



GOVERNMENT OF PUERTO RICO
Department of Housing

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

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



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THIS AGREEMENT FOR PLANNING PROGRAM MANAGEMENT SERVICES, (hereinafter referred to as the "Agreement") is entered into in San Juan, Puerto Rico, this 10 of February 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 **ATKINS CARIBE, LLP** (hereinafter, the "CONTRACTOR"), with principal offices in Metro Office Park Street 1, Lot 15, 4th Floor, Suite 400 in Guaynabo, Puerto Rico 00968, herein represented by Raymundo A. Martínez Ojeda, in his capacity as Director of Operations, of legal age, married, and resident of Rockville, MD 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 planning program management services firms to assist PRDOH with the objectives within the Municipal Recovery Planning Program and other strategic planning initiatives in accordance with the CBDG-DR Action Plan. The Planning Program Manager will help the accomplishment of individual and regional planning required to help Municipalities to establish their recovery plan and to participate in other CBDG-DR Programs. This firm will support PRDOH's objectives of ensuring compliance with all CBDG-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 CBDG-DR related activities.

WHEREAS, on January 21, 2020 the PRDOH issued the Request for Proposals No. CBDG-DR-RFP-2019-05 with CBDG-DR funds. This request was placed through the Registro Único de Subastas (RUS, by its Spanish acronym) and the CBDG-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.

WHEREAS, Atkins Caribe, LLP 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.

WHEREAS, the PRDOH desires to enter into an agreement with **Atkins Caribe, LLP** 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 an Hourly Rates, Maximum Monthly Hours and Not To Exceed Monthly Cost contract. Under this Agreement, CONTRACTOR shall submit monthly invoices to the PRDOH based on the Procurement Recommendation (**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:

Attachment A	Notice of Award
Attachment B	Proposal (Technical and Cost Volumes, including list of assumptions)
Attachment C	Scope of Services
Attachment D	Procurement Recommendation

Attachment E	Insurance Requirements (DV-OSPA-78-5)
Attachment F	HUD General Provisions
Attachment G	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

- 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 **eighteen (18) months**, ending on August, 10, 2022.
- B. Contract Extensions:** PRDOH may, at its sole discretion, extend the Agreement's term for an additional term 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 **THREE MILLION FIVE HUNDRED SEVENTY-SEVEN THOUSAND NINE HUNDRED AND EIGHTY SIX DOLLARS (\$3,577,986.00)**; Account Number R01P06PMP-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.

- 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 authorized under contract 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

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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.

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- 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.

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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), 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** advance 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** advance 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 for Convenience, 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.

- 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** advance 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'** advance 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.

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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) 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 **Attachment 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 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.

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, 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.

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.

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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

Raymundo A. Martínez Ojeda
Director of Operations
Atkins Caribe, LLP
15 Calle 1 STE 400 Metro Office Park,
Guaynabo, PR, 00968-1719

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), **in 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 of the Code of Ethics for Contractors, Suppliers of Goods and Services and Applicants for Economic Incentives of the Executive Agencies of the Commonwealth of Puerto Rico Agencies known in Spanish as "*Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos de las Agencias Ejecutivas del Estado Libre Asociado de 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 H** to this contract.

XXVI. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, & EXECUTIVE ORDERS

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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**.

XXVII. 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), 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.

XXVIII. 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 CFR part 135, 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 135 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; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR 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 CFR 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 CFR part 135.
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- E. 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 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. 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 subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- G. The Contractor agrees to submit, and shall cause its subcontractors to submit, quarterly reports to the PRDOH detailing the number of new employees hired, the number of new Section 3 employees hired, and any affirmative efforts made to direct hiring efforts to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing during the previous quarter.
- H. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

XXIX. 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.

XXX. EQUAL OPPORTUNITY

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

XXXI. 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.

XXXII. 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>.
- 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.

XXXIII. 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.

XXXIV. 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.

XXXV. SUSPENSION AND DEBARMENT

- A. -This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 2424. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).
- B. --The CONTRACTOR must comply with 2 C.F.R. part 180; subpart C and 2 C.F.R. part 2424, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. -This certification is a material representation of fact relied upon by PRDOH. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, in addition to remedies available to PRDOH, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. -The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, while this Agreement is valid. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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XXXVI. 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.

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XXXVII. 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.

XXXVIII. 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.

XXXIX. 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.

XL. 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.

XLI. 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.

XLII. 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.

XLIII. 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.

XLIV. 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 Procurement Recommendation (Attachment D), and lastly, the CONTRACTOR's proposal (Attachment B).

XLV. 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.

XLVI. 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

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

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

B. Change of Name

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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.

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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.

XLVII. 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.

XLVIII. 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.

XLIX. 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.

L. 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.

LI. 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.

LII. 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.

LIII. 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

ATKINS CARIBE, LLP

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Feb 10, 2021 21:24 AST)

William O. Rodríguez Rodríguez, Esq.
Secretary

Raymundo Martínez Ojeda
Raymundo Martínez Ojeda (Feb 9, 2021 17:01 EST)

Raymundo A. Martínez Ojeda
Director of Operations
DUNS No. 961873960

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GOVERNMENT OF PUERTO RICO
Department of Housing

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

November 16, 2020

Raymundo A. Martinez Ojeda
Director of Operations
Metro Office Park Street 1
Lot 15, 4th Floor Suite 400
Guaynabo, PR, 00968

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

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Dear Mr. Martinez,

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



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, Atkins Caribe, LLP, 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.	QUALIFE D	OVERALL PROP COST	COST PROPOSAL POINTS	TOTAL PROPOSAL SCORE
Atkins Caribe, LLP	PASS	50.7	YES	\$8,772,710.40 ¹	45.0	95.7
Guidehouse, LLP	PASS	50.3	YES	\$8,951,040 ²	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 ³	0.0

¹ 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.

² 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.

³ 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 ⁴	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 ⁵	45	95.7
Guidehouse, LLP	PASS	50.3	YES	\$5,644,800 ⁶	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**.

⁴ 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.

⁵ 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.

⁶ 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 ⁷	60	88
CMA Architects & Engineers, LLC	PASS	30.3	YES	\$1,827,109 ⁸	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

⁷ 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.

⁸ 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.

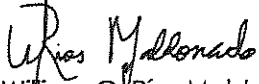
An original and two copies of the motion for reconsideration shall be filed to the Secretary of the Review Board, and a copy thereof shall be filed with the Bid Board.

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. Ríos 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 0523

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Atkins Caribe, LLP, is part of the larger Atkins NA organization that has more than 3,300 employees and 70 offices located throughout North America and is supported by an additional 55,000 employees in offices worldwide. To best serve this project, we will base this work out of our Atkins Caribe office near San Juan. As a Puerto Rican-registered firm since 1993, our services have enabled some of the most important infrastructure projects in Puerto Rico history. With over 55 employees on the island in Atkins Caribe, we are working tirelessly across multiple federal and local programs to ensure a newer, stronger, and more resilient Puerto Rico. As an example, we are currently working with each Municipality to develop a total of 78 hazard mitigation plans island-wide. From this experience, we know both the individual conditions of each Municipality as well as its risk from natural hazards, key stakeholders, and recovery needs.

Atkins and Atkins Caribe are part of the global engineering SNC-Lavalin Group and can draw from the tremendous depth of experience and staff capacity to meet the Puerto Rico Department of Housing needs. Our staff regularly work with subject matter experts from the mainland U.S. to accomplish complex assignments. Over the decades, we have established our reputation as a firm that manages then most challenging assignments and delivers them on time and within budget. Our strength lies in the broad experience of our personnel, breadth of our technical skills, and ample system resources we leverage to simultaneously support a diverse range of projects.

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5.2.8 Program Understanding and Approach

As part of the Puerto Rico Disaster Recovery Action Plan, Unsubstantial Amendment Two, effective August 23, 2019, the vision to engage and facilitate a planning process at the municipal level was outlined as a road map for long-term recovery focusing on locally identified priorities and needs. As the Planning Program Management provider, Atkins Caribe will work closely with PRDOH, Municipalities, and selected planning firms in the delivery of this vision focusing on implementation of economic and assistance programs in the five sectors: Planning, Housing, Economic, Infrastructure and Multisectoral.

