY AND REGULATORY COMPLIANCE

CONTRACTOR shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by: the Continuing Appropriations Act, 2018, and Supplemental Appropriations for Disaster Relief Requirements, 2017 (**Pub. L. 115-56**) approved on September 8, 2017, as amended; the Bipartisan Budget Act of 2018 (**Pub. L. 115-123**) approved on February 9, 2018, as amended; the Additional Supplemental Appropriations for Disaster Relief Act, 2019, (**Pub. L. 116-20**) approved on June 6, 2019, as amended; as well as including, but not limited to, the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including if certain expenses are allowed.

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### **3. BREACH OF CONTRACT TERMS**

The Puerto Rico Department of Housing (**PRDOH**) reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this Contract, in instances where the CONTRACTOR or any of its subcontractors violate or breach any Contract term. If the CONTRACTOR or any of its subcontractors violate or breach any Contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the Contract documents, and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

### **4. REPORTING REQUIREMENTS**

The CONTRACTOR shall complete and submit all reports, in such form and according to such schedule, as may be required by PRDOH and/or the Government of Puerto Rico. The CONTRACTOR shall cooperate with all the PRDOH and/or the Government of Puerto Rico efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and § 570.507, when applicable.

### **5. ACCESS TO RECORDS**

The Government of Puerto Rico, the PRDOH, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the CONTRACTOR which are related to this Contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

### **6. MAINTENANCE/RETENTION OF RECORDS**

All records (files, data, work product) connected with this Contract will be turned over to PRDOH following the Agreement termination to be maintained for the remainder of the grant and post grant closeout.

### **7. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

The CONTRACTOR will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include, but are not limited to:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

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- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Additionally, for contracts of **\$10,000 or more**, the CONTRACTOR shall file Form HUD 2516 (Contract and Subcontract Activity) with the PRDOH on a quarterly basis.

#### **8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by HUD.

#### **9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

The Proposer will comply with the provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in any program or activity that receives Federal funds or other Federal financial assistance. Programs that receive Federal funds cannot distinguish among individuals on the basis of race, color or national origin, either directly or indirectly, in the types, quantity, quality or timelines of program services, aids or benefits that they provide or the manner in which they provide them. This prohibition applies to intentional discrimination as well as to procedures, criteria or methods of administration that appear neutral but have a discriminatory effect on individuals because of their race, color, or national origin. Policies and practices that have such an effect must be eliminated unless a recipient can show that they were necessary to achieve a legitimate nondiscriminatory objective.

#### **10. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The CONTRACTOR shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides

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that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

**11. SECTION 504 OF THE REHABILITATION ACT OF 1973**

The CONTRACTOR shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations.

The CONTRACTOR agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.

**12. AGE DISCRIMINATION ACT OF 1975**

The CONTRACTOR shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under, any program or activity receiving Federal financial assistance.

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**13. DEBARMENT, SUSPENSION, AND INELIGIBILITY**

The CONTRACTOR represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. Part 2424.

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**14. CONFLICTS OF INTEREST**

The CONTRACTOR shall notify the PRDOH as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as defined at 24 C.F.R. §578.95; 24 C.F.R. §570.489(g) and (h); and 24 C.F.R. §570.611, if applicable). The CONTRACTOR shall explain the actual or potential conflict in writing in sufficient detail so that the PRDOH is able to assess such actual or potential conflict. The CONTRACTOR shall provide the PRDOH any additional information necessary to fully assess and address such actual or potential conflict of interest. The CONTRACTOR shall accept any reasonable conflict mitigation strategy employed by the PRDOH, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

## 15. SUBCONTRACTING

When subcontracting, the CONTRACTOR shall solicit for and contract with such subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include, but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (ii) Requiring unnecessary experience and excessive bonding;
- (iii) Noncompetitive pricing practices between firms or between affiliated Companies;
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest;
- (vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement; and
- (vii) Any arbitrary action in the procurement process.

The CONTRACTOR represents to the PRDOH that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this Contract.

The CONTRACTOR will include these HUD General Provisions in every subcontract issued by it, so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

## 16. ASSIGNABILITY

The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the PRDOH.

## 17. INDEMNIFICATION

The CONTRACTOR shall indemnify, defend, and hold harmless the Government of Puerto Rico and PRDOH, its agents and employees, from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the CONTRACTOR in the performance of the services called for in this Contract.

