

GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

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

**AGREEMENT FOR  
PLANNING SERVICES  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND  
CMA ARCHITECTS AND ENGINEERS, LLC**



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**THIS AGREEMENT FOR PLANNING SERVICES**, (hereinafter referred to as the "Agreement") is entered into in San Juan, Puerto Rico, this 28 of July, 2021, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, "PRDOH"), a public agency created under Law No. 97 of June 10, 1972, as amended, 3 L.P.R.A. § 441 et seq., known as the Department of Housing Governing Act 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 San Juan, Puerto Rico, in his capacity as Secretary; and **CMA ARCHITECTS AND ENGINEERS, LLC** (hereinafter, the "CONTRACTOR"), with principal offices in 1509 F.D. Roosevelt Avenue, Guaynabo, Puerto Rico 00968, herein represented by Alvin Rodríguez Bonilla in his capacity as Managing Partner, of legal age, single, and resident of Guaynabo, Puerto Rico duly authorized by Resolution by the CONTRACTOR.

**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 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 CDBG-DR. 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**, 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 grantee of the CDBG-DR funds allocated 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**, 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.

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

**WHEREAS**, the PRDOH is interested in contracting a planning services firm to assist and support PRDOH with the objectives within the Municipal Recovery Planning Program and other strategic planning initiatives in accordance with the CDBG-DR Action Plan. This firm will support PRDOH's objectives of ensuring compliance with all CDBG-DR, 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 related activities.

**WHEREAS**, on January 21, 2020 the PRDOH issued the Request for Proposals No. CDBG-DR-RFP-2019-05 with CDBG-DR funds. This request was placed through Registro Único de Subastas (RUS, by its Spanish Acronym) and the CDBG-DR website. Afterwards, PRDOH requested Quotations or Proposals from qualified Proposers therein registered. Through this procurement process, PRDOH was able to reach four (4) qualified firms listed for their capacity and experience with federal grants to deliver qualified services.

**WHEREAS**, on February 25, 2020, the CONTRACTOR submitted a proposal (hereinafter referred to as the "Proposal"), which fully complied with the requirements set forth by the PRDOH. **(Attachment B)**

**WHEREAS**, CMA Architects and Engineers, LLC was chosen to perform the required services at a reasonable proposed cost to assist PRDOH in the Puerto Rico's recovery efforts according to the award criteria established in the RFP. **(Attachment A)**

**WHEREAS**, the PRDOH desires to enter into an agreement with **CMA Architects and Engineers, LLC** to secure its services and accepts the CONTRACTOR's Proposal and 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 a fixed hourly rate contract. Under this Agreement, CONTRACTOR shall submit monthly invoices to the PRDOH based on the Compensation Schedule **(Attachment D)** 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>	Notice of Award
<b>Attachment B</b>	Proposal
<b>Attachment C</b>	Scope of Services
<b>Attachment D</b>	Compensation Schedule
<b>Attachment E</b>	Insurance Requirements (DV-OSPA-78-5)
<b>Attachment F</b>	HUD General Provisions
<b>Attachment G</b>	Contractor Certification Requirement

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. Should any inconsistency appear between the Attachments and this Agreement, the Agreement shall prevail.

## II. TERM OF AGREEMENT


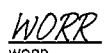
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- A. This Agreement shall be in effect and enforceable between the parties from the date of its execution. The Term of this Agreement will be for a performance period of **twenty four (24) months**, ending on July, 28, 20<sup>23</sup>.
  - B. **Contract Extensions:** PRDOH may, at its sole discretion, extend the Agreement's term for an additional term of **twelve (12) months**, or expressed in days, **three hundred and sixty five (365) days** 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 C** 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 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 D** 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 **THIRTEEN MILLION NINETY THOUSAND SEVEN HUNDRED AND FOURTEEN DOLLARS AND NINETY CENTS (\$13,090,714.90); Account Number R01P06MRP-DOH-NA-5001-5002.**
- 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.

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- F. 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.
- G. While providing the services under this Agreement, the CONTRACTOR must adhere to applicable requirements of the CDBG-DR grant. If the CONTRACTOR performs ineligible activities under the CDBG-DR grant or program, the CONTRACTOR cannot include them in the invoice for payment to the CONTRACTOR.
- H. 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.
- I. The CONTRACTOR acknowledges and agrees to repay any CDBG-DR funds used for ineligible costs.
- J. 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 closeout of the grant to the state, or the period required by other local applicable laws and regulations.

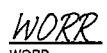
#### **VIII. DOCUMENTATION AND RECORDKEEPING**

- 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 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 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 assistance; Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG-DR program regulations; Financial records as required by 24 C.F.R. § 570.502, 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 Personal Identifiable Information Policy, as found in the CDBG-DR Website ([www.cdbg-dr.pr.gov](http://www.cdbg-dr.pr.gov)), which is herein included and made integral part of this Agreement, as it may be updated from time to time.

## IX. ACCESS TO RECORDS

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- 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

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- 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 will 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.

## 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.
- (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, 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) 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) 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 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) day** 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 the Agreement, should the CONTRACTOR breach the 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.

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- 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) day** 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.
- 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) 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 C** 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), and the CDBG-DR Procurement Manual and Contract Requirements, Art. XII, Section 2(a.), as found in the CDBG-DR Website ([www.cdbg-dr.pr.gov](http://www.cdbg-dr.pr.gov)) which is herein included and made 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.
  - 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, \$150.00 for each calendar day that any task deliverable required is late until deemed in compliance subject to a maximum of \$1,500.00 established in this Contract between PRDOH and the CONTRACTOR, in accordance with **Attachments C**. 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) 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.

### 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 PRDOH's requirements as set forth in OSPA-78-5, attached hereto and made an integral part hereof as **Attachment E**.

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.

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.

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### 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 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 carry the insurance required herein or 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.

### 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.

### 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 CONTRACTOR shall notify, as soon as possible, the PRDOH of the occurrence of the *Force Majeure* event and describe in reasonable detail, the nature of the *Force Majeure* event.

#### **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.

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.

#### **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.

  
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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.

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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

To: CONTRACTOR

Alvin Rodríguez Bonilla  
Managing Member  
CMA Architects and Engineers LLC  
PO Box 11490  
San Juan, PR 00922-1490  
[amrodriguez@cmapr.com](mailto:amrodriguez@cmapr.com)

## **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 funds to the Contract Administration Area of the PRDOH CDBG-DR Legal Division within **three (3) days** of its execution.

### XXIII. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS

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 the following provisions:

**A. Compliance with Executive Order 24:** Pursuant to Executive Order 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 52 of August 28, 1992, amending EO-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. 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.
- D. 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.
- E. 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.
- F. Compliance with Act No. 45 of April 18, 1935, as amended, 11 L.P.R.A. § 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".
- G. 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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- H. Compliance with Act No. 168-2000, as amended, 8 L.P.R.A. § 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."
- I. Compliance with Act No. 1-2012, as amended, 3 L.P.R.A. § 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 "Puerto Rico Government Ethics Act of 2011", in connection with the possibility of a conflict of interest.
- J. 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.
- K. Ethics.** CONTRACTOR also acknowledges receipt and agrees to obey with the Anticorruption Code for the New Puerto Rico known in Spanish as "Código Anticorrupción para el Nuevo Puerto Rico".
- L. 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 Number 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 Number 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) days** from the time of the conviction.

**M. 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.

**N. 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 moneys received under this Agreement.



**XXIV. ACT NO. 18 OF OCTOBER 30, 1975, as amended, 2 L.P.R.A. secs. 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 (*Secretario 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 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.

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- D. The contractor represents and warrants that the information included in the Contractor Certification Requirement (**Attachment G**) 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 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):**

- A. The PRDOH certifies that the CONTRACTOR was selected as the provider of the services described in this agreement, pursuant to OE 2021-029.
- B. The Parties certify that they acknowledge the provisions stated in OE 2021-029 and CC 013-2021. Any failure to comply with the requirements set forth in OE 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. The CONTRACTOR 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 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 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; Community Development Act of 1974; 24 C.F.R. part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. § 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, CONTRACTOR shall comply, without limitation, those set forth in **Attachment F** and in compliance with all the requirements described in **Attachment G**.

**XXVIII. CDBG-DR POLICIES AND PROCEDURES**

In addition to what is established in this Agreement, the CONTRACTOR shall comply with all CDBG-DR 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 and Contractual Requirements, 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 Website ([www.cdbg-dr.pr.gov](http://www.cdbg-dr.pr.gov)), which are herein included and made integral part of this Agreement, as they may be updated from time to time, and reporting requirements as established by the PRDOH.

**XXIX. 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.

**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 impediment that would prevent them from complying with the part 75 regulations.

**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 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

  
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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 (25 U.S.C. 450e) 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 sub contracts 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.



**XXX.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.

#### **XXXI.EQUAL OPPORTUNITY**

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- 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 considerations 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 Executive Order 11246 of September 24, 1965, as amended by Executive Order 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 Executive Order 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 Executive Order 11246 of September 24, 1965, as amended, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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 Executive Order 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.

## **XXXII.CLEAN AIR ACT**

- A. -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.*
- B. --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.
- C. -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.

## **XXXIII.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 web site, <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.

#### XXXIV.WATER POLLUTION CONTROL ACT

- A. -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.
- B. --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.
- C. -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.

#### 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 is convicted of a criminal drug offense in the workplace no later than **ten (10) days** after such conviction.

#### 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.

**XXXVII. 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.

**XXXVIII. 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.

**XXXIX. 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.

**XL. 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 written document signed by both PRDOH and the CONTRACTOR.

**XLI. 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.

**XLII. 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.



### **XLIII. 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.

### **XLIV. 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.

### **XLV. 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 Work (Attachment C), the Compensation Schedule (Attachment D), and lastly, the CONTRACTOR's proposal (Attachment B).

### **XLVI. 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.

### **XLVII. 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) 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.

  
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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) 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.

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) 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.

**XLVIII. 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.

**XLIX. 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 Program, and any other applicable laws. Further, CONTRACTOR acknowledges that all funds are subject to recapture and repayment for non-compliance.

**L. 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) days** after the PRDOH issues notice of recapture to CONTRACTOR.

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**LI. 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.

**LII. 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.

**LIII. 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) days** of execution by the other party, this Agreement shall be null and void.

**LIV.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 and state funding, recapture of CDBG-DR and/or state funds, overpayment of CDBG-DR 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 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.