Atkins Caribe understands the planning program management provider will:

- Collaborate and coordinate with PRDOH to develop and guide the program
- Provide management services in the operational, financial, and logistical support of the program
- Provide guidance, training, reviews, and resources to Municipalities and planning firms
- Facilitate and coordinate program events, meetings, and communication
- Develop and maintain workplans, schedules, and status monitoring and reporting
- Manage and coordinate all planning activities
- Develop and maintain compliance and quality control
- Develop and maintain a digital platform for real time process monitoring
- Support procurement efforts
- Assure quality of the Plans and deliverables

- Prepare and conduct training
- Coordinate with other programs like HMGP and CDBG-DR

Atkins has served the Puerto Rican community for more than 27 years and has a local office at Metro Office Park in Guaynabo that has been dedicated to Hurricane María recovery. The team has a proven program management experience with PRDOH in the Management for Repair, Reconstruction or Relocation (R3) Program. We have already developed relationships with all 78 Municipalities by helping them to identify unmet needs and helping craft mitigation actions as the Program Manager for the Island-wide Hazard Mitigation Plan Development as a partner with the Puerto Rico Planning Board (PRPB). We have ongoing work engaging with local administrations, collaborating with community residents, businesses, neighboring Municipalities, and central government agencies to identify actions and projects necessary for holistic recovery from Hurricanes Irma and María. These planning efforts are one of many tools Puerto Rico using to for the transparent and coordinated recovery from Hurricanes Irma and Maria and the recent earthquakes. The Atkins Caribe team is committed to supporting the cornerstone of a resilient commonwealth. We believe we are the right team to lead the PRDOH Recovery Planning Process.

5.2.9 Atkins Caribe Team, Capabilities, and Scaling

As a Puerto Rican-registered firm since 1993, our services have enabled some of the most important infrastructure projects in Puerto Rico history. With over 55 employees on the Island, we are working across multiple federal and local programs to ensure a stronger and more resilient Puerto Rico.

The proposed Atkins Caribe Planning Program Management team is based on the Island, with a track record of addressing Puerto Rico specific planning needs. The main Program Management Team is supported by a deep bench of GIS professionals and subject matter experts (SMEs) such as engineers, environmental specialists, planners, and architects, specialized in many areas.

As an extended technical support and benefit for PRDOH, Atkins has more than 3,300 employees and 70 offices located throughout North America and is supported by an additional 55,000 employees in offices worldwide. As part of the SNC-Lavalin Group, Atkins Caribe LLP draws upon the tremendous depth of experience and staff capacity to meet and exceed the PRDOH needs. Over the decades, we have established our reputation as a firm that manages then most challenging assignments and delivers them on time and within budget. Our strength lies in the broad experience of our personnel, technical skills, and ample system resources we leverage to simultaneously support a diverse range of projects.

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Tier 1 Subcontractors

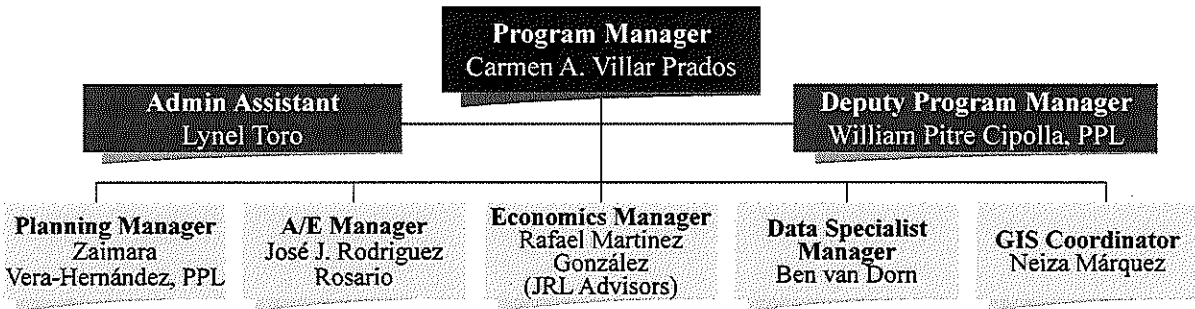
Atkins Caribe will be working with local subcontractors that will provide expertise in various technical areas to complement our skill sets. Required information about each Tier 1 subcontractor is included in Tab 4.

JRL Advisors provides business, operational, and financial advisory. Their clients range from government/industrial companies, financial institutions, to hotel owners. In particular, the firm has assisted clients in the planning, development and financing of key projects in Puerto Rico such as the first aerospace MRO facility established in Aguadilla. JRL Advisors is recognized under SAM as a small business entity. JRL will be supporting Atkins Caribe by providing support, coordination and guidance in the development of economic studies and statistical research. Mr. Rafael Martinez from JRL will be our Economic Manager as further described in Section 5.2.10.

Stantec has expertise in land use planning, urban planning and design, public participation and engagement, landscape architecture, geomatics, design visualization, remediation and revitalization, cultural and social sciences, sustainability, community and stakeholder engagement, capacity building and policy reform, transportation planning, climate change and environmental resources, and community development. Stantec will assist Atkins Caribe, as needed, in the peer review of specific plans requirements.

5.2.10 Key Personnel

Exhibit 1. Planning Program Management Services Organizational Structure



Atkins Caribe is proposing a talented and highly skilled group of professionals to perform all tasks required for a successful implementation and development of Planning Program Management Services. The RFP asked for qualifications of three key people: Program Manager, Deputy Program Manager, and Data Specialist, which are provided below. Exhibit 2 provides qualifications of our other proposed personnel.

Program Manager – Carmen A. Villar Prados, EIT: Ms. Villar Prados graduated in 2005 with a BS in Civil Engineering and brings **19 years directly relevant experience** to this position. During her career, Mrs. Villar-Prados has occupied key positions in public service as well as in the private sector. In 2015 she was appointed to be the Executive Director of the Puerto Rico Highways and Transportation Authority (PRHTA) where she was responsible for over 1,500 employees and operating revenues of \$213.7M, \$235.0M and \$210.9M in fiscal years 2014, 2015, and 2016, respectively. She worked from 2013-2015 as an Advisor to the Governor of Puerto Rico directing the Infrastructure, Planning and Environmental Affairs Office where she was responsible for making recommendations on public policy issues and to enforce and oversee local agencies compliance with the Administration's public policy in infrastructure, environmental, and planning related issues. She is very familiar with Municipalities and local government functionality and organization. In the private sector, as an Assistant Project Manager for one of the largest project management companies within the United States (2005-2013), Mrs. Villar-Prados provided project management services for multi-million dollar projects in the United States and Puerto Rico. Most recently, since 2017, she was working as a private consultant and/or contractor for important local firms. Mrs. Villar-Prados provided general consulting services in the operational, administrative and construction fields and capitalized and optimized opportunities for clients. She helped clients to achieve short-, mid-, and long-term objectives; prepared presentations, documents and letters; and identified efficiencies, potential areas to save money, and potential areas to improve existing systems/equipment /protocols. She is fully bilingual in Spanish and English .

Deputy Program Manager – William Pitre Cipolla, PPL: Mr. Pitre Cipolla graduated in 1998 with a BA in Political Science and completed his Masters in Planning in 2001. Mr. Pitre Cipolla has **17 years of planning experience and is a Professional Planner in Puerto Rico**. His professional career started in 2001 as a Planning Technician for PRHTA. He advanced his career at PRHTA to Planning Coordinator. From 2007 to 2018 he worked for the Puerto Rico Tourism Company (PRTC) as a professional planner where, among other roles, he served as an Interim Director of the Planning and Development Office supervising a team of planners, architects, and engineers. In 2018 he joined FEMA in PR as Community Planning Capacity Building Taskforce Lead where he led team of planners to support recovery process for 20 communities. He provided expertise in technical planning, such as zoning, land use, transportation, and comprehensive planning related to disaster recovery. Currently, his is working on the Program for the Island wide HMP development for the PR Planning Board. He is familiar with GIS and other technologies and software.