## 18. COPELAND "ANTI-KICKBACK" ACT

### (Applicable to all construction or repair contracts)

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by

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the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The CONTRACTOR shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

**19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

**(Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers)**

The CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by CONTRACTORS or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the CONTRACTORS and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

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**20. DAVIS-BACON ACT**

**(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation)**

The CONTRACTOR shall comply with the Davis Bacon Act (40 U.S.C. §§ 3141, et seq.) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by CONTRACTORS or subcontractors, including employees of other governments, on construction work assisted under this Contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

On a semi-annual basis, the CONTRACTOR shall submit Form HUD 4710 (Semi-Annual labor Standards Enforcement Report) to PRDOH.

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## **21. TERMINATION FOR CAUSE**

### **(Applicable to contracts exceeding \$10,000)**

If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his or her obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the PRDOH shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONTRACTOR under this Agreement shall, at the option of the PRDOH, become the PRDOH's property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the Government of Puerto Rico and PRDOH for damages sustained by the Government of Puerto Rico and/or PRDOH by virtue of any breach of the Agreement by the CONTRACTOR, and the Government of Puerto Rico and/or PRDOH may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the Government of Puerto Rico and/or PRDOH from the CONTRACTOR is determined.

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## **22. TERMINATION FOR CONVENIENCE**

### **(Applicable to contracts exceeding \$10,000)**

The PRDOH may terminate this Contract at any time by giving at least ten (10) days' notice in writing to the CONTRACTOR. If the Contract is terminated by the PRDOH as provided herein, the CONTRACTOR will be paid for the time provided and expenses incurred up to the termination date.

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## **23. SECTION 503 OF THE REHABILITATION ACT OF 1973**

### **(Applicable to contracts exceeding \$10,000)**

The CONTRACTOR shall comply with Section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

Equal Opportunity for Workers with Disabilities:

- 1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the CONTRACTOR;
- (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the CONTRACTOR including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

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- 2) The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

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- 3) In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 4) The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The CONTRACTOR must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the CONTRACTOR may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- 5) The CONTRACTOR will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act

of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

- 6) The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

#### **24. EQUAL EMPLOYMENT OPPORTUNITY**

##### **(Applicable to construction contracts and subcontracts exceeding \$10,000)**

The CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapter 60).

During the performance of this Agreement, the CONTRACTOR agrees as follows:

- 1) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2) The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

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- 4) The CONTRACTOR will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the CONTRACTOR's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The CONTRACTOR will comply with all provisions of Exec. Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 6) The CONTRACTOR will furnish all information and reports required by Exec. Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 7) In the event of the CONTRACTOR's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Exec. Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- 8) CONTRACTOR shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

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**25. CERTIFICATION OF NONSEGREGATED FACILITIES**  
**(Applicable to construction contracts exceeding \$10,000)**

The CONTRACTOR certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this certification is a violation of the equal opportunity clause of this Agreement.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The CONTRACTOR further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

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**26. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS**  
**(Applicable to contracts exceeding \$100,000)**

**CLEAN AIR ACT**

- 1)--The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2)--The CONTRACTOR agrees to report each violation to the PRDOH and understands and agrees that the PRDOH will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, HUD, and the appropriate Environmental Protection Agency Regional Office.

- 3)--The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by HUD.

#### **WATER POLLUTION CONTROL ACT**

- 1)--The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*
- 2)--The CONTRACTOR agrees to report each violation to the PRDOH and understands and agrees that the PRDOH will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, HUD, and the appropriate Environmental Protection Agency Regional Office.
- 3)--The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by HUD.

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The CONTRACTOR and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 5 C.F.R. Part 919 Subpart E and 24 C.F.R. Part 58 as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

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In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- 1) A stipulation by the CONTRACTOR or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. Part 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (**EPA**) pursuant to 24 C.F.R. Part 58, as amended.
- 2) Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 7414) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified

in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- 3) A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Agreement, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- 4) Agreement by the CONTRACTOR that he or she will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the CONTRACTOR will take such action as the government may direct as a means of enforcing such provisions.

**27. ANTI-LOBBYING (Applicable to contracts exceeding \$100,000)**

By the execution of this Contract, the CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- 3) The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **28. BONDING REQUIREMENTS**

### **(Applicable to construction and facility improvement contracts exceeding \$100,000)**

The CONTRACTOR shall comply with Puerto Rico bonding requirements, unless they have not been approved by HUD, in which case the CONTRACTOR shall comply with the following minimum bonding requirements:

- 1) A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the time specified.
- 2) A performance bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A "performance bond" is one executed in connection with a contract to secure the fulfillment of all the CONTRACTOR's obligations under such contract.
- 3) A payment bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A "payment bond" is one executed in connection with a contract to assure payment as required by the law of all persons supplying labor and material in the execution of the work provided for in the contract.