**DEPARTMENT OF HOUSING**

**CMA Architects and Engineers, LLC**

William O. Rodríguez Rodríguez  
William O. Rodríguez Rodríguez (Jul 28, 2021 14:05 EDT)

**William O. Rodríguez Rodríguez, Esq.**  
Secretary

Alvin Rodríguez  
Alvin Rodríguez (Jul 23, 2021 16:01 EDT)

**Alvin Rodríguez Bonilla**  
Managing Member  
DUNS No. 090100892



**Notice of Award  
Request for Proposals  
Planning Services and Program Management Services  
CDBG-DR-RFP-2019-05**

November 16, 2020

Jorge Tirado Ramirez  
CMA Architects & Engineers, LLC  
PO Box 11490  
San Juan, PR 00922-1490  
[jtirado@cmapr.com](mailto:jtirado@cmapr.com)

**Re: Request for Proposals No. CDBG-DR-RFP-2019-05  
Planning Services and Program Management Services**

Dear Mr. Tirado,

The Bid Board of the Puerto Rico Department of Housing (the "Board") with quorum duly constituted, pursuant Article II, Section 1 (e) of the Regulation No. 9075 of February 26, 2019, on the Procurement Manual and Contractual Requirements for CDBG-DR (Regulation 9075), upon evaluation of the recommendation issued by the CDBG-DR Procurement Division regarding the process for the Planning Services and Planning Program Management Services under Request for Proposal No. CDBG-DR-RFP-2019-05 (the RFP-2019-05), including the Evaluation Committee Report dated July 24, 2020, has decided to award the RFP-2019-05 to CMA Architects and Engineers, LLC for Planning Services and Atkins Caribe, LLP for Planning Program Management Services, two responsive and responsible Proposers whose Proposals are the most advantageous to the Puerto Rico Department of Housing (PRDOH), in terms of price, qualifications and work approach set forth in the RFP-2019-05. This award would result in the execution of two agreements: one for Planning Services for a maximum amount that shall not exceed \$13,090,714.90 and a 2-year contract term with an additional extension of one year; and one for Planning Program Management Services with a total of \$3,577,986.00 and a 18-months contract term for the Municipal Recovery Planning (MRP) Program under the Community Development Block Grant for Disaster Recovery (CDBG-DR) program. **(Exhibit I)**

The Puerto Rico Department of Housing (PRDOH) issued the Request for Qualifications No. CDBG-DR-RFQ-2018-02, for Planning Consulting Services (the RFQ) to qualify planning consulting firms for the provision of assessments, studies, situational analysis, identify potential strategic initiatives, and to assist with the implementation and administration of disaster recovery programs and municipalities. The RFQ pursued to select qualified respondents in two different levels. On August 13, 2019, the Bid Board of the Puerto Rico Department of Housing, upon evaluation of the Procurement Division recommendation and the Evaluation Committee Report determined to select the following firms to participate in the subsequent request for Proposal solicitation process: (i) DJC Consulting Inc.; (ii) Battelle Memorial Institute; (iii) CMA Architect and Engineers LLC; (iv) Atkins Caribe LLP; and (v) Guidehouse LLP.

606 Barbosa Avenue, Building Juan C. Cordero Dávila, Río Piedras, PR 00918 | P.O. Box 21365 San Juan, PR 00928-1365  
Tel: (787)274-2527 | [www.vivienda.pr.gov](http://www.vivienda.pr.gov)



The PRDOH issued the Request for Proposals No. CDBG-DR-RFP-2019-05 for Planning Services and Program Management Services (the "RFP"), to acquire Planning and Planning Program Management Services from the previously qualified firms to support the PRDOH's objectives within the Municipal Recovery Planning Program (MRP Program), and other strategic planning initiatives in accordance with the CDBG-DR Action Plan. According to the RFP, Proposers qualified as Level 1 and Level 2 Planning Firms were required to submit Proposals for Planning Services based on the Attachment 1A. Proposers qualified as Level 1 were also required to submit Proposals for Planning Program Management services to support the PRDOH in the implementation and management of planning activities.

On February 25, 2020, CMA Architects & Engineers, LLC submitted a Proposal in response to the the RFP. The following entities also submitted proposals:

Table 1: Proposals Submission Register

Proposer No.	Proposer Name	Date of Delivery	Time of Delivery
1	DJC Consulting, Inc.	February 24, 2020	8:41 a.m.
2	Guidehouse, LLP	February 25, 2020	8:59 a.m.
3	Atkins Caribe, LLP	February 25, 2020	11:57 a.m.
4	CMA Architect and Engineers LLC	February 25, 2020	2:28 p.m.

The Proposals were evaluated by an Evaluation Committee appointed by virtue of Administrative Order No. 20-04 dated January 21, 2020. During the evaluation, the members of the Evaluation Committee considered requirements set forth in Sections 5 and 6 of the RFP. Initial evaluation encompassed the mandatory requirements stated in Section 5.1 of the RFP. Those Proposers that fulfill these requirements were evaluated for work approach requirements. The Evaluation Committee evaluated the Cost Proposals submitted by Level 1 and Level 2 Planning Firms who obtained a score greater than or equal to 25 points in their work approach for the Planning Services. Level 1 Planning Forms that achieved a score greater than or equal to 40 points were also evaluated in their Cost Proposals for Planning Program Management services. The Evaluation Committee combined work approach and Cost Proposal points and recommended the Proposer, conforming to this RFP, obtained the highest Proposal score for Planning and Planning Program Management Services.

All Proposers for Level 1 were considered Qualified for both of the services and all Proposers were considered Qualified for Planning Services. A summary of the evaluation of the Proposals, including results for mandatory requirements evaluation, work approach and the total Proposal score is included in **Table 2** and **Table 3**.

Table 2: Proposals Evaluation Summary for Planning Program Management Services

PROPOSER	MAN. REQ. PTS.	WORK APP.	QUALIFIED	OVERALL PROP COST	COST PROPOSAL POINTS	TOTAL PROPOSAL SCORE
Atkins Caribe, LLP	PASS	50.7	YES	\$8,772,710.40 <sup>1</sup>	45.0	95.7
Guidehouse, LLP	PASS	50.3	YES	\$8,951,040 <sup>2</sup>	44.1	94.4

Table 3: Proposals Evaluation Summary for Planning Services

PROPOSER	MAN. REQ. PTS.	WORK APP.	QUALIFIED	OVERALL PROP COST	COST PROPOSAL POINTS	TOTAL PROPOSAL SCORE
Atkins Caribe, LLP	PASS	38.7	YES	\$2,426,493.14	48.1	86.8
Guidehouse, LLP	PASS	32.6	YES	\$3,168,870	54.6	87.3
DJC Consulting Inc.	PASS	28	YES	\$1,946,738.56	0.0 <sup>3</sup>	0.0

<sup>1</sup> Exhibit K-B Cost Form for Planning Program Management requested maximum monthly cost for Planning Program Management Services and a maximum cost for 36 months. The maximum monthly cost for Planning Program Management Services submitted by Atkins Caribe, LLP on their Cost Proposal dated February 24, 2020, was for \$243,686.40 and the maximum cost for 36 months for \$8,772,710.40. As requested by the Evaluation Committee, on May 20, 2020 the Procurement Division notified the Proposer to verify Exhibit K-B (Cost Form) and make corrections of any mathematical inconsistencies. The Procurement Division expressly indicated that the communication was not to be considered a negotiation process. The Proposer submitted a revised Cost Form dated May 21, 2020; with revised maximum monthly cost for \$243,648 and maximum cost for 36 months for \$8,771,328. The revised cost was a result of a modification by the proposer of the rate per hour for the Economics Manager position from the original rate of \$192.40 to \$192.00. As indicated, the request was not to be considered a negotiation process. Therefore, this modification was not requested by the Procurement Division. As illustrated in the Evaluation Committee report, the rate considered by the committee for the Economics Manager was \$192.40.

<sup>2</sup> Exhibit K-B Cost Form for Planning Program Management requested maximum monthly cost for Planning Program Management Services and a maximum cost for 36 months. The maximum monthly cost for Planning Program Management Services submitted by Guidehouse, LLP on their Cost Proposal dated February 23, 2020 was for \$264,880 and the maximum cost for 36 months for \$9,535,680. As requested by the Evaluation Committee, on May 20, 2020 the Procurement Division notified the Proposer to verify Exhibit K-B (Cost Form) and make corrections of any mathematical inconsistencies. The Procurement Division expressly indicated that the communication was not to be considered a negotiation process. As requested, the Proposer submitted a revised Cost Form dated May 20, 2020; with revised maximum monthly cost for \$248,640 and maximum cost for 36 months for \$8,951,040. For clarification, the mathematical inconsistency informed by the Evaluation Committee, was in the total for the Economics Manager position that was multiplied by 192 hours, instead of 96.

<sup>3</sup> According to the Evaluation Committee, DJC Consulting Inc. passed the mandatory requirements evaluation and was considered qualified for purposes of the work approach evaluation. However, the Evaluation Committee was unable to take their Proposal into consideration for the Cost Proposal evaluation because they did not include all the corresponding elements for the Evaluation Committee to be able to carry out a fair and comprehensive evaluation against the other Proposers. As stated by the Evaluation Committee, the Proposer was the lowest Cost Proposal, therefore, it would have been the proposer that was going to be considered the lowest Proposal cost received in the formula to determine the cost Proposal points and thus, it would have given them the advantage in the Cost Proposal points section over the other proposers. This was largely due to the omission of the Environmental Scientist and Data Analyst resources rates and maximum hours. For purposes of the Environmental Scientist resource, it was established in the RFP, that it was not a mandatory position for Level 2 Planning Firms.

PROPOSER	MAN. REQ. PTS.	WORK APP.	QUALIFIED	OVERALL PROP COST	COST PROPOSAL POINTS	TOTAL PROPOSAL SCORE
CMA Architects & Engineers, LLC	PASS	30.3	YES	\$2,881,054.80	60.0 <sup>4</sup>	90.3

The Evaluation Committee recommended discussion and negotiations with the intent of allowing the Proposer to revise their Cost Proposal in order to maximize PRDOH ability to obtain the best possible offer, based on the requirements of the RFP.

DJC Consulting, Inc. Cost Proposal did not include rates per hour nor the amount of hours for the position of GIS/Data Analyst. Therefore, the Procurement Division also requested DJC Consulting, Inc., to provide detailed information on how the role of this position will be addressed. Letters dated August 4, 2020, were sent to all *Proposers regarding clarification meeting*. During clarifications meeting, DJC Consulting, Inc. indicated that Staff Planner will carry out the services required for the GIS/Data Analyst. Therefore, the Staff Planner rates consider the cost for the GIS/Data Analyst services.

On August 11, 2020, the Procurement Division requested Proposers to revise their Cost Proposals. On August 14, 2020, Proposers submitted their revised Cost Proposals.

**Table 4** summarizes Atkins Caribe, LLP and Guidehouse, LLP evaluation results after revised Cost Proposals for Planning Program Management Services:

**Table 4: Evaluation results after revised Cost Proposals for Planning Program Management Services**

PROPOSER	MAN. REQ. PTS.	WORK APP.	QUALIFIED	OVERALL PROP COST	BEST VALUE	TOTAL POINTS
Atkins Caribe, LLP	PASS	50.7	YES	\$5,294,592 <sup>5</sup>	45	95.7
Guidehouse, LLP	PASS	50.3	YES	\$5,644,800 <sup>6</sup>	42.21	92.51

After the corresponding negotiations by the Procurement Division, Atkins Caribe, LLP achieved the highest total Proposal score of 95.7 points and therefore considered the best value for the Planning Program Management Services. After review and comparison of the revised prices received, and comparable contracts found in General Services Administration (GSA) Schedule, the rates per hour submitted by **Atkins Caribe, LLP** were considered reasonable for the **Planning Program Management Services**.

<sup>4</sup> As established in the Scope of Services for Level 2 Planning Firms, CMA Architects & Engineers, LLC did not consider the Environmental Scientist rate and hours for the Environmental Scientist in the Cost Form Exhibit K-A.