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Data Specialist Manager – Ben van Dorn: Mr. van Dorn graduated in 2014 with a B.S. in Political Science and completed his Master’s in 2019 as a Professional Accountant. He has **6 years’ experience** developing project-selection software, planned data architecture for corporate performance reporting, and planned data migrations between construction management systems. Mr. Van Dorn has worked with both state and federal organizations. His background includes programmatic support in the areas of policy planning, financial planning, data management, and general governmental accounting. With his unique political and financial background, Mr. Van Dorn has worked with executive leadership in state and federal governments to develop technologies that synergize and harmonize outputs from disparate workgroups. He is highly proficient on the design, development, implementation, revision, and presentation of process workflows and project dashboards as the ones shown in Section 5.2.12. He has performed as contributing author of publications such as NCHRP 19-12 – Data Driven Decision Making and Financial Performance Measures Sections, “Guide for Financial Planning and Management in Support of Transportation Asset Management,” May 10, 2018. He worked for the U.S. House of Representatives, Denver, CO (2014-2016); as Transportation Asset Management Performance and Finance Analyst from 2016 to 2017; Budget Control for the Colorado Department of Human Services from 2017 to 2018; and is currently working with Atkins Caribe as a Management Solutions Consultant.

5.2.11 Approach for Planning Program Management Services

At program initiation, Atkins Caribe will work closely with PRDOH staff and representatives to establish a clear program approach through kick-off meetings. Once the approach is established, Atkins Caribe will develop a program plan (and supporting compliance documents) to codify and track the approach. Our proposed approach draws from local and global experience but also from lessons learned while supporting other governmental agencies in similar projects such as the PRPB in development of 78 municipal hazard mitigation plans. From this experience, Atkins Caribe is confident we will meet PRDOH’s goals.

We also can provide alternative approaches to manage the Program efficiently:

- Establishing the process early - dedicating steps at the beginning of the project to confirm project standards and compliance.
- Developing a unified expectation of compliance and standards - using the development of guidance documents and the initial engagement of stakeholders to review compliance expectations to potentially eliminate future obstacles like confusion over public meeting law compliance or program requirements.

Exhibit 2. Qualifications of Other Key Personnel

<div>Planning Manager</div> <div>Zaimara Vera-Hernández, PPL</div>	<p>Professional planner since 2013. Worked with multidisciplinary groups where she has provided vision, leadership, and acumen coordinating programs and developing proposals and policies related to urban planning, economic growth, and social development. She is experienced with budget coordination, grant management, audits, and executive advisory. Knowledgeable of federal funding programs and requirements. Also worked with GIS & GPS and TrAMS (Award Management) and has performed peer reviews of planning documents. Acquainted with social research methods and techniques and qualitative and quantitative ethnographic techniques. Conducted and developed focus groups, interviews, surveys, needs assessment studies, and other statistical analysis.</p>
<div>Architecture & Engineer Manager</div> <div>José Juan Rodríguez Rosario, PE</div>	<p>Professional engineer who has performed numerous engineering assessments and is knowledgeable of scheduling, annual budget requests, preliminary drawings, and scope of work reviews; verification of construction packages and bid packages; cost estimates; and project inspections. As special inspector for the CDBG-DR-R3 program he is responsible for assessing special cases of noncompliance work and complaints as related to the program. During his work for IA-TAC Puerto Rico Inspection Services for FEMA he oversaw quality control and managed the construction process, including Request for Information, change orders, project documentation and scheduling compliance. Mr. Rodríguez Rosario is proficient managing project budgets and reporting monthly progress and status.</p>
<div>Economics Manager</div> <div>Rafael Martínez González (employee of subcontractor JRL Advisors)</div>	<p>Senior and financial professional with significant and proven experience in economics sector. Proficient in development of economic studies and statistical research and has assisted in planning, development, economic analysis, and financial modeling for multiple projects. Managed digital development and implementation of all statistical economic databases for analysis, including management of US economic data using economic and financial databases. Was responsible for supervision of governmental offices while working at the Puerto Rico Government Development Bank where he oversaw the analysis and macroeconomic studies, analysis and sectorial studies and analysis and financial studies. Recently, he has specialized in providing consulting services in the economic planning, environmental planning, and financial advisory.</p>
<div>GIS Coordinator</div> <div>Neiza Márquez</div>	<p>16 years' experience working in land surveying and mapping, engineering, reviewing and analyzing characteristics of land, topography, measurements, geo-references, construction, subdivision, planning, environmental regulations, administrative management and coordination, and project management. Among her professional experience she has been responsible for locating, collecting, delivering and processing data of various civil, construction and environmental projects. She has been actively focused assisting in the recovery effort after the Disaster Declaration following Hurricane Maria in Puerto Rico in the 2017 by collaborating with our interdisciplinary team providing strategic planning support to federal and local projects. She is proficient with the following software: Autodesk (AutoCAD, Civil 3D, AutoCAD Map) Carlson Software Civil Suite, Mr. CAD Software Developer, Bluebeam Software, ESRI GIS Software (ArcInfo, ArcView, ArcGIS, ArcSDE, ArcdObjects, ArcPad), Earth Resource Mapping (ECW Compressor), AllTopo Maps, Google (Earth, Docs, Maps, SketchUp)</p>

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- Identifying, collecting, and vetting of relevant island-wide data sets – by engaging federal, commonwealth, municipal, and institutional stakeholders early, we can identify and centralize data and resources that will be consistent across the plans. This creates efficiencies for the individual planning processes and establishes a consistent data quality.
- Coordinating and staggering plan development schedules – staggering plan development and delivery deadlines would keep resources from being overloaded.

Exhibit 3 is an overall program management activities schedule for the implementation of Planning Program Management Services during the 24-month period.

Although Atkins Caribe has presented the 24-month program on Exhibit 3, we have recommendations for PRDOH's consideration based on previous experiences and Lessons Learned while executing similar programs in Puerto Rico and the United States:

- The use of the entire 36-month period (2 contract years and 1 additional option year) for program execution should be considered. From our experience with the Puerto Rico Municipal Hazard Mitigation Plans and the development of municipal recovery plans in other states, program success often hinges on building in the time at the beginning of the process to develop and agree on a comprehensive program structure (including compliance, monitoring, and reporting standards). Additionally, pre-engaging and supporting Municipalities and program stakeholders reduces unexpected disruptions further along the program.
- Staggering or phasing the municipal planning process into multiple waves (of 6 months each) reduces the chances that available resources are overloaded and the ability to meet, plan, monitor, and maintain compliance are not strained. Staggering Municipality planning over a 23-month period in lieu of 18 months could improve the process and the deliverables.
- Reducing the Regional Recovery planning process from 12 months to 6 months and introducing regional workshops at the beginning of the planning process would be beneficial. By holding the initial training and orientation workshops within regional groups, we can introduce the concepts of regional recovery planning prior to the municipal efforts. This will allow Municipalities with similar conditions and challenges to have the regional plan in mind as they develop their MRPs and will expedite the regional planning process.

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ATTACHMENT 1B
SCOPE OF SERVICES-PLANNING PROGRAM MANAGEMENT SERVICES

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

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The Request for Proposal for Planning Services and Planning Program Management Services, CDBG-DR-RFP-2019-05, (RFP) is addressed to planning 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.

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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 Program Management Services Phases and Tasks

Planning Program Management Services will be required to support the PRDOH to implement planning activities at the Municipal Government that have applied to participate in the MRP Program and that have sign-off a Sub-Recipient Agreement with the PRDOH. The Planning Program Manager will help the accomplishment of individual and regional planning required to help Municipalities to establish their recovery plan and to participate in other CDBG-DR Programs. **Table 1** present a summary of management activities that every Level 1 Proposer must cover in their proposals.