## **29. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (As required by applicable thresholds)**

- 1) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (**Section 3**). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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- 2) The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 75 which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- 3) The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 4) The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 75. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 75.
- 5) The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 C.F.R. Part 75.
- 6) Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- 7) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (46 U.S.C. § 5307) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian

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organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

- 8) For contracts exceeding \$100,000, the CONTRACTOR shall submit Form HUD 60002 (Section 3 Summary Report) to PRDOH on a quarterly basis, notwithstanding the annual reporting requirement set forth in that form's instructions.

### **30. FAIR HOUSING ACT**

CONTRACTOR shall comply with the provisions of the Fair Housing Act of 1968, as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

### **31. ENERGY POLICY AND CONSERVATION ACT**

CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency as contained in the Government of Puerto Rico's energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

### **32. HATCH ACT**

CONTRACTOR agrees to comply with mandatory standards and policies relating to Hatch Act, Public Law 76-252, as amended.

The Hatch Act applies to political activities of certain state and local employees. As a Puerto Rico Department of Housing CONTRACTOR, you may do any of the following activities: be a candidate in nonpartisan elections; attend political meetings and conventions; contribute money; campaign in partisan elections; and hold office in political parties.

The CONTRACTOR may not do the following activities: be a candidate in partisan elections; use official influence to interfere in elections; coerce political contributions from subordinates in support of political parties or candidates. The office of special counsel operates a website that provides guidance concerning hatch act issues.

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### **33. HEALTH AND SAFETY STANDARDS**

All parties participating in this project agree to comply with Sections 107 and 103 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

### **34. PERSONNEL**

The CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the contracting party. All the services required hereunder will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

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### **35. WITHHOLDING OF WAGES**

If in the performance of this Agreement, there is any underpayment of wages by the CONTRACTOR or by any subcontractor thereunder, the PRDOH may withhold from the CONTRACTOR out of payment due to him or her an amount sufficient to pay to employees underpaid the difference between the wages required thereby to be paid and the wages actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the PRDOH for and on account of the CONTRACTOR or subcontractor to the respective employees to whom they are due.

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### **36. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES**

Claims and disputes pertaining to wage rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the CONTRACTOR to the PRDOH for the latter's decision, which shall be final with respect thereto.

### **37. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS**

No person employed on the services covered by this Agreement shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any

proceeding under or relating to the labor standards applicable hereunder to his or her employer.

### **38. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS**

The CONTRACTOR agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie. The CONTRACTOR will be aware of and avoid any violation of the laws of this State which prohibit municipal officers and employees from having or owning any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

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The CONTRACTOR will also be aware of and avoid any violation of the laws of this State which prescribe a criminal penalty for any public officer who has an interest in any contract passed by the board of which he or she is a member during the time he or she was a member and for one year thereafter.

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### **39. INTEREST OF CERTAIN FEDERAL OFFICERS**

No member of, or delegate to, the Congress of the United States and no Resident Commissioner shall be admitted any share or part of this Agreement or to any benefit to arise therefrom.

### **40. INTEREST OF CONTRACTOR**

The CONTRACTOR agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of the Work hereunder. The CONTRACTOR further agrees that no person having any such interest shall be employed in the performance of this Agreement.

### **41. POLITICAL ACTIVITY**

The CONTRACTOR will comply with the provisions of the Hatch Act (5 U.S.C. § 1501 et seq.), which limits the political activity of employees.



#### **42. RELIGIOUS ACTIVITY**

The CONTRACTOR agrees to abstain from using any funds related to this Agreement for inherently religious activities prohibited by 24 C.F.R. § 570.200(j), such as worship, religious instruction, or proselytization.

#### **43. FLOOD DISASTER PROTECTION ACT OF 1973**

The CONTRACTOR will ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 C.F.R. § 570.605.

#### **44. LEAD BASED PAINT**

The CONTRACTOR must comply with the regulations regarding lead-based paint found at 24 C.F.R. Part 35 on LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES with regards to all housing units assisted using CDBG-DR funds.

#### **45. VALUE ENGINEERING**

**(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation)**

The CONTRACTOR must comply with the regulations regarding systematic and organized approach to analyze functions of systems, equipment, facilities, services, and materials to ensure they achieve their essential functions at the lowest cost consistent to life cycle in execution, reliability, quality, and safety, in accordance with 24 C.F.R. § 200.318(g).