<sup>5</sup> Exhibit K-B Cost Form for Planning Program Management requested maximum monthly cost for Planning Program Management Services and a maximum cost for 36 months. The maximum monthly cost for Planning Program Management Services submitted by Atkins Caribe, LLP on their revised Cost Proposal dated August 14, 2020, was for \$220,608 and the maximum cost for 36 months for \$7,941,888. For purposes of the evaluation, the maximum cost for 24 months (term of the contract) totals \$5,294,592.

<sup>6</sup> Exhibit K-B Cost Form for Planning Program Management requested maximum monthly cost for Planning Program Management Services and a maximum cost for 36 months. The maximum monthly cost for Planning Program Management Services submitted by Guidehouse, LLP on their revised Cost Proposal dated August 18, 2020, was for \$235,200 and the maximum cost for 36 months for \$8,467,200. For purposes of the evaluation, the maximum cost for 24 months (term of the contract) totals \$5,644,800.

**Table 5** summarizes the evaluation results of the revised Cost Proposals for Planning Services, including results for mandatory requirements evaluation, work approach and the total Proposal score for Guidehouse, LLP, DJC Consulting Inc. and CMA Architects & Engineers, LLC:

**Table 5: Evaluation results after revised Cost Proposals for Planning Services**

PROPOSER	MAN. REQ. PTS.	WORK APP.	QUALIFIED	OVERALL PROP COST	COST PROPOSAL POINTS	TOTAL PROPOSAL SCORE
Guidehouse, LLP	PASS	32.7	YES	\$2,775,840	37.6	70.3
DJC Consulting Inc.	PASS	28	YES	\$1,739,355 <sup>7</sup>	60	88
CMA Architects & Engineers, LLC	PASS	30.3	YES	\$1,827,109 <sup>8</sup>	57.12	87.42

Pursuant to Section 7.6, based on the overall Proposals received and their evaluation results, the PRDOH shall determine the number of successful Proposers for Planning Services that represent the best value for the MRP Program implementation. The RFP mandates to select Proposer(s) for Planning Services starting with the Proposer whose Proposal achieved the Best Value. Other successful Proposers will be selected based on the ascending order of points obtained, until the maximum number of successful Proposers determined by the PRDOH is reached.

A determination of the reasonableness of the price was made to guarantee that the award will only be issued at a reasonable cost to the PRDOH. The Procurement Division compared the maximum estimated hours received from Guidehouse, LLP, DJC Consulting, Inc. and CMA Architects and Engineers, LLC. The analysis established that two of the three Proposers, as well as PRDOH, understood that the higher the group number of municipalities, the higher the required effort to complete the planning tasks. Guidehouse, LLP. and CMA Architects and Engineers, LLC followed this trend, increasing the effort required between Group 1 and Group 5. Nonetheless, DJC Consulting, Inc. decreased the effort required between these groups. In addition, during clarifications meetings, DJC Consulting, Inc. provided a limited description into how the hours and the level of effort for their staff with regards to developing a Single Municipal Recovery Plan was determined and incorrectly described that the MRP Program Recovery Plan was not a community plan nor a long-term plan. Also, DJC Consulting, Inc. provided a limited description as to how environmental factors play a role in the development of a Single Municipal Recovery Plan and into how the deliverables for the MRP Program will be achieved.

The revised Cost Proposal received from DJC Consulting, Inc., when compared with PRDOH's, Guidehouse, LLP and CMA Architects and Engineers, LLC estimated hours, differs substantially in

<sup>7</sup> By letter dated August 14, 2020, DJC Consulting, Inc. in response to PRDOH request for clarifications, confirmed that they erroneously did not include a separate cost for the work of the GIS/Data Planner [sic]. DJC Consulting, Inc. also confirmed that they included those responsibilities outlined in the RFP within the responsibilities of the Staff Planner. With regard to the environmental relates services, the Proposer stated that those costs are not included in the price Proposal. Since they have not conducted any independent verification of the need in each municipality, as stated by the Proposer, it would be difficult to provide an accurate cost Proposal. The Proposer also indicated that in most contract they have been awarded, this line item is usually displayed as an allowance against which, after approval by the client, they can engage those professional services. They mentioned that will provide three quotes, prior to submitting the request to PRDOH.

<sup>8</sup> CMA Architects and Engineer included with their revised Cost Proposal dated August 14, 2020, a clarification to confirm that they were not including the cost of the subject matter experts in the revised rates and that they have resources available to address environmental considerations under the Scope of Services.



the efforts to develop a single plan differs substantially from Group 1 to Group 5. The Procurement Division determined this was an indicator that the DJC Consulting, Inc. may not have a full understanding of the level of effort required to complete planning activities for each group of municipalities which may result in a potential risk in contract performance.

The Procurement Division also compared the revised rates per hour received from Guidehouse, LLP, DJC Consulting, Inc. and CMA Architects and Engineers, LLC to one another and to the ICE. Furthermore, researched General Services Administration (GSA) Schedule Contracts and compare contract prices for similar positions with related experience, education and responsibility for Project Director, Lead Planner, Staff Planner, Economist, Engineer or Architect, and GIS Analyst/Data Analyst resources. The Procurement Division concluded that the PRDOH estimated the rates per hour for Planning Services lower than the actual market price. The Procurement Division concluded that the revised Cost Proposals submitted by Atkins Caribe, LLP and CMA Architects and Engineers, LLC are ones of reasonable cost.

The list of Proposers, which is attached hereto and made an integral part hereof as **Exhibit II**, details the names, addresses and contact information of all Proposers that submitted a Proposal in response to RFP.

Any person, party or entity that considers itself having been adversely affected by an award determination of the Bid Board made under the provisions of the Regulation 9075, may file a petition for reconsideration with the Bid Review Board (Request for Reconsideration) within 20 days from the date on which a copy of the Award Notice was duly notified in accordance with Section 3.19 of Act 38-2017, Uniform Administrative Procedures Act of the Government of Puerto Rico. Simultaneously, with the filing of the Request for Reconsideration, said person, party or entity shall submit a copy of the Request for Resonsideration to all the parties in the process and to the Puerto Rico Department of Housing (PRDOH). Alternatively, a petition for review may be filed before the Court of Appeals of Puerto Rico.

The Bid Review Board shall consider the motion for reconsideration within thirty (30) calendar days from the date of filing thereof, which term the Review Board may extend once for just cause for an additional period of fifteen (15) calendar days. If the Review Board issues a decision on the motion for reconsideration, the term to file a request for judicial review before the Court of Appeals will begin as of the date of deposit of a copy of the corresponding notice with the U.S. Postal Service. If the Review Board does not issue a decision on the motion for reconsideration within the term allowed by law, the motion will be deemed denied as of right, and the term to file a request for judicial review will begin to run as of the date thereof, as provided in Section 3.19 of Act 38-2017.

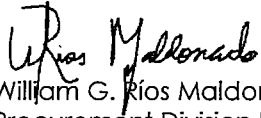
An original and two copies of the motion for reconsideration shall be filed to the Secretary of the Review Board, and a copy thereof shall be filed with the Bid Board.

The mere presentation of a Request for Reconsideration will not have the effect of halting the contested award. The Bid Review Board may or may not consider the Request for Reconsideration. The terms in relation to this action or lack of action, as well as its Judicial review, if any, shall be those established in Act 38-2017, *supra*.

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Sincerely,



William G. Rios Maldonado, Esq.  
Procurement Division Director  
CDBG-DR

cc:

Mrs. Adalgisa Polanco Reyes  
Secretary, Bid Board

I hereby certify that this notice of award was delivered to all Proposers listed in **Exhibit II**.

Receipt Number: 7004 2510 0007 0093 0516

  
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# ATTACHMENT B

PROPOSER:

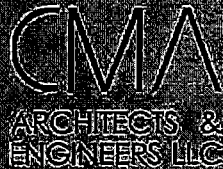
**CMA Architects and Engineers LLC**

✉ PO Box 11490 San Juan PR 00922-1490



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## WORK APPROACH

Project Title:

**REQUEST FOR PROPOSALS**

**PROCESS NO. CDBG-DR-RFP-2019-05**

**Planning Services and Planning Program  
Management Services for the  
Municipal Recovery Planning Program**

Issued by:

**Puerto Rico Department of Housing  
("PRDOH")**

Submission Date:

**February 25, 2020**

☎ 787-792-1509 ext. 2901 / 2102

✉ [jfirado@cmapr.com](mailto:jfirado@cmapr.com)

**UNDESTANDING OF GOAL AND REQUIREMENTS (5 pts)**

Hurricanes Irma and María severely affected housing, businesses and other physical and natural infrastructure throughout Puerto Rico, evidencing its vulnerabilities. The storms also demonstrated the capacity of municipalities, their communities, businesses and non-governmental organizations to collaborate and seek solutions together to respond to the events. Long term recovery also requires a comprehensive approach to ensure that the municipalities, as local government units, individually and collectively, are more resilient and sustainable.

Resiliency can only be achieved when underlying causes of vulnerability are addressed through infrastructure investment, safe housing and economic development. Meaningful public participation is essential in this process, where central and municipal governments, businesses, community organizations, individuals and other stakeholders' concerns and ideas are considered to identify needs and define a common vision for the municipality's future. A participatory approach will be the backbone of the planning process to identify the municipalities' needs and solutions. This will be combined with previous planning efforts and supported by an interdisciplinary team of experts in planning, engineering, architecture, economics, environment and spatial analysis, among others, who will use this information to develop actionable solutions.

**APPROACH TO GENERAL ADMINISTRATION & COORDINATION (3pts)**

Successful administration and coordination even though are the Project Managers main responsibility, is an on-going task shared among all team members and everyone's participation is vital to maintain and promote it throughout the life of the project. The proposed team will ensure continuous coordination with PRDOH and its management consultants by establishing a working relationship to ensure every project complies with the process and requirements, provide guidance and timely information in order to comply with required documentation, deadlines, program requirement, discuss discrepancies, clarify omissions and ensure the results are in the best interest of the applicant. Managing, leading and coordinating recurrent meetings to follow up on pending items, clarify doubts, solve and prevent possible issues are also key functions for a successful administration. We strongly believe that technology is advantageous, thus we capitalize on the available resources such as Webex, Skype and Teams as tools to provide all stakeholders the opportunity to participate in meetings when travel distances or time constrains due to tight agendas



can complicate the in-person attendance and active participation throughout the process. Furthermore, the use of digital meeting tools as well as web-based reporting allows for immediate dissemination of information to all parties so that it's almost a *live* operation.

**ABILITY TO ADEQUATELY STAFF AND SCALE EACH POSITION (3pts)**

Project Director - **Ernesto Martínez** PE holds a Bachelor's in Civil Engineer and a solid 20 years' experience in Site Planning, Design Development and Project Management of commercial, industrial and public facilities. He is a result oriented, dedicated professional. Main talents: Develop, interpret and explain plans, processes and contract terms to staff, workers and clients; develop and maintain schedules, foresee possible complications and develop strategies to successfully deliver project on time and on budget.

Lead Planner - **Kim Venegas** is a licensed architect with over 30 years of experience in both in the private and public sector. Her experience ranges from an overall planning and project development- up to the more detailed oriented phases such as the development of construction documents, permitting, construction management and supervision. Her knowledge in Real State Development and Sales brings a well-rounded vision of the life cycle of the project and where the project should and could perform throughout time in benefit of the Client and thus its users.