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

Phase	Task
Planning Program Management Services: Phase 1	Initial Coordination with PRDOH
	Task 1.1: Municipal Staffing Coordination
	Task 1.2: Planning Activities Coordination
	Task 1.3: Municipal Planning Procurement Coordination

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Phase	Task
Planning Program Management Services: Phase 2	Task 2.1A: PRDOH Contractor Planning Activities Execution
	Task 2.1B: Municipality Contractor Planning Activities Execution
	Task 2.2: Planning Documentation Deliveries Review
Planning Program Management Services: Phase 3	Task 3.1: Invoicing Processing
	Task 3.2: Contract Management
Planning Program Management Services: Phase 4	Task 4.1: Monitoring
	Task 4.2: Compliance
Planning Program Management Services: Phase 5	Monthly Reporting

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The PRDOH has already launched the MRP Program with the announcement of a Notification of Funding Availability (**NOFA**) that all municipalities are required to apply. It is expected that seventy-eight (78) municipalities participate by executing a Sub-Recipient Agreement (**SRA**) with the PRDOH. Once contracted, the selected Planning Program Management Firm will support the PRDOH in the accomplishment of NOFAs and SRAs that may be pending to complete.

Planning Program Management 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 program management services required in this RFP. The PRDOH have initially identified key staff resources that each planning program management firm must provide following the organizational structure of resources as presented in **Figure 1**.

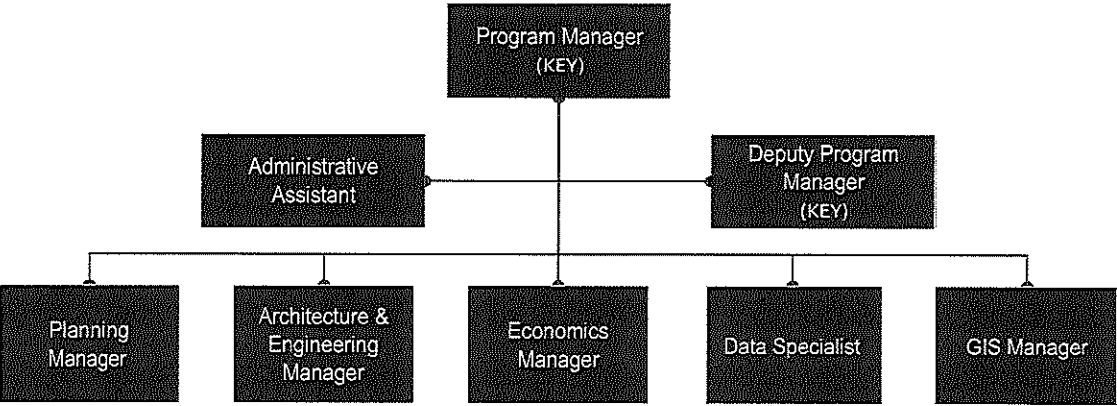


Figure 1. Planning Program Management Services Organizational Structure

The selected **Planning Program Management Services Firm's key staff** resources must be ready to begin working within **two (2) weeks** after the contemplated 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 municipalities with executed SRAs and with pending municipalities that have not completed their SRAs. The Planning Program Manager will perform all necessary coordination with Planning Consulting firm (s) performing planning services and Municipal contracted planning services. The specific group of municipalities assigned to each Planning Consulting firm(s), will be determined at the sole discretion of the PRDOH. Planning Program Management Firm may not charge additional costs due to the PRDOH assignment of municipalities or regions to Planning Firm(s).

Planning Program Manager shall have or will secure, at its own expense, all personnel required to perform the program management services.

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:

Program Manager	Qty: 1
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Roles and Responsibilities: The Program Manager position will be the main point of contact between the PRDOH's staff or representative, the Municipalities and other Planning Firms. Coordinate planning activities with PRDOH's staff or representative, Planning Vendors and Municipalities. Must be available on-call and assist program status and progress meetings. The Program Manager position responsibilities include: formulating, organizing, and monitoring the overall performance of the individual and regional plans. Coordinate and support the implementation of suitable planning strategies and objectives. Develop timelines and control deadlines, budgets, and activities of all individual and regional planning. Lead management of challenges, risks, changes, and resources. Assume responsibility for planning programs performance and planning staff. Assess planning program performance, prepare status report and aim to maximize it. Manage the process of peer-reviewing planning deliverables and report results to PRDOH's staff or representative. Coordinate the support for planning programs functionality and effectiveness. Have a complete understanding of all applicable Planning Program policies, requirements, and procedures and reviews all cases within the established guidelines. Possess knowledge of regulatory and statutory compliance requirements for CDBG disaster recovery and similar programs.

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 six (4-6) years of related management or supervision experience of similar Programs. Fluent in English and Spanish languages

Deputy Program Manager	Qty: 1
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Roles and Responsibilities: Support the Planning Program Management Services Team by overseeing peer review process of Planning Firms developing individual or regional plans. Must coordinate and collaborate all Planning Program Management Services activities and communicate effectively with PRDOH's staff or representative, other Planning Firms and Municipalities. Responsible for leading the technical staff of the Planning Program Management Services team. Must revise and provide feedback of public presentations materials and support public meetings, including those to municipal boards and commissions, concerned and engaged stakeholder groups, and Puerto Rican agencies and organizations.

Requirements: Must have a master's degree in Planning. Must be a Licensed Professional Planner in Puerto Rico (PPL). Must have at least ten (10) years of planning experience.

Planning Manager **Qty: 1**

Roles and Responsibilities: Support the Planning Program Management Services by performing peer review documents submitted by Planning Firms developing individual or regional plans. In charge of an assigned municipal group. Responsible for supporting technical staff of the Planning Program Management Services team. Must coordinate and collaborate with Program Manager and Deputy Program Manager by communicating effectively and frequently other Planning Firms. Must generate technical peer review reports resulting of reviewing deliverables submitted by Planning Firms.

Requirements: Must have a Master's degree in Planning. Must be a Licensed Professional Planner in Puerto Rico (PPL). Must have at least ten (5) years of planning experience.

Architecture and Engineering Manager **Qty: 1**

Roles and Responsibilities: Support the Planning Program Management Services Team under by leading peer review architectural and engineering related matters rendered by other Planning Firms 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. In charge of an assigned municipal group. Provides support for communication to all levels of management and staff for planning. Perform review, provide support and feedback of planning studies, presentations, cost estimates, schedules and other documentation related to individual or regional planning. Provides support of all technical aspects of planning requirements within architecture and engineering disciplines. Knowledgeable of applicable local and national codes. Performs evaluation and provide feedback 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 ten (10) years of related programs or projects experience.

Economics Manager **Qty: 1**

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Roles and Responsibilities: Provide support, coordination and guidance in the development of economic studies and statistical research. In charge of an assigned municipal group. Provide expert support in litigation or consulting cases. Performs evaluation and provide feedback of economic studies. Participate in the development of regional planning.

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 in similar programs.

Data Specialist Manager **Qty: 1**

Roles and Responsibilities: Reviews of digital information related to existing geographical data, 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 digital reports and dashboards. Responsible for the development and analysis of digital data projections, creating database query and analysis tools, capacity to communicate complex ideas in an easily interpreted fashion, strategic planning, development of digital survey tools. Additional responsibilities include the drafting automated digital reports, creation of digital report outlines, coordination of the data collected, translation, and presentation of deliverables. Must be highly proficient using technology applications for geographical databases, social, economic, financial, infrastructure. Must be highly proficient on the design, development, implementation, revision and presentation of process workflows.

Requirements: Must have a degree in Planning, Engineering, Architecture, Business Administration, Statistics or similar discipline. Must have at least five (5) years of experience. Must present certifications on technology tools and applications related to related to disaster recovery projects.