#### **46. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT (URA)**

Every project funded in part or in full by Community Development Block Grant – Disaster Recovery (CDBG-DR) funds, and all activities related to that project, are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, 42 U.S.C. § 4601 et seq., and section 104(d) of the Housing and Community Development Act of 1992, as amended (HCDA), 42 U.S.C. § 5304(d), except where waivers or alternative requirements have been provided by the U.S. Department of Housing and Urban Development (HUD). The implementing regulations for URA are at 49 C.F.R. Part 24, and the regulations for section 104(d) are at 24 C.F.R. Part 42, subpart C. Additionally, HUD has established regulations specific to CDBG-funded housing activities at 24 C.F.R. § 570.606. PRDOH has also established the Uniform Relocation Assistance Guide & Residential Anti-Displacement and Relocation Assistance Plan (URA & ADP Guide) which provides guidance and requirements regarding URA compliance and minimizing displacement that are applicable to all CDBG-DR programs. The primary purpose of these laws and regulations is to provide uniform, fair, and

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equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects.

When CDBG-DR funds are planned, intended, or used for any activity or phase of a project and the phases are interdependent, URA applies to that activity or project. This includes any property acquisition, even if CDBG-DR funds are not used to fund the purchase, if the contract to acquire property is executed with the intention of seeking CDBG-DR funds to complete the project or an interdependent phase of the project. Contractors are responsible for ensuring URA compliance throughout the design, proposal, and implementation of any project that includes real property acquisition or displacement of residential or business occupants.

#### **47. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (OSH ACT)**

The CONTRACTOR shall comply with the Occupational Safety and Health Act of 1970 (OSH Act) as supplemented by the Department of Labor regulations. This Act created the Occupational Safety and Health Administration (OSHA). OSHA sets and enforces protective standards of safety and health in the workplace. Under the OSH Act, employers have a responsibility to provide a safe workplace.

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Employers must comply with the 29 CFR 1910 General Obligations Clause of the OSH Act. This clause requires employers to maintain their workplaces free from serious recognized hazards. This includes the adoption of safety and health guidelines and the subsequent training of the employer's workforce in these.

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CONTRACTORS whose Scope of Work includes construction activities must comply with the General Clauses, and also with provisions of 29 CFR 1926 "Construction Health and Safety Regulations". It shall be a condition of any contract for construction, alteration and/or repair, including painting and decorating, that no contractor or subcontractor for any part of the contract work shall require any worker or mechanic employed in the performance of the contract to work in an environment or in unhealthy, hazardous or dangerous working conditions to their health or safety.

#### **48. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

The Federal Funding Accountability and Transparency Act of 2006 (**FFATA**), as amended, was signed with the intent of reducing wasteful government spending and providing citizens with the ability to hold the government accountable for spending decisions. 2 C.F.R. § Part 170 outlines the requirements of recipients' in reporting information on subawards and executive total compensation under FFATA legislation. Any non-Federal entity that receives or administers Federal financial assistance in the form of grants, loans,

loan guarantees, subsidies, insurance, food commodities, direct appropriations, assessed and voluntary contributions; and/or other financial assistance transactions that authorize the non-Federal entities' expenditure of Federal fund, is subject to these requirements. Prime contract awardees and prime grant awardees are required to report against subcontracts and subgrants awarded in the FFATA Subaward Reporting System (FSRS), the reporting tool for Federal prime awardees. This information reported will then be displayed on a public and searchable website: [www.USASpending.gov](http://www.USASpending.gov).

### **33. PROCUREMENT**

The Uniform Guidance procurement requirements (2 C.F.R. § Part 200, Subpart D) went into effect on July 1, 2018. These requirements are applicable to CDBG-DR funded projects, or as provided by 83 Federal Register 5844 VI A(1)(b)(2) permits a state grantee to elect to follow its own procurement policy. These policies and procedures ensure that Federal dollars are spent fairly and encourage open competition at the best level of service and price.

### **34. CHANGE ORDERS TO CONTRACTS**

Change orders are issued when the initial agreed-upon pricing or work to be completed requires modification. First, the CONTRACTOR must complete a Change Order Request Form. This form and supporting documentation must be delivered to the PRDOH for review. Each change order must have a cost analysis. Once the Project Manager approves the change order, it is returned to the contractor for execution. Change orders are only invoiced on the final draw and categorized as "change orders." The amount listed on the invoice must match the previously approved amount and must be cost-reasonable. The PRDOH is responsible for verifying cost reasonableness. Verification documentation for cost reasonableness becomes an attachment to the change order.