Staff Planner | **Wanda Crespo** (First Tier Subcontractor) is a 15-years experienced licensed Professional Planner with a Planning Master's Degree. She has been responsible for coordinating several environmental, urban and transportation studies for public and private sectors, which has provided her with extensive knowledge on state and Federal regulations. She has led important conservation and planning projects in Puerto Rico involving state, federal and municipal governments, NGO, communities and general public in which diverse qualitative research techniques has been applied to identify problems, objectives and strategies for planning projects.

Data Specialist | **Carlos Torija** (First Tier Subcontractor) holds degrees in Statistics and Operations Research, has post graduate courses on Quality Control in Information System and a professional certification as Expert in Advanced Methods in Applied Statistics. He has been in charge, since 1995, in the successful delivery of the design and selection of samples, and supervising all data entry, processing and interpretation processes for complex projects in both public and private sectors.



Economist | **Graham Castillo** (First Tier Subcontractor) has over 25 years of experience providing consulting services in a broad range of fields, including Real Estate Economics, Macroeconomic Analysis, Benefit-Cost Analysis, Financial Analysis and with HUD'S housing programs including CDBG, HOME and NSP. With HUD's CPD programs, he has provided services to the Department of Housing of Puerto Rico, the Puerto Rico Housing Finance Authority and the Office of the Commissioner of Municipal Affairs. He has been a consultant to the Home Mortgage Association and the Puerto Rico Bankers Association in housing matters. He has also worked in numerous transportation projects conducting Environmental Justice Analyses, Benefit-Cost Analyses, Feasibility Analyses and Socioeconomic Analyses. He has experience managing policy, regulatory and procedural issues. Castillo also has over 10 years of experience with the CDBG program, including Section 108, and other HUD's housing programs as well as New Market Tax Credits.

Architect/Engineer | **Shellar García** is licensed architect that holds a Master's Degree in Architecture. Since 2012 she has been in charge of managing, directing and ensuring the successful delivery of multidisciplinary projects. She is a self-driven professional with constant search of novel techniques that result in the benefit of the project and its users. A detailed oriented professional had made her excel in quality assurance/quality control procedures as well as National and International codes and standards applicability and implementation.

Please refer to Initial Organizational Chart attached to this document.

#### **THE PROPOSER'S ABILITY TO MANAGE MULTIPLE MUNICIPALITIES (9pts)**

We are (both CMA and our First Tier Subcontractor) Puerto Rico based multidisciplinary firms with a staff of over 180 fully-bilingual professionals (licenses/certificates registered in PR). We offer services in planning (urban/environmental/economy), management, procurement, architecture, economics, engineering, transportation, environmental sciences, permitting, social sciences, statistics, data analysis, GIS, marketing and communications. This provides PRDOH the platform for a myriad of services under the same team. The assurance of having a well-rounded pool of professionals that can be easily assigned depending on the specific needs that may arise throughout the project execution, independent of the size of the scope that can be rendered, a flexibility to PRDOH and the municipalities can capitalize on during the execution of the project as services can be scaled up as/if needed in the benefit of the applicants. This staff is a highly



qualified group of professionals range from Bachelors, Masters and PhDs Degrees in their field of expertise. By having this ample spectrum of services in-house will provide PRDOH the confidence that the project can be executed as it required without major delays due to additional contracting processes that result of the selection of a limited resources/services proposer. Through research and experience, the maximum number of elements/projects that can be effectively managed by a single resource ranges from 10 to 12. Thus to manage multiple municipalities we understand that could be possible that additional resources may be required to successfully manage schedules, deliverables and personnel. Because of this we have already identified a first tier of professionals that can be assigned to the project if that need arises. Among these additional personnel we have: two Project Manager, two Staff Planners (First Tier subcontractor), five Economists (First Tier subcontractor), three Licensed Architects, two Lead Planners and two administrative assistants.

In addition we can provide Subject Matter Experts in various fields and have preliminary identified the following personnel: two Public Policy Experts, one Social & Federal Policy Expert (First Tier subcontractor), two Procurement Specialist, one Public Relations (First Tier subcontractor), one Social Psychologist (First Tier subcontractor), one Industrial Psychologist, one Financial Analyst (First Tier subcontractor), two Permits Specialists, two Civil Engineers, two Structural Engineers, two Mechanical Engineers, two Environmental Engineers, two Transportation Engineers among other disciplines.

Furthermore, our intercompany relationship with our First Tier Subcontractor as a result of past projects experiences which resulted on team integration is a value added service that would work in benefit of PRDOH and municipalities.

#### **PROPOSER'S APPROACH TO PROVIDE REGIONAL PLANNING SERVICES (5pts)**

During the vulnerability assessment, issues and responses that transcend municipal boundaries can be found. Coordination between one or more municipalities, government entities, communities, businesses and other stakeholders will be necessary to better refine the problem and identify solutions together, specially mitigation activities, to prevent or eliminate future disasters caused by natural events such as hurricanes. Based on our experience, establishing communications channels early in the process is essential for cross sector and cross boundary coordination to



address problems in a feasible and sustainable manner. It will also help identify needs that have been or will be addressed through other sources, specially FEMA 404 funding.

**SPECIFIC EXAMPLES OF SPECIALIZED PLANNING SERVICES (9pts)**

1. CMA and Estudios Tecnicos developed a Household Census, Business Census, Relocation and Community Cohesion Study, and Environmental Justice Study for the Proyecto Enlace del Caño Martín Peña (CMP) under contract with CMA. Over 150 residents of the CMP communities were trained and supervised by ETI staff to conduct the census of 8,000 households in the eight communities surrounding the CMP (2003).
2. Regional: land use, community development and housing, economy development, Master Plan for the Sustainable Development of Vieques and Culebra, for the Puerto Rico Department of Economic Development and Commerce (2004 and 2011).
3. Regional Transit System. The main objective of this project was to design a reliable, effective and efficient public transportation system in the Central-Eastern Region (CER) of Puerto Rico, for the Region and for each of the eleven (11) municipalities within the Region. The project was commissioned by INTECO (Spanish acronym for Central Eastern Technological Initiative or Iniciativa Tecnológica Centro Oriental), and was developed in partnership. The project was developed applying the following procedure: research and literature review; data collection and analysis; logit mode choice model development; analysis of alternatives through net present value; design of organization, transit routes, schedule and deployment; design of inspection forms and signage; and financial analysis. The following alternatives were considered in the study: do nothing, transit system provided by the municipal governments, and transit system provided by a partnership among Público operators and municipal governments.

**PROPOSER'S APPROACH TO DELIVERABLES & TIMELINE COMPLIANCE(6pts)**

An integrated planning approach will be used, which will combine qualitative and quantitative methods, and the use of primary and secondary data sources in order to contrast and validate findings. A sequential planning process will be followed in which stakeholder participation will be a crosscutting theme. This means that the planning team will keep continuous communication



and coordination with key stakeholders from the municipalities, the PRDHO and others, as deemed necessary or desirable. Furthermore, we have the personnel capabilities of deploying teams perform on site work such as collect field data.

**PHASE 1 | Task 1.1: Background Research and Baseline Conditions:** A comprehensive list of available plans, studies, datasets and GIS layers will be prepared and organized by topic: land use, housing, economic development, physical infrastructure, transportation, natural infrastructure, hazards/risks, climate change adaptation plans, damage assessments, and other comprehensive and/or strategic plans; with special interest in identify special laws and regulations for specific municipalities or regions. These will be revised to identify key issues. A matrix will be used to organize information by relevance and include pertinent information. Datasets related to land use will include information from Municipal Revenue Collection Center, land use classification and zoning, construction and land use permits, and site consultations; as well as infrastructure layers; socioeconomic data from the US Census Bureau; businesses; natural and anthropogenic hazards (earthquakes, liquefaction, coastal erosion, landslides), wind, fire, drought and other hazards and stressors, such as contaminated lands data on natural assets such as protected natural areas, priority conservation areas and agricultural lands, as well as social capital (i.e. NGO's in the area). With over sixty years of databases, our records we will be available and complemented with recent assessments/damage inventories made for FEMA assistance requests and assessments made by other the recovery support functions such as the housing damage assessment, the natural and cultural damage assessments. Private entities assessments (i.e. Puerto Rico Resilient Commission) will also be included. To initiate coordination, we recommend sending an official letter/notification to the applicants informing the planning process commencement, and providing/requesting relevant information to jumpstart the process. **Task 1.2: Risk and Vulnerability Assessment:** The information obtained (Task 1.1) will be the basis for conducting this assessment. Vulnerability is determined by the adaptive capacity, exposure and susceptibility. The planning team has the capacity to prepare a risk and vulnerability assessment in a written and graphic format, as required by PRDOH.

**PHASE 2 | Task 2.1: Gap Analysis:** Municipalities have different resources and characteristics that could result in more robust information/datasets for some more than others. After having

organized the information (Task 1) and the vulnerability analysis (Task 2), we will have a clearer idea of the information that may be necessary to strengthen the baseline. The list will be organized by topic following the categories established (Task 1); the scope could be expanded in function of needs and context. **Task 2.2: Collect necessary data:** The planning team will define, plan and implement a strategy to collect/organize/submit datasets, information and/or studies that may be required. Sample: A common need in municipal planning processes are surveys in distressed communities or georeferenced information for specific areas. The planning team will organize the field work and the required staff, the methodologies or questionnaires and itineraries. All work will be submitted for approval to PRDOH before execution. If required, the collection of addresses, parcels, and data on structures will be done using available datasets (i.e. CRIM-parcel data, addresses, and structures/Open Street Map/US Census) and/or through field work. Depending on the asset type and requirements, we can design a form for the Mobile Data Collection app. The field team uses an mobile app to gather data using a GPS or manual input which is quickly and accurately filled on the field. Data collected can be in vectors, geotagged photos or audio recordings. The company's policy is to hire residents – who will be trained -to conduct field work related to surveys, census or inventories supervised by our team.