GIS Coordinator **Qty: 1**

Roles and Responsibilities: Review, design or develop of digital data and maps to support preparation of reports with geographic data and other digital sources. Support other Planning Firms GIS staff; supporting development and coordination of plans. Capable to support the performance of individual research, development of plans and research in areas with complex planning. 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 expert, function, type of facility or equipment, or product). Can be a subcontractor of the Proposer.

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. Must have formal education on management Geographical Information Systems and the associated most current technology applications. Must perform spatial data analyses and evaluations through the use of the most current industry standard applications.

Planning Program Management Services and Tasks

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The Selected Proposer will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned for the requested services. Program Management Firm will perform the required services under sequential phases and tasks, working closely with the PRDOH and participating municipalities assuring the successful development and progress of individual and regional plans.

Planning Program Management Services must include at least the following responsibilities:

- Management of all planning activities performed by all planning staff that will participate in the MRP Program.
- Management, training and support staff of all Municipalities participating in the MRP Program.
- Perform technical review and feedback of all individual or regional planning deliverables related to the MRP Program. Determine if deliverables are in compliance with Planning Consulting firm (s) contracts and CDBG-DR requirements and report the PRDOH with results.
- Provide management services in the development, implementation and tracking of work plans, schedules, deliverables, budget and procurement related to MRP Program.
- Provide management services in the operation and logistical support to implement planning activities and programs.
- Provide management services to implement efficiently and cost-effectively the monitoring and compliance of the MRP Program.
- Provide support to planning, design, development, and implementation of information technology, record keeping, and data tools and solutions to manage, track, and report on the progress and delivery for the MRP Program.
- Provide support and coordinate necessary technical training to Municipal staff.
- Coordinate meetings, conference calls or any other activity required by PRDOH's staff or representative to manage MRP Program.
- Participate in required training sessions provided by PRDOH's staff or representative or provided by a regulatory agency.
- Provide support to all municipalities participating in the MRP Program to identify which project(s), contained in an individual or regional plan, shall be considered in other PRDOH's CDBG-DR Programs.
- Collaborate, coordinate and provide support to PRDOH's staff or representative with other recovery initiatives or efforts as needed. For example, this may include coordination with other CDBG-DR Programs or with the Federal Emergency Management Agency (FEMA) Programs such as: Hazard Mitigation Grant Program, Public Assistance, and others as identified.

The Proposer may be required to coordinate with other Planning Firms that will be providing planning services or other related services regarding the CDBG-DR Program. Planning services are described as follows:

Phase 1: Municipality Initial Coordination

During this phase, the Planning Program Manager will coordinate with PRDOH's staff or representative to have access to all documentation submitted by each Municipality that have completed the NOFA application process and have an executed SRA with the PRDOH. For a

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Municipality to formalize an SRA with the PRDOH, the Municipality must have provided all mandatory information and documentation required by the MRP's NOFA.

Task 1.1: Municipal Staffing Coordination

Subtask 1: Evaluate all documentation (mandatory and non-mandatory) submitted by each Municipality for the NOFA application process. Revise SRA between municipality and the PRDOH to identify responsibilities. PRDOH may require from the Planning Program Manager to support a municipality in the accomplishment of the NOFA and execution of the SRA between the municipality and the PRDOH.

Subtask 2: Identify staffing need for each Municipality. This may require meetings and communications with each Municipality. All coordination and communications must be informed to PRDOH's staff or representative.

Subtask 3: Support the development of Municipal staffing plans for MRP Program implementation. This must include a resource list with roles and responsibilities, organization chart and budget.

Subtask 4: Support the identification and contracting of services to be procured by Municipality.

Subtask 5: Present each Municipality's staffing report, documenting needs and staffing plan, to PRDOH's staff or representative. Modify staffing report as needed for PRDOH's approval.

Subtask 6: Coordinate with the PRDOH and each Municipality the implementation of staffing plan.

Task 1.2: Planning Activities Coordination

Subtask 1: Coordinate the commencement of planning activities for those Municipalities that have an MRP's SRA with the PRDOH. As part of this activity, define regions of Municipalities that be ready to commence planning activities.

Subtask 2: Coordinate and organize in groups, with the PRDOH, each Municipality according to the options they selected to perform their individual planning from those presented in this RFP (see section: Performing Individual Municipal Planning).

Subtask 3: For Municipalities that will use PRDOH's Planning Firm(s) (contracted as a result through this RFP), coordinate with PRDOH the formal assignment of a Planning Firm to each Municipality with MRP's SRA.

Subtask 4: Prepare and coordinate individual timelines for each Municipality based on date of their selection for individual planning. With all timelines, create a master schedule with specific delivery milestones and present to PRDOH's staff or representative. Once the PRDOH agree, this will be the master schedule to follow-up on. This master schedule must be available for the PRDOH, via webservice or website dashboard daily updated.

Subtask 5: Prepare and coordinate a communications plan to manage all necessary communications between Municipality-Planning Firm teams and the PRDOH.

Task 1.3: Municipal Planning Procurement Coordination

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Subtask 1: For each Municipality with SRA that decide to perform their own procurement process for MRP's Program Planning Services, coordinate with PRDOH and Municipality the formal procurement process following PRDOH's CDBG-DR procurement requirements. Planning Program Management must clearly understand and become proficient in the implementation of PRDOH's procurement regulation for CDBG-DR Programs.

Subtask 2: Coordinate necessary meetings and training sessions with PRDOH to provide technical assistance and guidance to Municipalities for their compliance with all PRDOH's procurement process requirements.

Subtask 3: Develop a procurement process timeline for each Municipality procurement process establishing deadlines to the Municipality. Present all procurement timelines to PRDOH for their revision and approval. This schedule must be available for the PRDOH, via webservice or website dashboard daily updated.

Phase 2: Individual Planning Management

The following tasks and subtasks describe requirements for management services related to individual plans for MRP Program.

Task 2.1: Planning Activities Execution

Subtask 1: Coordinate kick-off meeting with PRDOH, Municipalities and Planning Services Firms (contracted by PRDOH or Municipalities) to overview the timeline of individual planning activities and provide all necessary instructions to each team consisting of Municipality and Planning Firm (contracted by PRDOH or Municipality) or Planning Team. It is expected that each Planning Firm will be providing individual planning services to multiple Municipalities. The selected Planning Program Management Firm must coordinate additional kick-off meetings with municipalities that are integrated to MRP Program during the life of the program.

Subtask 2: Provide follow-up to every Planning Team for accomplishment of milestones for deliveries.

Subtask 3: Implement a communications plan to support the individual planning.

Subtask 4: Provide to the PRDOH's staff or representative all necessary reports to inform progress of all planning activities.

Subtask 5: Utilize PRDOH's system of record platform, access to be provided by the PRDOH, to maintain daily updates of all required information.

Subtask 6: Provide daily management of all Municipalities planning activities.

Subtask 7: Provide immediate notification to PRDOH's staff or representative about any situation that may affect the accomplishment of any planning service to be provided through this RFP.

Task 2.2: Planning Documentation Deliveries Review

Subtask 1: Coordinate with every Planning Team the successful accomplishment of delivery of planning deliverables.

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Subtask 2: Manage effectively any situation that may delay any delivery and, if necessary, establish a timeline recovery plan of any delay to maintain the final delivery date unchanged.

Subtask 3: Perform a peer-review of each delivery regarding the all MRP Program Planning Services.

Subtask 4: Prepare a report of findings and submit to Planning Firm for their revision, correction and resubmission. Provide to the PRDOH and the Municipality a recommendation for approval when the Planning Team has successfully accomplished the delivery.

Subtask 5: Manage any disagreement with Planning Firm and, when necessary, involve PRDOH's staff or representative to address final implementation of revisions and resubmission.

Subtask 6: Follow-up and manage deliveries and timelines to assure compliance with milestones and deadlines.

Phase 3: Invoice and Contract Management

The following tasks and subtasks describe requirements for Invoice and Contract management services.

Task 3.1: Invoicing Processing

Subtask 1: Review all invoicing to PRDOH related to MRP Program planning services assuring the delivery was completed in accordance with contracting requirements. If the review is positive, provide written recommendation to PRDOH to generate a payment.