### **45. LIMITED ENGLISH PROFICIENCY**

Executive Order No. 13166, signed on August 11, 2000, requires programs, subrecipients, contractors, subcontractors, and/or developers funded in whole or in part with CDBG-DR financial assistance to ensure fair and meaningful access to programs and services for families and individuals with Limited English Proficiency (**LEP**) and/or deaf/hard of hearing. Fair access is ensured through the implementation of a Language Assistance Plan (**LAP**), which includes non-English-based outreach, translation services of vital documents, free language assistance services, and staff training. Vital documents are defined as depending on the importance of the program, information, encounter, or service

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involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.

#### **46. PERSONALLY IDENTIFIABLE INFORMATION**

In accordance with 2 C.F.R. § 200.303, regarding internal controls of a non-Federal entity, a grantee must guarantee the protection of all Personally Identifiable Information (PII) obtained. The program will enact necessary measures to ensure PII of all applicants is safeguarded as to avoid release of private information. If a contractor or employee should experience any loss or potential loss of PII, the program shall be notified immediately of the breach or potential breach.

#### **51. PROCUREMENT OF RECOVERED MATERIALS**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (**EPA**) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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**END OF DOCUMENT**



**APPENDIX C**  
**CONTRACTOR CERTIFICATION**  
**FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO**  
**CONTRACTS REVIEW POLICY**

**Atkins Caribe, LLP**

The following is hereby certified to the Oversight Board regarding the request for authorization for **Planning Programs Management Services** contract by and between the **Puerto Rico Department of Housing** and **Atkins Caribe, LLP**:

1. The expected subcontractor(s) in connection with the proposed contract<sup>1</sup> is (are) the following:

a. **Name of individual or firm, including names of principals and principal stakeholders.**

- **TrackIt, LLC** – Vanessa Quiñones Orfila
- **Slocum Ventures, LLC** – Desiree L. Seilhamer
- **JRL Advisors, LLC** – Javier Ramos – Luiña 100%

b. **Principal terms and conditions of the contractual relation and role of the subcontractor**

- **TrackIt, LLC** – subcontractor providing Geospatial and Mapping expert advice on matters related to Planning Programs
- **Slocum Ventures, LLC** – subcontractor providing Planning, Environmental and Development expert advice on matters related to Planning Programs
- **JRL Advisors, LLC** – subcontractor providing Economic and Financial Development expert advice on matters related to Planning Programs

c. **Amount of proposed contract payable to each subcontractor**

T.B.D. for each subcontractor upon executing the contract with PRDOH and defining the activities subject of said contract.

2. Neither the contractor nor any of its owners<sup>2</sup>, partners, directors, officials, or employees, has agreed to share or give a percentage of the contractor's compensation under the contract to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract, except as follows:

N/A

<sup>1</sup> As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

<sup>2</sup> For purposes of this certification, a contractor's "owner" shall mean any person or entity with more than a ten percent (10%) ownership interest in the contractor.

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3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.

4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).

5. Neither the contractor, nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law.

6. Any incorrect, incomplete or false statement made by the contractor's representative as part of this certification shall cause the nullity of the proposed contract, and the contractor must reimburse immediately to the Commonwealth any amounts, payments, or benefits received from the Commonwealth under the proposed contract.

[The above certifications shall be signed under penalty of perjury by the Chief Executive Officer (or equivalent highest rank officer) in the following form:]

I hereby certify under penalty of perjury that the foregoing is complete, true, and correct on this 9 day of June of 2023.



Signature

6/9/2023

Date

Raymundo A. Martínez Ojeda

Printed Name

Director of Operations

Position

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RM

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## ATTACHMENT H

### NON-CONFLICT OF INTEREST CERTIFICATION

#### ATKINS CARIBE, LLP

The CONTRACTOR certifies that:

1. No public servant of this executive agency has a pecuniary interest in this contract, subrecipient agreement, purchase, or commercial transaction.
2. No public servant of this executive agency has requested me or accepted from me, directly or indirectly, for him (her), for any member of his family unit or for any person, gifts, bonuses, favors, services, donations, loans or anything else of monetary value.
3. No public servant (s) requested or accepted any good of economic value, linked to this transaction, from any person of my entity as payment for performing the duties and responsibilities of their employment.
4. No public servant has requested from me, directly or indirectly, for him (her), for any member of his or her family unit, or for any other person, business, or entity, something of economic value, including gifts, loans, promises, favors or services in exchange for the performance of said public servant is influenced in my favor or of my entity.
5. I have no kinship relationship, within the fourth degree of consanguinity and second by affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.

"I hereby certify under penalty of perjury that the foregoing is complete, true, and correct."

Signature

6/1/2023

Date

Raymundo A. Martínez Ojeda

Printed Name

Director of Operations

Position

RM  
RM

WORR  
WORR