**PHASE 3 | Task 3.1: Municipal Profile:** Data and information gathered and collected (Phase 1&2) will be analyzed and integrated into municipal profiles. These profiles can be presented in a descriptive and graphic manner. Sample: A geographic index/viewer can be developed to showcase information of specific geographies via a one-quarter km<sup>2</sup> area grid where all data is aggregated. The cell area is small enough to allow the identification of a target community. Each cell will contain the underlying data (natural/physical infrastructure, parcels/structures, risks/hazards, socioeconomic/ businesses data). Municipal profile's will include a stakeholder assessment and identification of most distressed communities. In this task, issues or opportunities of regional nature can be identified. This will also inform communications and messaging strategy to maximize citizen participation to support planning efforts. **Task 3.2: Communications and Messaging:** An essential component is the development of proper consultation strategies to guarantee effective participation of communities/representatives from public and private organizations, NGO's and other stakeholders. The proposed team has vast experience



designing/implementing public engagement strategies in complex environments and situations. We will work closely with PRDOH in the design of communications/messaging strategy and with other entities to maximize and leverage efforts. This task entails: (1) Identification and development of stakeholders' database including municipal, government and private entities (businesses and NGO), community based organizations, Continuum of Care, and other special interest groups, to allow continuous communication throughout; (2) Definition of preferred/most effective communication methods and forums for broad citizen involvement; (3) Supporting information material outline to be employed-based on the characteristics of different groups and stakeholders, and (4) Creation of a public activities schedule. The planning team will develop a communications and messaging strategy to promote meaningful participation of all relevant audiences, including those with diverse communication needs. This strategy will aim to inform, consult, engage, collaborate and empower stakeholders to work together towards a resilient municipality/ region. Based on our experience in similar planning efforts in Puerto Rico, we will develop a set of written and visual materials including (letters/flyers/presentations/press releases) that will facilitate inclusion ensuring these materials are developed following federal and Commonwealth policies that safeguard the participation of individuals with limited English/Spanish proficiency and people with disabilities, among other special populations. Materials developed will be submitted to Puerto Rico State Elections Commission, and we could support PRDOH in the application processes at Puerto Rico State Elections Commission. **Task 3.3: Public Outreach and Engagement:** The planning team will use traditional and non-traditional methods to ensure meaningful public participation through the planning process to effectively validate and identify needs, potential solutions, and develop shared goals/objectives. The process of selecting/designing the engagement strategies will consider differences of each community/stakeholders group, that may require particular approaches, depending on their characteristics (age, mobility, schooling, remoteness). We recommend begin by consulting community leaders and other key informants, who can provide valuable information to enlighten subsequent outreach strategies. These are in-depth interviews with individuals with experience and knowledge on the subject matter of the project. The interviews use semi-structured question guide, with enough flexibility built-in to allow consideration of new topics that might arise during each interview. Based on our experience, between 15-30 interviews will be required depending on the

municipality's complexity. Will conduct community meetings during different phases to validate/refine information resulting from previous phases, such as needs and solutions; to develop a common vision, goals and objectives for their municipality, and to prioritize activities. These meetings can take many forms (focus groups/participatory mapping workshops/charettes) depending on the needs and the nature of the audiences. The planning team will work closely with PRDOH in the coordination for public outreach and events, will use our developed checklist-type tools to ensure the meeting venues provide access to special populations (i.e. people with disabilities, translation/sign language and other measures needed).

**PAHSE 4 | Task 4.1: Develop Vision, Goals, Objectives and Activities:** The goals, objectives, and potential projects or actions resulting from previous phases, as well as policy and programmatic activities, will be refined and organized into a municipality draft recovery plan. These will be based on results of public engagement process and aligned with CDBG-DR Action Plan. We will make sure that proposed recovery/resilience/mitigation activities and projects can be financed using the Housing, Economic Recovery, Infrastructure, and Multisector Initiatives/Programs. The team will conceptualize municipal/regional projects and potential strategic initiatives in integrated manner to generate co-benefits that address and improve social, environmental, infrastructure, housing and economic issues; and incorporates livability, long-term sustainability and protect federal investment. **Task 4.2: Develop Implementation Strategy Subtask 1:** Development of a recovery plan requires developing an integrated and comprehensive view of the recovery needs of the community. This requires in-depth analysis to assure implementation ability. The process must be supported by feasibility analyses that will evaluate likelihood that a proposed course of action may be achieved based on policy, regulatory, economic, financial and any other critical issues, barriers and implementation risks. Once this is completed, an analysis of the expected effectiveness of the program will be compared to program costs, both direct and indirect- as defined in the feasibility analysis- and implementation risk, to identify the project which is most cost-effective in achieving plan goals. **Subtask 2:** The output: "Recovery Continuum" of programs in which recovery activities from pre-event conditions through the long term. Activities are predicated on needs and circumstances of the community and the available approaches to address them, including urgent activities, interim activities and permanent longer-term solutions to support

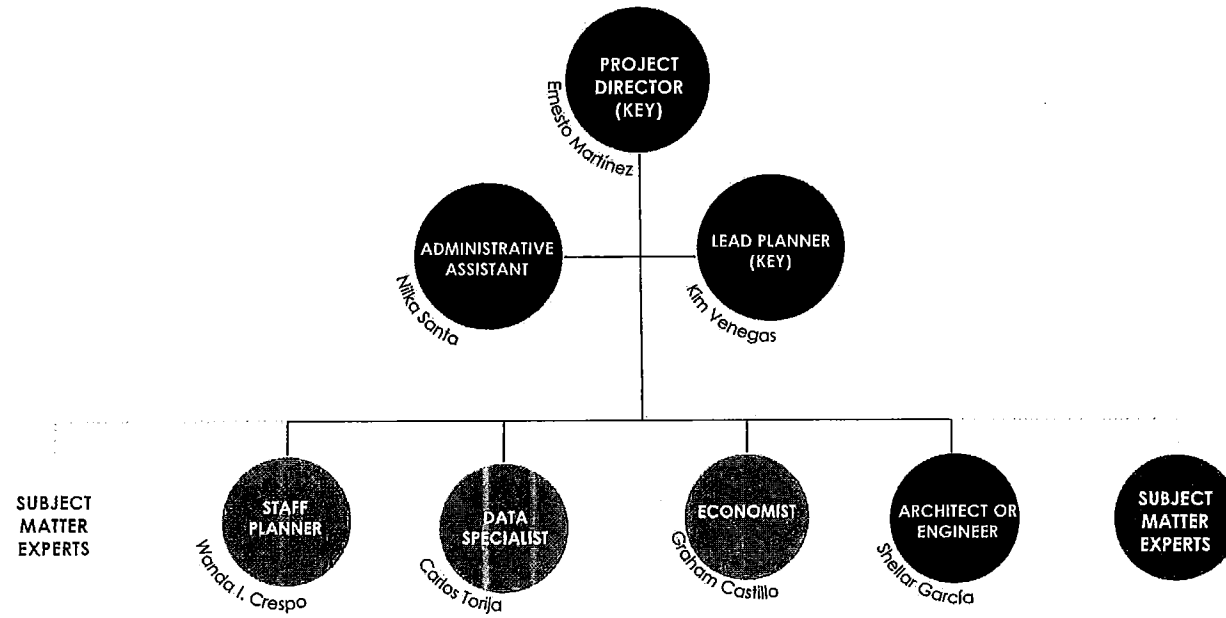
recovery plan goals. **Subtask 3:** The process of defining achievability and feasibility of strategies and action items in a plan requires a consultation with subject matter experts and key stakeholders once preliminary courses of actions have been identified. Key informants and Subject Matter Experts will be engaged to provide opinions and recommendations on proposed courses of action to adequately identify relevant facts/opinions supporting the achievability and feasibility of the program/ projects/ courses of action. **Subtask 4:** Effective program requires the development of budgets and funding sources that align with applicable regulatory requirements. The Recovery Plan budget will be developed for general line items that will be classified considering the key elements of each plan and the anticipated level of effort of the management process and per unit costs of specific projects and actions. Budgets have to identify in-kind or cash contributions required from the state or local jurisdictions, and structured to be aligned with specific funding sources requirements. The team will develop funding strategy by aligning program activities with state and federal funding sources and availability, prioritizing CDBG-DR and identifying other competitive and formula grants. We have a process to identify funding opportunities involving key stakeholders in State Agencies, municipalities and other organizations that are grantees or subgrantees that manage different grants in Puerto Rico; reviewing our database on funding sources allocated to Puerto Rico in the past; and using federal resources designed for this purpose. **Subtask 5:** The operational plan will provide a description and timeline of the tasks to be implemented to achieve program goals and include the organizational structure, to be defined based on the characteristics of actions to be undertaken or key plan elements. It will disclose the responsibilities and key performance indicators for management and progress. A gantt chart will be provided and will include start and end dates for each task, milestones and interdependencies. **Subtask 6:** The strategy to identify partners is a two-way approach. The Team will conduct an analysis of the operational needs of the program and identify gaps in the capacity to deal with such needs. Concurrently, during the planning process key stakeholders will be identified, which will include organizations which have similar goals and objectives and that have the resources and qualifications to support the implementation of the program. **Subtask 7:** Relevant Regional Planning initiatives are those that align with the goals and objectives of a Recovery Plan. Once the needs of the Recovery Plan have been clearly identified, the Team will undertake the diligence to identify relevant agencies/organizations that are likely to implement regional planning initiatives.



INITIAL ORGANIZATIONAL CHART

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Legend:

● CMA personnel

● First Tier Subcontractor Personnel

● CMA personnel, if required/authorized by PRDOH

● First Tier Subcontractor Personnel, if required/authorized by PRDOH

## PROPOSER'S COMPLIANCE WITH SECTION 3

CMA is committed to comply with the Section 3 regulations (24 CFR Part 135). It is our desire to work together to ensure compliance, to the greatest extent feasible, through the awarding of contracts for work and services to Section 3 Certified businesses, and to provide employment and training to Section 3 residents. We commit to include the Section 3 clause in all subcontracts. All subcontractors interested in submitting bids for contracts will be informed of the Section 3 requirements and goals.

We will demonstrate compliance with Section 3 regulations, and Good Faith Efforts to award at least 3 percent of the total dollar amount of all other Section 3 covered contracts (i.e., professional services) to Section 3 business concerns.

**Section 3 Coordinator** - We propose including a Section 3 coordinator in our team. This person will serve as the main point of contact for all Section 3 related issues on behalf of CMA and PRDOH. The person will complete required reporting for Section 3 hiring and contracting at least on a quarterly basis, and will develop processes for any Section 3 Complaints to be filed and addressed, and notify PRDOH in the event of such complaints. We will identify what projects areas qualify under Section 3.

**Outreach** - We are committed to conduct an aggressive outreach campaign to make Section 3 Businesses and Section 3 Residents aware of contracting and possible hiring opportunities in connection with this Section 3 Covered Project.

**Reporting** - We will develop and maintain a List of section 3 sub-contracts.

**Section 3 opportunities** – The professional services to be rendered under this contract require technical skills that are not under Section 3.

Activities where we could hire section 3 services include community data collection, printing of flyers and other informational material, photo /video documentation, and a messenger.

We are committed to review any Section 3 Self-certification forms and review and request supporting documentation.



ATTACHMENT 1A  
SCOPE OF SERVICES-PLANNING SERVICES PROPOSAL

Request for Proposals  
Planning Services and Planning Program Management Services  
Community Development Block Grant – Disaster Recovery  
Puerto Rico Department of Housing  
CDBG-DR-RFP-2019-05

The Request for Proposal for Planning Services and Planning Program Management Services, CDBG-DR-RFP-2019-05, (RFP) is addressed to Planning Consulting firms previously qualified and selected by the PRDOH on the Request for Qualifications No. CDBG-DR-RFQ-2018-02 (RFQ). Selected Planning Consulting firms have been qualified to provide Level 1 or Level 2 services and must submit a proposal for Planning Services as requested in the **Attachment 1A** of this RFP. **Only Proposers qualified as Level 1 must also include a proposal for Planning Program Management Services as requested in the Attachment 1B of this RFP.** The Planning Services and Planning Program Management Services will support the Puerto Rico Department of Housing (PRDOH) in the implementation of the Municipal Recovery Planning (MRP) Program.

The PRDOH reserves the right to modify or delete the tasks listed and, if appropriate, add additional tasks prior to and during the term of the contract. The Proposers, if contracted, will be responsible for ensuring the accuracy, timeliness, and completion of all tasks presented in this scope of services.