Task 3.2: Contract Management

Subtask 1: For tasks with an allowance budget, manage requisitions of work that must be authorized by PRDOH before execution. Verify task orders requests to assure the resources, hours, scope and cost are necessary, allowable, reasonable and allocable. If the verification is positive, provide written recommendation to PRDOH to generate a written authorization to the Planning Firm.

Phase 4: Monitoring and Compliance

The following tasks and subtasks describe requirements for Monitoring and Compliance management services.

Task 4.1: Monitoring

Subtask 1: Coordinate with PRDOH all necessary monitoring processes of all planning services within the MRP Program.

Subtask 2: Coordinate and Schedule monitoring visits to Municipalities to overview utilization of Municipal staff dedicated to MRP Program planning activities.

Subtask 3: Prepare a monthly monitoring report providing information regarding all Municipalities and Planning Firms performing planning activities.

Subtask 4: Utilize PRDOH's system of record to follow-up progress on monitoring results and feedback.

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Monitoring Report Deliverable: 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: Compliance

Subtask 1: Develop a Compliance Plan to address all tasks included in this RFP and how these will comply with PRDOH's CDBG-DR Program goals, including applicable statutory and regulatory requirements.

Subtask 2: Implement processes to track and maintain timelines and schedules coordinated with PRDOH.

Subtask 3: Implement and maintain all program documentation as required by PRDOH's applicable CDBG-DR guidelines and policies.

Subtask 4: Utilize PRDOH's system of record to follow-up progress on compliance results and feedback.

Compliance 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 5: Reporting

The following tasks and subtasks describe requirements for Phase 4 services. These tasks will be reimbursed by a lump sum amount after delivery is accomplished.

Task 5.1: Monthly Report

Subtask 1: Prepare monthly reports to inform progress and status of deliveries and milestones, monitoring and compliance results for each phase and task performed for each Municipal planning. The outline template and formatting of monthly reports will be established by the PRDOH after this RFP is awarded.

Monthly Report Deliverable: 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 5.2: Final Report

Subtask 1: Develop and submit a public-facing final report for all work performed per Municipality. Must include details of the planning process work, as well as the development of recommendations stemming from this process. The final report will discuss the specific Municipality but will also provide a road map for similar work that could be undertaken in similar Municipality facing comparable threats. Final Report should be submitted in both Spanish and English language versions. The outline template and formatting of the final report will be established by the PRDOH after RFP is awarded.

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Final Report Deliverable: 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.

Planning Program Management Services and Tasks

The selected Planning Program Management Firm must deliver all documentation to PRDOH's staff or representative during the development of Municipal plans. All deliveries must include backup evidence of work completed and related to Planning Program Management tasks described in this RFP. PRDOH's staff or its representative will coordinate the schedule of deliveries according to the tasks described in this RFP.

Table 2 Planning Program Manager Deliveries Deadlines

PHASE	TASK	DESCRIPTION	Deadline
PHASE 1	Task 1.1: Municipal Staffing Coordination	Updated Municipal staffing plan for each Municipality participating in MRP Program with signed SRA. Include resource list, roles and responsibilities, organization chart and budget. This may include identification of contract services to be procured by Municipality.	Every delivery updated in monthly report.
	Task 1.2: Planning Activities Coordination	Updated master schedule including individual planning and Communications Plan for each Municipality participating in MRP Program with signed SRA.	
	Task 1.3: Municipal Planning Procurement Coordination	Updated schedule of technical assistance training sessions for Municipalities participating in MRP Program with signed SRA. Schedule of procurement process for each Municipality implementing procurement activities.	
PHASE 2	Task 2.1: Planning Activities Execution	Updated schedule of all planning deliveries per Municipality including assigned or contracted Planning Firm.	Every delivery updated in monthly report.
	Task 2.2: Planning Documentation Deliveries Review	Updated report of deliveries reviewed including status of deliveries, risks and conflicts resolved.	
PHASE 3	Task 3.1: Invoicing Processing	Updated invoicing status report.	Every delivery updated in monthly report.
	Task 3.2: Contract Management	Updated contract status report.	
PHASE 4	Task 4.1: Monitoring	Updated monitoring report providing information regarding all Municipalities and Planning Firms performing planning activities.	Every delivery updated in monthly report.
	Task 4.1: Compliance	Initial compliance plan and monthly compliance report.	Every delivery updated in monthly report.
PHASE 5	Task 5.1: Monthly Report	Monthly progress and status of deliveries and milestones, monitoring and compliance results of all previous tasks.	Every delivery updated in monthly report.

PHASE	TASK	DESCRIPTION	Deadline
	Task 5.2: Final Report	Final public-facing report for all work performed per each Municipality.	One final report per Municipality after completing all planning tasks and delivery of final Municipal Recovery Plan.

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Municipal Planning Services Timeline

Every municipal planning process must be completed with in accordance with the timeline presented in **Figure 2**. The selected Planning Program Management Firm must assure the implementation of municipal schedules aligned with this timeline durations.

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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

END OF SCOPE OF SERVICES FOR PLANNING PROGRAM MANAGEMENT SERVICES



GOVERNMENT OF PUERTO RICO
Department of Housing

October 14, 2020

Luz M. Acevedo-Pellot, PE
President, Bid Board


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

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Re: Memorandum of Recommendation to the Bid Board
Planning Services and Program Management Services under CDBG-DR
Request for Proposals No. CDBG-DR-RFP-2019-05

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On November 16, 2018, 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. Level 1 Planning Firms would be those high-profile companies with vast experience and capabilities to develop and plan comprehensive projects at any given time and within a large area. Level 1 Planning Firms will be assigned by municipalities, regions (groups of municipalities) or specific CDBG-DR project program, at the PRDOH's discretion. Level 2 Planning Firms will be those with moderate experience capabilities capable to perform moderate quantities of work at any given time and within contingent groups of municipalities.

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. **(Exhibit I)**

On January 21, 2020, 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 during the term of two years with the option to extend the contract term for one year.

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. Planning services consisted in the following six phase's to complete a single Municipal Recovery Plan: (i) Analysis of Existing Conditions; (ii) Data Analysis; (ii) Public Engagement; (iv) Plan Development; (v) Reporting & Compliance; and (vi) Coordination. Other specialized services and regional planning services

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



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may be provided through an allowance, with previous authorization from the PRDOH. Based on the analysis to estimate the cost for Planning Services, the PRDOH considered the level of effort required while managing 78 municipalities of different geographic land, water covered area, municipal population and damages to real property that resulted from the impact of Hurricanes Irma and Maria, among other criteria. The 78 municipalities were divided into five groups of municipalities depending on the aforementioned criteria, which were also applied for the MRP Program allocation of funds, as published in the Notice of Funds Availability (NOFA) for the MRP Program. Based on the Independent Cost Estimate (ICE) dated November 19, 2020, the cost to complete a single Municipal Recovery Plan for each group of municipalities were estimated in the amount of \$13,090,714.90. A summary of the ICE for Planning Services is presented in **Table 1:**

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Group	Cost of Services per Municipality	Number of Municipalities in Group	Total Cost per Group
1	\$124,755.37	15	\$1,871,330.55
2	\$139,714.69	15	\$2,095,720.35
3	\$155,869.07	16	\$2,493,905.12
4	\$171,870.88	16	\$2,749,934.08
5	\$242,489.05	16	\$3,879,824.80
Total Estimated Cost for Planning Services			\$13,090,714.90

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. Task for Planning Program Management Services included: (i) municipal coordination; (ii) municipality planning activities execution; (iii) invoicing, monitoring and compliance. The PRDOH considered the following staff for the services: (i) Program Manager; (ii) Deputy Program Manager; (iii) Planning Manager; (iv) Architecture and Engineering Manager; (v) Economics Manager; (vi) Data Specialist Manager; (vii) GIS Manager; and (viii) Administrative Assistant. The cost for Planning Program Management Services were estimated based on the number of hours per resource required to manage Planning Program Management Services for the MRP Program. It was considered that the required hours for each resource shall be 192 hours per month, except for the Economics Manager resource that was estimated on 96 hours per month. Based on the ICE, the cost for Planning Program Management Services for a two year contract were estimated in the amount of \$3,959,792.64.