Since selected Proposer(s) will support the PRDOH MRP Program, it is required to access the MRP Program website to familiarize with all available documentation for this program. A detailed description of the MRP Program can be obtained at <https://www.cdbg-dr.pr.gov/en/municipal-recovery/>.

Planning Services Phases and Tasks

**Table 1. Summary of Tasks for Planning Services per single Municipal Recovery Plan** present the Phases and Tasks necessary to perform planning services for a single Municipal Recovery Plan as established in this RFP.

Table 1. Summary of Tasks for Planning Services per single Municipal Recovery Plan

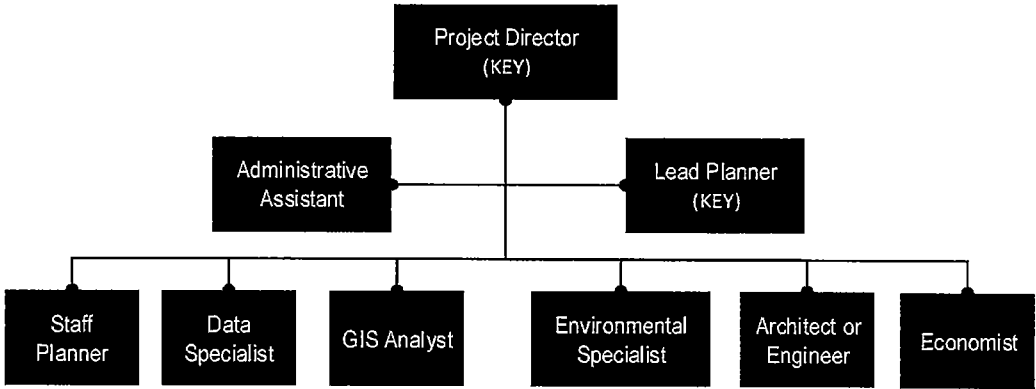
Phase	Task
Phase 1. Analysis of Existing Conditions	Task 1.1: Background Research and Baseline Conditions
	Task 1.2: Risk and Vulnerability Assessment
Phase 2. Data Analysis	Task 2.1: Gap Analysis
	Task 2.2: Collect necessary data
Phase 3. Public Engagement	Task 3.1: Municipal Profile
	Task 3.2: Communications and Messaging
	Task 3.3: Public Outreach and Engagement
Phase 4. Plan Development	Task 4.1: Develop Vision, Goals, Objectives and Activities
	Task 4.2: Develop Implementation Strategy
Phase 5. Reporting and Compliance	Monthly Reports
Phase 6. Coordination	Coordination Services



Phase	Task
Specialized Planning Services	These services will be provided within Phases 1, 2, 3 and 4.
Regional Planning Services	These services will be provided as required by the PRDOH.

**Planning Staff Roles and Requirements**

The Proposer must submit to the PRDOH an initial organizational chart detailing each person (whether employed or subcontracted by Proposer) who will perform planning services required in this RFP. The PRDOH have initially identified key staff resources that each planning firm must provide following the organizational structure of resources as presented in **Figure 1**.



**Figure 1. Planning Services Organizational Structure**

The **Planning Consulting Services Firm's key staff** resources must be ready to begin working within **two (2) weeks** after the contract execution date. Only key staff will be authorized to work. Any additional resources will require a written authorization from the PRDOH before they can work, any work performed without PRDOH's written authorization cannot be invoiced and will not be paid.

Initially, the key staff will meet with the PRDOH to coordinate work for the assigned municipalities. The specific group of municipalities assigned to Planning Consulting firm (s), will be determined at the sole discretion of the PRDOH. Planning Consulting firm (s) may not charge additional costs due to the PRDOH assignment of municipalities or regions. Proposers shall have or will secure, at its own expense, all personnel required to perform the services under a Planning Services contract. The PRDOH may redistribute group municipalities initially assigned based on Planning Consulting firm (s) performance, compliance, and quality of work. The PRDOH will not guarantee a minimum number of municipalities to be handled by the Planning Consulting firm (s).

The Proposer shall demonstrate the ability to adequately staff and scale each functional area to supply adequate number of resources for the required service levels throughout the life of the MRP Program. The following represents general descriptions of standard planning services for the key staff to be utilized in the Proposal and, if awarded, the resulting contract:

**Project Director** **Qty: 1**

Roles and Responsibilities: Must oversee the project team and manage planning services themselves providing on-time and on-budget planning deliverables. Must lead public presentations and facilitate public meetings, including those with municipal boards and commissions, concerned and engaged stakeholder groups, and Puerto Rican agencies and organizations. Must estimate and proactively manage planning-related services requirements. Must conduct performance measurement, analyze and report measurement results. Must lead and participate in and support problem resolution. Must serve as the PRDOH's primary point of contact.

Requirements: Must have a bachelor's degree in Planning, Engineering, Architecture, Business Administration, or similar discipline. Masters is Preferred. Must have at least ten (10) years of experience, four to eight (8) years of related (planning) experience and four to six (4-6) years' experience managing or supervising projects. Must be fluent in English and Spanish languages. Must have experience managing or supervising projects.

**Lead Planner** **Qty: 1**

Roles and Responsibilities: Serve as the overseeing and/or lead planner and/or designer on a multitude of projects and must deliver creative solutions to the municipalities. Responsible for leading a team of professionals, depending on the complexity of the project. Projects range from areas of zoning, master planning, economic development, and placemaking, to special projects in planning, design, economic development, community development, and recovery and resilience. Must assign work, collaborate with, and communicate effectively and frequently with project collaborators, including Project Managers, junior planners or designers, engineers, architects, mapping specialists, administrative staff, and graphic designers. Deliver public presentations and facilitate public meetings, including those to municipal boards and commissions, concerned and engaged stakeholder groups, and Puerto Rican agencies and organizations. Understand the proper application of diverse planning related technologies.

Requirements : Must have at least bachelor's degree in Planning, Engineering, Architecture, Business Administration, or similar discipline. Must have at least six (6) years of experience of related (planning) experience and experience leading projects. Must be fluent in English and Spanish languages.

**Staff Planner** **Qty: 1**

Roles and Responsibilities : Serve as the support planner and/or designer on a multitude of projects and must deliver creative solutions to the municipalities. Part of the team of professionals, depending on the complexity of the project. Projects range from areas of zoning, master planning, economic development, and placemaking, to special projects in planning, design, economic development, community development, and recovery and resilience. Understand the proper application of diverse planning related technologies.

Requirements: Must have a master's degree in Planning. Must have at least three (3) years of planning experience.

**Engineer or Architect** **Qty: 1**

Roles and Responsibilities: Manages, directs, and carries out complex assignments often requiring the development of new concepts, techniques and procedures. Requires experience in managing diverse functional and subordinate activities and groups of technical and administrative personnel. Responsible for the services rendered including; its correctness, quality, coordination with other trades as may be required, regular briefings of the management on the progress of the project, coordination with management of all issues having implications to reports and scheduling matters. Requires experience in management and control of large budgets for complex, multi-task, government contracts. Provides communication to all levels of management and staff for planning and control of projects and communicates with customer and agency representatives. Formulates and reviews project feasibility studies, determines costs, and ensures that work standards, schedules, policies, purposes, and goals are communicated to subordinates and subcontractors for the performance of work. Prepares and delivers presentations to colleagues, subordinates, and government representatives. Provides comprehensive definition of all technical aspects of project requirements within engineering disciplines. Knowledgeable of local and national codes. Performs evaluation of alternatives and assessments of risks and costs.

Requirements: Must have a Bachelor's in an engineering or architecture field. Masters is preferred. Must be a Licensed Professional Engineer or Registered Architect. Must have at least eight (8) years of project related experience.

**Economist** **Qty: 1**

Roles and Responsibilities: Serve as project leads directing and coordinating multiple cases or project work groups in the development of large and complex economic and statistical research projects. Works directly with clients providing expert support in litigation or consulting cases.

Requirements: Must have a Master's in Economics or relevant area. Experience may be substitute for education. Must have at least seven (7) years of experience.

**Data Specialist** **Qty: 1**

Roles and Responsibilities: Reviews of exiting parameters, assessment of conditions, interpretation of data, projection of functional requirements, organization of requirements, coordination between the client and the analyst, interaction with the Project Director, development of reports. Responsible for the development and analysis of data projections, creating tabular analysis tools, capacity to communicate complex ideas in an easily interpreted fashion, strategic planning, development of survey tools. Additional responsibilities include the drafting of reports, creation of report outlines, coordination of the data collected, translation, and presentation of deliverables.

Requirements: Must have a Bachelors' degree in Planning, Engineering, Architecture, Business Administration, Statistics or similar discipline. Must have at least eight (8) years of experience.

**GIS Analyst (Only for Level 1)** **Qty: 1**

Roles and Responsibilities: Analyzing spatial data through the use of mapping software. Designing digital maps and producing reports with geographic data and other sources. Serves in a supervisory capacity; plans, develops, coordinates, and directs a number of large and important projects or a project of major scope and importance. As individual researcher or worker, conceives, plans and conducts research in problem areas of considerable scope and complexity. As a staff specialist serves as the technical specialist in the application of advanced theories, concepts, principles, and processes for an assigned area of responsibility (i.e. subject matter, function, type of facility or equipment, or product). Can be a subcontractor of the firm.

Requirements: Minimum of eight (8) years of experience. Must have a degree in Computer Science, Geography, Surveying, Engineering or related field. Proficiency with database programming languages.

**Environmental Scientist (Only for Level 1)** **Qty: 1**

Roles and Responsibilities: Minimum of five (6) years' experience in environmental work. Must have a Bachelor's degree in Engineering, Architecture, Biology, Environmental Science, or related environmental degree.

Requirements: Experience conducting field work, research, interviews, investigations, analyses, preparation of Phase I and II Environmental Site Assessment ("ESAs") and preparation of plans and reports. Must have experience utilizing GIS tools and performing analyses and reports with the GIS data. Must have a knowledge and understanding of 24 CFR Part 58 requirements. Must have CDBG-DR Tier I and Tier II experience. Must have at least one year of experience in Environmental reviews (or similar), Surveys & Assessments and Testing Services, one year of which must be for public sector projects. Can be a subcontractor of the firm.

**Planning Subject Matter Expert (PSME) per Specialized Service** **Qty: 1**

Roles and Responsibilities: At minimum provide expertise in one (1) of the specialized fields related to planning. Can be a subcontractor of the firm. Responsibilities include the drafting of reports, creation of report outlines, collecting and analyzing data, translation, and presentation of deliverables. Performs evaluation of potential outcomes and associated risks and costs to the specialty. Prepares and delivers presentations to colleagues, subordinates, and government representatives. Provides all relevant documentation to their specialty.

Requirements: Minimum of five (5) years of experience per specialty. Must have a degree in Planning, Engineering, Architecture, Landscape Architecture, Business Administration, Statistics or similar discipline. Masters is preferred.

**Planning Services and Tasks**

Planning Firm(s) will perform the required services under sequential phases of planning and tasks, therefore each of these tasks will required a formal delivery to the PRDOH. Proposers must work closely with the Municipalities assigned by the PRDOH and with PRDOH's staff or representative to accomplish identified tasks. This coordination will support the identification of methods that the PRDOH and Municipalities may need to maximize and leverage citizen participation to sustain planning efforts. The Proposer may be required to coordinate with other Planning Consulting firm(s) that will be providing planning services or other related services regarding the CDBG-DR Program.

For every delivery, Planning Consulting firm(s) must expect reasonable comments or revisions (request for changes) of required delivered documents. Planning Consulting firm(s) must account for revisions or clarifications requests by PRDOH related to required deliveries. Revisions must be resolved and accepted by the PRDOH before deliveries are invoiced to PRDOH and approved by municipalities participating in the MRP Program.

Planning services are described in the following phases and tasks:

**Phase 1: Analysis of Existing Conditions**

The following tasks and subtasks describe requirements for Phase 1 services.

**Task 1.1: Background Research and Baseline Conditions:**

Subtask 1: Develop a comprehensive list of data and information necessary to assess the impacts of Hurricanes Irma and María and develop a recovery plan for the identified area.

Subtask 2: Identify all relevant existing plans for the identified area and conduct an initial review. These plans could include zoning maps, future plan use maps, community or small area plans, strategic plans, capital outlay plans, transportation, economic development, infrastructure and/or housing plans, environmental or coastal plans and/or any others as deemed relevant.

Subtask 3: Identify all existing relevant datasets for the identified area and conduct an initial review. These datasets could include damage assessments, structure and/or parcel databases, demographic information and/or and others as deemed relevant. The data could be in the form of GIS layers, spreadsheets, memorandums, or other formats.

Subtask 4: Create a program file with all existing relevant plans and datasets.

Subtask 5: Conduct an overall baseline assessment of the identified area, including demographic, economic, environmental, infrastructure and housing information.

Deliverable: The Planning Firm(s) must deliver three (3) hard copies of the required deliverable plus one (1) electronic copy in Universal Serial Bus (USB) flash drive. Specific requirements of the deliverables, such as contents, file type, document type and format, paper size, font type and size, logos, etc. must be presented, discussed and coordinated before deliverable preparation.

**Task 1.2: Risk and Vulnerability Assessment**

Subtask 1: Collect and compile existing risk and vulnerability data for the identified area.

Deliverable: The Planning Firm(s) must deliver three (3) hard copies of the required deliverable plus one (1) electronic copy in Universal Serial Bus (USB) flash drive. Specific requirements of the deliverables, such as contents, file type, document type and format, paper size, font type and size, logos, etc. must be presented, discussed and coordinated before deliverable preparation.

## **Phase 2: Data Analysis**

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The following tasks and subtasks describe requirements for Phase 2 services.

### **Task 2.1: Gap Analysis**

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Subtask 1: Identify and develop a comprehensive list of datasets, information and/or studies that may be required to fully assess and analyze the identified area, but which are not represented in the repository of existing plans and datasets. This list should be reasonable in its scope and is subject to prior approval.

Deliverable: The Planning Firm(s) must deliver three (3) hard copies of the required deliverable plus one (1) electronic copy in Universal Serial Bus (USB) flash drive. Specific requirements of the deliverables, such as contents, file type, document type and format, paper size, font type and size, logos, etc. must be presented, discussed and coordinated before deliverable preparation.

### **Task 2.2: Collect necessary data**

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Subtask 1: Identify and implement a strategy to collect necessary data or information, or to conduct necessary studies.

Subtask 2: This data gathering may include collection and indexing of address, parcel and structure data within the municipality.

Subtask 3: All data, information and studies will be the property of PRDOH and will be shared with the Municipalities and other relevant entities.

Deliverable: The Planning Firm(s) must deliver three (3) hard copies of the required deliverable plus one (1) electronic copy in Universal Serial Bus (USB) flash drive. Specific requirements of the deliverables, such as contents, file type, document type and format, paper size, font type and size, logos, etc. must be presented, discussed and coordinated before deliverable preparation.

## **Phase 3: Public Engagement**

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The following tasks and subtasks describe requirements for Phase 3 services. These tasks will be reimbursed by a lump sum amount after delivery is accomplished.

### **Task 3.1: Municipal Profile**

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Subtask 1: Develop Municipal profile. Profile may include social, environmental, technological and economic items such as a stakeholder analysis, identification of discreet communities, risk or vulnerability mapping, damage assessments, demographic information, economic profiles, infrastructure assessments, or others.

Deliverable: The Planning Firm(s) must deliver three (3) hard copies of the required deliverable plus one (1) electronic copy in Universal Serial Bus (USB) flash drive. Specific requirements of the deliverables, such as contents, file type, document type and format,

paper size, font type and size, logos, etc. must be presented, discussed and coordinated before deliverable preparation.

**Task 3.2: Communications and Messaging**

Subtask 1: Develop communications and messaging strategy to effectively connect all relevant audiences to planning initiatives.

Subtask 2: Develop all communications and messaging materials, including talking points, press releases, graphic presentations, hand-outs, and other necessary written and visual materials.

Subtask 3: Materials should be designed appropriately for target audience; most materials should be designed for lay person understanding.

Subtask 4: All public-facing materials should be submitted in both English and Spanish language versions.

Deliverable: The Planning Firm(s) must deliver three (3) hard copies of the required deliverable plus one (1) electronic copy in Universal Serial Bus (USB) flash drive. Specific requirements of the deliverables, such as contents, file type, document type and format, paper size, font type and size, logos, etc. must be presented, discussed and coordinated before deliverable preparation.

**Task 3.3: Public Outreach and Engagement**

Subtask 1: Develop public outreach and engagement strategy to effectively determine community priorities and preferences in order to develop shared goals and objectives.

Subtask 2: Coordinate, prepare for and lead public outreach and engagement events and activities, including but not limited to publicity to garner stakeholder participation, venue and logistics coordination, and development of relevant content such as agendas, meeting materials, presentations, and appropriate activities used to gather feedback and input. Events and activities could include public meetings, seminars, workshops, charettes, surveys, and/or any other outreach and engagement method. Events and activities should be structured in order to increase stakeholder participation, solicit input into planning processes and outcomes, and/or provide information or technical assistance to stakeholders. Events primary language for community communication will be Spanish. All materials presented should be prepared in both Spanish and English language versions.

Subtask 3: Prepare a summary report of community engagement findings and commentary. Catalogue all events conducted, corresponding results and recommended actions to be taken in the development of the plan.

Deliverable: The Planning Firm(s) must deliver three (3) hard copies of the required deliverable plus one (1) electronic copy in Universal Serial Bus (USB) flash drive. Specific requirements of the deliverables, such as contents, file type, document type and format, paper size, font type and size, logos, etc. must be presented, discussed and coordinated before deliverable preparation.

**Phase 4: Plan Development**

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The following tasks and subtasks describe requirements for Phase 4 services. See enclosed an example of the Municipal Recovery Plan. **The provided document is not a final version and should not be considered as a formal template of the Municipal Recovery Plan for the MRP Program.**

**Task 4.1: Develop Vision, Goals, Objectives and Activities**

Subtask 1: Identify goals, objectives, and activities that are necessary for the municipalities to recover. These must tie to the Action Plan.

Subtask 2: The identified goals, objectives and activities should include projects as well as policy and programmatic activities that will achieve the goals laid out during the outreach phase.

Subtask 3: There should be a special emphasis on projects that facilitate municipal recovery using funds contained within other CDBG-DR programs, as described in the Puerto Rico Action Plan.

Subtask 4: Areas of emphasis could include, but are not limited to social, environmental, infrastructure, housing and economic issues. Some examples include objectives and activities geared toward job creation, efficient public service delivery, business creation and public investments, to guide economic stability and growth.

Subtask 5: Identify potential strategic initiatives with outcomes that support the long-term recovery of a community's character, environment, economy and built environment.

Subtask 6: Identify and describe a suite of best practices that are applicable to the goals and vision of the identified area.

Deliverable: The Planning Firm(s) must deliver three (3) hard copies of the required deliverable plus one (1) electronic copy in Universal Serial Bus (USB) flash drive. Specific requirements of the deliverables, such as contents, file type, document type and format, paper size, font type and size, logos, etc. must be presented, discussed and coordinated before deliverable preparation.

**Task 4.2: Develop Implementation Strategy**

Subtask 1: Identify recommended priority projects, policies, programs or other action items based on achievability, feasibility, effectiveness, and funding availability. Particular emphasis should be given to projects that can be funded through other CDBG-DR programs, as described in the Puerto Rico Action Plan.

Subtask 2: Develop a phased approach to implementation of Municipal Recovery Plan. Phases should include immediate, short, medium- and long-term projects, policies, programs or other action items.

Subtask 3: Identify and provide additional information necessary to understand achievability and feasibility of identified projects.

Subtask 4: Develop cost analyses and identify budgets and funding sources for projects, policies, programs or other action items identified in the Municipal Recovery Plan.

Subtask 5: Develop an operational plan for projects, policies, programs or other action items identified in the Municipal Recovery Plan, including initial timelines and milestones,

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identification of the roles and activities of various entities, and identification of accountability structure.

Subtask 6: Develop a strategy to engage with partner entities to support implementation of the Municipal Recovery Plan.

Subtask 7: Identify additional planning processes to support Regional Planning initiatives.

Deliverable: The Planning Firm(s) must deliver three (3) hard copies of the required deliverable plus one (1) electronic copy in Universal Serial Bus (USB) flash drive. Specific requirements of the deliverables, such as contents, file type, document type and format, paper size, font type and size, logos, etc. must be presented, discussed and coordinated before deliverable preparation.

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**Specialized Planning Services**

Individual Municipal Planning Services may require performing Specialized Planning Services to accomplish some of the identified tasks and subtasks. The PRDOH must be informed when a Specialized Planning Service is required to accomplish planning activities. These Specialized Planning Services may require from the Proposer experience in specialty areas, such as, but not limited to:

- Coordination with other Planning Firms
- Ensuring compliance with sustainable practices and applicable standards.
- Performing Public outreach
- Housing and Community Development
- Strategic and Regional Planning (Master/Action Plans)
- Comprehensive/Long-Range Planning
- Economic Development
- Environmental/Natural Resources Planning
- Risk Assessments
- Coastal Planning
- Hazard Mitigation/Disaster Recovery Planning
- Resiliency Planning
- Historic Preservation
- Urban Design
- Land Use & Code Enforcement
- GIS and Mapping Capacity
- Transportation Planning/Design
- Feasibility Study
- Municipal Finance
- Renewable Energy development
- Government Affairs
- Public Governance
- Ordinance, Rules and Regulations
- Food Systems Planning
- Social and Community Planning
- Tourism Plans

The PRDOH must provide a written authorization to the Proposer for the use of this task. The authorization must identify the scope, timeline and which Subject Matter Expert Resource(s) will participate in providing the services, including the maximum number of hours required per each resource performing these.

Deliverable: The Planning Firm(s) must deliver three (3) hard copies of the required deliverable plus one (1) electronic copy in Universal Serial Bus (USB) flash drive. Specific requirements of the

deliverables, such as contents, file type, document type and format, paper size, font type and size, logos, etc. must be presented, discussed and coordinated before deliverable preparation.