A summary of the ICE for Planning Program Management Services is presented in **Table 2:**

Resource Position	Hourly Rate	Full Time Equivalent Resources (FTE)	Monthly Hours	Monthly Cost	Number of Months	Total Hours	Cost per Resource
Program Manager	\$185.63	1	192	\$35,640.96	24	4,068	\$855,383.04
Deputy Program Manager	\$137.60	1	192	\$26,419.20	24	4,068	\$634,060.80
Planning Manager	\$114.23	1	192	\$21,932.16	24	4,068	\$526,371.84

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Resource Position	Hourly Rate	Full Time Equivalent Resources (FTE)	Monthly Hours	Monthly Cost	Number of Months	Total Hours	Cost per Resource
Architecture and Engineering Manager	\$114.23	1	192	\$21,932.16	24	4,068	\$526,371.84
Economics Manager	\$173.94	0.5	192	\$16,698.24	24	2,304	\$400,757.76
Data Architect	\$92.16	1	192	\$17,694.72	24	4,068	\$424,673.28
GIS Manager	\$70.10	1	192	\$13,459.20	24	4,068	\$323,020.80
Administrative Assistant	\$58.41	1	192	\$11,214.72	24	4,068	\$269,153.28

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Monthly Totals 1,536 \$164,991.36

Total Cost for 24 months \$3,959,792.64

The RFP set the submission date and time for February 25, 2020 at 3:00 p.m. for all Proposers to submit their Proposals. The Procurement Division received four Proposals within the Proposals due date and time¹. **Table 3** illustrates the order, date, and time that each Proposal was received by PRDOH.

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 whose members, Fernando Santiago Vélez, Dariane M. Carmenaty Rivera, Iván Palacios O'Neill and Jeancarlos Laracuente Rodríguez (alternate), were appointed by virtue of Administrative Order No. 20-04 dated January 21, 2020. On July 24, 2020, the Evaluation Committee subscribed the Proposals Evaluation Committee Report. (**Exhibit II**)

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

¹ In the RFQ No. CDBG-DR-RFQ-2018-02 solicitation process Battelle Memorial Institute was also qualified for the RFP. However, on February 4, 2020 the Procurement Division received an email from Battelle Contract Manager, Aaron J. MacDiarmid, stating that the company decided not to bid on the RFP.

work approach requirements². All Proposers (Level 1 and Level 2 Planning Firms), were to submit a work approach for Planning Services. Level 1 Planning Firms were required to submit a work approach for Planning Program Management Services. 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 Firms that achieved a score greater than or equal to 40 points were also evaluated in their Cost Proposals for Planning Program Management services. Afterwards, 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.

Table 4 and 5 summarizes the maximum points that may be awarded to Proposals based on the RFP.

Table 4: Proposal Scoring Summary for Planning Services

Criteria	Maximum Points
Mandatory Requirements (Section 5.1)	Pass/Fail
Work Approach (Section 5.2)	40 Points
Cost Proposals (Section 6)	60 Points
Total Proposal Score	100 Points

Table 5: Proposal Scoring Summary for Planning Program Management Services

Criteria	Maximum Points
Mandatory Requirements (Section 5.1)	Pass/Fail
Work Approach (Section 5.2)	55 Points
Cost Proposals (Section 6)	45 Points
Total Proposal Score	100 Points

A summary of the evaluation of the Proposals for Planning Services, including results for mandatory requirements evaluation, work approach and the total Proposal score is included in **Table 6**.

Table 6: 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 ³	0.0

² Based on Section 5.1.5 qualifications were evaluated, and prospective Proposed shortlisted in the prior RFQ.

³ 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

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 ⁴	90.3

Table 7 includes a summary of the evaluation of the Proposals for Planning Program Management Services, including results for mandatory requirements evaluation, work approach and the total Proposal score.

Table 7: 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 ⁵	45.0	95.7
Guidehouse, LLP	PASS	50.3	YES	\$8,951,040 ⁶	44.1	94.4

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Section 7.6 of the RFP stated the following:

After the evaluation of all Proposals for Planning and Planning Program Management Services, the PRDOH will select first the successful Proposer for Planning Program Management Services from those (1) considered responsive (2) that obtain the Best Value for Planning Program Management Services and (3) represent the best interest of the MRP Program implementation. To be considered responsive for the Planning Program Management Services, the Proposer was qualified as a Level 1 Planning Firm in the RFQ No. CDBG-DR-RFQ-2018-02, submitted Proposals for all services required in this RFP

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.

⁴ 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.

⁵ 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.

⁶ 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.

(Planning Services and Planning Program Management Services), and obtain the minimum score required in Section 7.2⁷. All other responsive, but not selected Level 1 Proposers will be considered to provide Planning Services.

Following the selection of the Proposer for Planning Program Management Services, the PRDOH, based on the overall Proposals received and their evaluation results, shall determine the number of successful Proposers for Planning Services that represent the best interest of the MRP Program implementation. Successful Proposers will be selected 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.

[...] The PRDOH aims to contract, at its discretion and in the best interest of the overall program implementation, one (1) to four (4) Planning Firms to provide Planning Services and only one (1) Planning Firm to provide Planning Program Management Services.

Based on the Evaluation Committee evaluation⁸, it was concluded that Atkins Caribe LLP; and Guidehouse LLP, were considered qualified to provide Planning Program Management Services. In terms of the total Proposal score, the Evaluation Committee determined that the Proposer whose Proposal is the Best Value and most advantageous conforming to this RFP as stated in Section 7.4 and 7.6 of the RFP, was **Atkins Caribe, LLP** with a total Proposal score of 95.7.

As illustrated in Table 6 the Evaluation Committee concluded that (i) DJC Consulting Inc.; (ii) CMA Architect and Engineers LLC; (iii) Atkins Caribe LLP; and (iv) Guidehouse LLP were considered qualified to provide Planning Services. As stated in Section 7.6 of the RFP, [...] all other responsive, but not selected Level 1 Planning Firms will be considered to provide Planning Services. Following the selection of the Proposer for Planning Program Management Services, the PRDOH, based on the overall Proposals received and their evaluation results, shall determine the number of successful Proposers for Planning Services that represent the best interest of the MRP Program implementation. Successful Proposers will be selected 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. Having completed the evaluation of the Proposals for Planning Services, the Evaluation Committee determined that the Proposer, whose Proposal is the Best Value and the most advantageous, conforming to this RFP as stated in section 7.6, is **CMA Architects & Engineers, LLC** with a total score of 90.3 points for the Planning Services. The Committee also recommend for the Planning Services the Proposer **Guidehouse, LLP** with a total score of 87.3 points for these services.

The Evaluation Committee recommended discussion and negotiations with the intent of allowing the Proposers to revise their Cost Proposals. On July 31, 2020, the Procurement Division requested authorization to negotiate with qualified Proposers under this RFP. On August 4, 2020, the Secretary, Luis C. Fernández Trinchet, Esq. CFA authorized the Procurement Division to negotiate in accordance with the Procurement Manual and Contractual Requirements for CDBG-DR. The authorization stated that all Proposers must be warned that the negotiation process will not

⁷ Section 7.2 of the RFP established that the Evaluation Committee will evaluate the Cost Proposals submitted by the Proposers who obtain a score greater than or equal to 25 points in their work approach for the Planning Services. Level 1 Planning Firms must obtain a score greater than or equal to 40 points in their work approach for the Planning Program Management Services in order to the Evaluation Committee evaluate the Cost Proposals for such services.