**Regional Planning Services**

The PRDOH will decide which of the selected Proposers will provide services to collaborate with PRDOH's staff, or representative, other planning vendors and Municipalities to collaborate and promote the understanding of complex issues that extend beyond Municipal Government limits. Selected Proposers requested to provide regional planning services will be required to perform activities to identify solutions that are regional in nature. Proposers are expected to have experience addressing regional issues and solutions not limited to:

- Environment, Energy and Climate Change
- Land Use, Community Development and Housing
- Economy development and Finance
- Water Services Utilities
- Housing
- Infrastructure
- Public Policy
- Transportation and Mobility
- Cultural Resources
- Waste Management
- Green Infrastructure
- Energy / Power grid needs
- Communications
- Natural Resources

The PRDOH must provide a written authorization to the Proposer for the use of this task. The authorization must identify the scope, timeline and which Subject Matter Expert Resource(s) will participate in providing the services, including the maximum number of hours required per each resource performing these.

Deliverable: The Planning Firm(s) must deliver three (3) hard copies of the required deliverable plus one (1) electronic copy in Universal Serial Bus (USB) flash drive. Specific requirements of the deliverables, such as contents, file type, document type and format, paper size, font type and size, logos, etc. must be presented, discussed and coordinated before deliverable preparation.

**Municipal Planning Services Timeline**

The PRDOH requires that the selected Proposer submits and delivers all documentation during the development of each Municipal plan. All deliveries will be submitted for all described tasks in this RFP and will apply individually to every Municipality assigned to the Proposer. PRDOH's or its representative will coordinate with the selected Planning Firm(s) a calendar of deliveries according to the standard timeline for phases described in this RFP for every Municipality assigned.

**Figure 2** provides an example of the general timeline to be considered as the maximum timeframe for deliveries per each Municipality planning services:

Task Name	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Municipality is assigned						
Phase 1: Analysis of Existing Conditions						
Phase 2: Data Analysis						
Phase 3: Public Engagement						
Phase 4.1A: Interim Vision, Goals, Objectives and Activities						
Phase 4.1B: Final Vision, Goals, Objectives and Activities						
Phase 4.2: Implementation Strategy						

Figure 2. Standard Timeline for Individual Municipal Planning Services

Individual Planning Services deliverables indicated in previous section may require Specialized Planning Services mentioned in this scope of services. When specialized studies are necessary to accomplish one or more of the tasks indicated, the selected Planning Firm(s) must include all deliverables documentation for the specialized studies implemented for the task.

Services and deliveries related to Regional Planning Services must be identified and authorized by the PRDOH before their execution.

END OF SCOPE OF SERVICES FOR PLANNING SERVICES



ATTACHMENT D

Compensation Schedule  
Planning Services and Program Management Services under CDBG-DR  
Request for Proposals No. CDBG-DR-RFP-2019-05

Contractor: **CMA Architects and Engineers, LLC**

The Contractor for Planning Services will be compensated based on the hours worked multiplied by the hourly rate up to the maximum amount of the cost of a single Municipal Recovery Plan.

The maximum costs for a single Municipal Recovery Plan for Group 1 to Group 4 are the following:

Group	Maximum Cost for Single Municipal Recovery Plan	Allowance	Total Planning Services per Municipality
1	\$ 236,806.00	\$ 40,000.00	<b>276,806.00</b>
2	\$ 266,387.00	\$ 40,000.00	<b>306,387.00</b>
3	\$ 280,060.00	\$ 40,000.00	<b>320,060.00</b>
4	\$ 290,917.00	\$ 40,000.00	<b>330,917.00</b>



ATTACHMENT E

OSPA  
Request for Proposals  
Planning Services  
Community Development Block Grant – Disaster Recovery  
Puerto Rico Department of Housing  
Secretary for Legal Affairs  
Insurance Section

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SPECIAL INSURANCE AND BONDING SPECIFICATIONS  
FOR PROFESSIONAL SERVICES

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LICITATION NUMBER - CDBG-DR-RFP-2019-05

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

1. (X) State Insurance Fund Workmen’s Compensation Insurance Policy

In accordance with the Workmen’s Compensation Act No. 45, to facilitate its acquisition, the **Department of Housing** shall provide a letter to the successful bidder addressed to the State Insurance Fund.

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

COVERAGE	LIMIT
I. Commercial General Liability:	\$1,000,000.00
• General Aggregate	\$2,000,000.00
• Products & Complete Operations	\$1,000,000.00
• Personal Injury & Advertising	\$1,000,000.00
• Each Occurrence	\$1,000,000.00
• Fire Damage	\$100,000.00 (Any one Fire)
• Medical Expense	\$10,000.00 (Any one person)
II. Employer’s Liability Stop Gap:	
• Bodily Injury by Accident	
Each Employee	\$1,000,000.00
Each Accident	\$1,000,000.00

COVERAGE	LIMIT
• Bodily Injury by Disease	
Each Employee	\$1,000,000.00
Each Accident	\$1,000,000.00

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

LIMIT
• Auto Liability - \$1,000,000.00
• Physical Damages - \$1,000,000.00
• Medical Payments - \$10,000.00
The Commercial Auto cover must be applied to the following symbols:
• Liability Coverage -1
• Physical Damages – 2 and 8
• Hired – Borrowed Auto - 8
• Non-Owned Auto Liability - 9

4. (X) Professional General Liability and/or Errors and Omissions Policy

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

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

(X) A.2 Limit:

(X) each occurrence \$1,000,000  
(X) aggregate \$5,000,000  
(X) deductible \$5,000.00

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

5. (X) The policies to be obtained must contain the following endorsements including as additional insured the *Department of Housing, U.S. Department of Housing and Urban Development (HUD)*, and the *Government of Puerto Rico*.

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

6. (X) The insurance carrier or carriers which will present said certificates of insurance must have at least a B+ rating according to the 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:

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+ by the "Best Rating Guide".
3. Submit to the **Department of Housing** 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 Insurance Section of the **Department of Housing**. Discuss any refund of unearned premium.
6. Follow all Federal Bail and Acceptance Insurance Regulations, when applicable.
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 Department of Housing.
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 Department of Housing under the Secretary for Legal Affairs.

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

The successful bidder, as the prime contractor, has the duty to require each of the subcontractors or subcontractors 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 prime contractor has the responsibility to provide the **Department of Housing** with evidence to the effect that all insurance and/or bonds required under the special conditions or required under the sub-contract to each of the sub-contractors or sub-sub-contractors are current and duly approved by the Insurance Section of the **Department of Housing**.

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

The **Department of Housing** 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 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, FORM DV-OSPA-78-5**

In the event of any conflict or difference in the description of coverage or in amounts or limits, etc., with respect to insurance requirements, the "*Special Conditions of Insurance and Bonds*" as set forth in this **Form (DV-OSPA-78-5)** shall prevail over any other insurance specifications.

**E. CERTIFICATE OF INSURANCE SECTION**

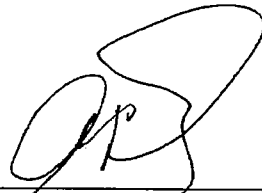
We hereby certify, to our best knowledge and understanding, that we have prepared the aforementioned "*Insurance and Bonds Special Conditions*" after a proper evaluation of the related risks, based on the information of the nature of the project and description submitted to us, as requested by the Contracting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



DESCRIPTION OF THE SERVICES:

Planning Services and Planning Program Management Services

January 16, 2020  
Date

  
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Arlyn Rodríguez Fuentes  
Insurance Section  
Secretary for Legal Affairs

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## 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.

#### 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

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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;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

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- (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.

AR 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.

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**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 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.

**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.

**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 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 or 84.42, 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:

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- (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 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. §§ 327-330) 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.

**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. §§ 276a to 276a-7) 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.

**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

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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.

**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.

**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.
  - 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
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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 CFR 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.
- 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.

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- 5) The CONTRACTOR will comply with all provisions of Executive Order 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 Executive Order 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 Executive Order 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.

**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

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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).

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

The CONTRACTOR and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 *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 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

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 40 C.F.R. Part 15, 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. § 1857 c-8) 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 Form to Report Lobbying", 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.

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 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 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 135, 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 135 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 135, 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 135. 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 135.
- 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 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 C.F.R. Part 135.
- 6) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 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 (25 U.S.C. § 450e) 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 94-163, 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.

**33. HEALTH AND SAFETY STANDARDS**

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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.

**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.

**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.

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### **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.

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.

### **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**

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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).

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

**CMA Architects and Engineers, LLC**

The following is hereby certified to the Oversight Board regarding the request for authorization for **Planning Services** contract by and between the **Puerto Rico Department of Housing** and **CMA Architects and Engineers, LLC**:

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

Estudios Técnicos, Inc. will be a subcontractor of CMA. Its owners and principals include:

- a) José J Villamil
- b) Graham A Castillo
- c) Anitza M Cox
- d) Wanda Crespo
- e) Carlos V Torija

The role of Estudios Técnicos, Inc. in CMA/ETi Teaming Agreement is to provide planning services, socioeconomic analysis, statistical analysis, data collections services including but not limited to household, online or phone surveys, public participation and engagement services, and GIS services.

The mount proposed to be contracted with Estudios Técnicos, Inc. will be based on the proposed rates and around 50% of the budgeted amount. This may change based on contracting terms with the Puerto Rico Housing Department, which will determine the final scope of work and distribution between CMA/ETi.

2. Neither Estudios Técnicos, Inc. 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.

Its owners and principals include:

- a) José J Villamil
- b) Graham A Castillo
- c) Anitza M Cox
- d) Wanda Crespo
- e) Carlos V Torija

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<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.

Estudios Tecnicos, Inc. understands that the Services to be performed and/or the products to be provided by the Team will not be fully determined until the Prime Contract is awarded. Both Parties agreed, however, that Team Member will perform those Services or products specified in the Proposal at the expressed hourly rates, net of administrative and management allocations that CMA typically allocates. In the event that a disagreement between the Parties concerning the Team Member's scope of work, price(s), delivery, or provisions of the Subcontract is not resolved through good faith negotiations within a reasonable time but not exceeding thirty (30) calendar days from the date of receipt of the proposed Subcontract, or such additional time as the Parties may agree upon in writing.

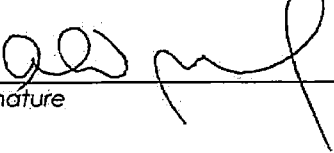
Once a Subcontract is fully executed, work by Team Member under subsequent Prime Contracts will be identified via an appendix to the Subcontract which shall include Team Member's scope set forth in the Appendix associated with the Proposal that led to the Prime Contract.

Estudios Tecnicos will provide the following personnel:

Role	Fees
Staff Planner (SP)	\$88.00
GIS/Data Analyst (GIS)	\$90.00
Economist (ECO)	\$138.00

- 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.
- 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.
- 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.
- 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.

I hereby certify under penalty of perjury that the foregoing is complete, true and correct all the above on this 22nd day of December of 2020.

  
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Signature

December 22, 2020  
Date

Alvin M. Rodríguez Bonilla  
Printed Name

Managing Member  
Position

  
AR

  
WQRR









# CMA Architects and Engineers LLC (Planning Services Contract)

Final Audit Report

2021-07-28

Created:	2021-07-23
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAb7I_unHMLZyoOzY1dquxa7KbWCBwnZ9A

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