⁸ Refer to Table 7.

be binding until the award determination of the Bid Board, and that it will be subject to his approval as Contracting Officer. **(Exhibit III)**

On August 7, 2020, the Procurement Division held a meeting⁹ with the Proposers to clarify the following:

- For each Group Type, the activities considered to develop a Single Municipal Recovery Plan. Including the involvement of resources for each activity.
- For each Group Type, the methodology to determine the maximum amount of hours per each resource considered to develop a Single Municipal Recovery Plan.
- How environmental related considerations in the Scope of Work will be included in a Single Municipal Recovery Plan for each Group Type.

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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. **(Exhibit IV)**

Conclusions after meetings conducted on August 7, 2020 as provided by the MRP Program Area Refer to Exhibit V,¹⁰

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- 1) With regards to Atkins Caribe LLP, the MRP Program Area concluded that during their presentation they demonstrated an overall understanding of the requirements for the development of a Single Municipal Recovery Plan. As stated by the MRP Program Area, the following assumptions were in line with the RFP requirements and questions submitted to them during the negotiation process:
 - Description regarding the complexity of each of the phases provided in the RFP Scope of Services.
 - The level of engagement required depending on the size, capabilities, and demographics of each municipality and group classification; the involvement of staff planners, lead planners and GIS data analyst during planning activities; they looked at the different groupings and understood that the level of effort would be increasing or decreasing according to the activities required for each one of the plans based on the different factors for each of the grouping.
 - The average distribution of hours per each of the required resources.
 - The activities and resources per Plan per Group type, as well as the factors considered for the level of effort; group types average distribution of hours amongst resources.
 - Environmental considerations are crucial to the project and that those considerations will vary by municipality; and the importance of environmental considerations within the planning efforts for the MRP Program.
 - 2) Pursuant to the MRP Program Area conclusions towards Guidehouse LLP presentation, they indicated that the Proposer understands the overall requirements per the information requested, with regards to the development of a Single Municipal Recovery Plan. As stated by the MRP Program Area, the following assumptions were in line with the RFP requirements and questions submitted to them during the negotiation process:

⁹ Meeting were conducted and recorded through Microsoft TEAMS platform.

¹⁰ Memorandum dated August 26, 2020, signed by Mr. Carlos R Olmedo, Esq. Re: Supplementary Documentation with regards to the Clarification of the MRP Procurement of Tier 1 and Tier 2 Planning Vendors Negotiation Presentation Conclusions for all four Proposers.

- The analysis regarding the complexity of each of the phases provided in the RFP Scope of Services.
- The differences in level of effort required per the Municipal Groups described in the MRP RFP. Group 1 being the Municipalities with the least effort required and Group 5 requiring the most effort.
- Explanation of having a front load approach to planning, where most of the effort and work will be provided up front in order to provide entities such as municipalities with holistic recovery plans that will help them in the future with projects related to infrastructure and recovery.
- Understanding of timelines, reviews and deadlines related to the Federal Government and HUD.
- That environmental considerations are crucial to the project and that those considerations will vary by municipality.

3) Regarding CMA Architects & Engineers, LLC, pursuant to the conclusion provided by the MRP Program Area, they also demonstrated an overall understanding of the program and fulfilled the expectations with regards to the requested information during the negotiation process. The following assumptions were considered to be in line as well by the MRP Program Area:

- Analysis regarding the complexity of each of the phases provided in the RFP Scope of Services.
- Explanation of how their staff will work with each of the planning phases, highlighting the importance of both citizen participation and working jointly with the Municipalities.
- Factors that affect climate change and a sustainability approach should be taken into consideration when developing the risks and hazards portion of the recovery plan.

According to the MRP Program Area, CMA Architects & Engineers, LLC, also made the following recommendations and suggestions for the MRP Program that can be also considered in line with the MRP program:

- Presented several proposals to update the order and the timelines in which the planning phases are organized, emphasizing that outreach and citizen participation should require more time and effort.
- Suggested that the MRP Program should develop a central data base for all the information gathered throughout the planning process. This data base can be shared across different municipalities and with the public. Demonstrating an understanding of the requirements of the MRP Program.

4) With regards to DJC Consulting, the MRP Program Area concluded that the following assumptions and considerations were in-line with the requirements and questions provided to them within the negotiation process related to the following:

- Factors considered towards working with the MRP Recovery Plan.
- The dis-advantages of developing Recovery Plans three years after the Natural Disaster.
- Explanation of the importance of gathering existing information and identifying key stakeholders.

However, the MRP Program Area concluded that DJC Consulting, Inc. provided a limited description into how the hours and the level of effort for their staff with regards to

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developing a Single Municipal Recovery Plan was determined. In addition to the limited description of the staff positions and their involvement in each of the activities required to develop a Single Municipal Plan. The MRP Program Area also determined that DJC Consulting, Inc. incorrectly described that the MRP Program Recovery Plan is not a community plan nor a long-term plan; and that the Recovery Plan will just focus on how municipalities will have the capability to respond effectively to future natural disasters. 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.

According to the MRP Program Area, given the results of the presentation provided by DJC Consulting, Inc., they concluded that there were deficiencies in their presentation with regards to the requested information for the negotiation process.

On August 11, 2020, the Procurement Division requested Atkins Caribe, LLP and Guidehouse, LLP to revise their Cost Proposal for Planning Services and Planning Program Management Services due to their Cost Proposal being considered to be too high. **(Exhibit VI)** CMA Architects & Engineers, LLC and DJC Consulting, Inc. were also requested to revise their Cost Proposals for Planning Services. **(Exhibit VII)** Letter to CMA Architects & Engineers, LLC also provided for the Proposer to consider the following with their revised Cost Proposal:

- During the clarifications meeting the Proposer indicated that the rates included as part of the Cost Proposal for the Planning Services consider costs for Subject Matter Experts (SMEs). PRDOH clarified that SMEs costs are considered under the allowance for specialized services. Therefore, the rates for Planning Services should not consider costs for SMEs.
- The Proposer also mentioned that their resources are capable to address environmental considerations under the Scope of Services. We hereby request the Proposer to confirm the aforementioned statement.

Regarding letter to DJC Consulting Inc., the Procurement Division asked the following:

- During the clarifications meeting the Proposer indicated that Staff Planner will carry out the services required for the GIS/Data Analyst. We hereby request the Proposer to confirm the aforementioned statement and that the Staff Planner rate consider the cost for the GIS/Data Analyst services.
- Confirm if environmental related considerations in the Scope of Work are included in the proposed rates.

After the request for BAFO, CMA Architects & Engineers, LLC submitted the following questions and answers were provided to all Proposers via email sent on August 13, 2020:

1. Can we include the hours for the GIS Analyst in the cost Proposal? Or this would be considered a Specialized Planning Services?

PRDOH Response:

No. The hours for the GIS Analyst should have been included in the original Cost Proposal as requested in the RFP. It cannot be included as new costs in your BAFO.

Therefore, the cost of specialized services to conduct extraordinary efforts shall not be included in the Cost Proposal as part of your BAFO.

2. Our in house staff can provide many of the specialized planning services. However, the RFP indicates that when these services are needed three economic Proposals from subcontractors should be submitted. Could our staff provide these specialized planning services? These services are an integral part of our internal processes to deliver the requested services. For example, GIS and Mapping Capacity, Performing Public outreach, Economic Development and Feasibility Studies, among other.

PRDOH Response:

Specialized Planning Services could be proposed along with the three economic Proposals from qualified Subcontractors with experience performing the required specialized service(s), to perform the required scope of the services.

3. What are the expectations for the Coordination Services? (Phase 6, in the cost table)

PRDOH Response

The Proposer must refer to Attachment 1A of the RFP that provides for coordination related activities and that should have considered in your original Cost Proposal.

On August 14, 2020, Atkins Caribe, LLP and Guidehouse, LLP, submitted their revised Cost Proposal for Planning Services and Planning Program Management Services. **(Exhibit VIII)** CMA Architects & Engineers, LLC and DJC Consulting, Inc. also submitted their revised Cost Proposals for Planning Services. **(Exhibit IX)**

After review of the revised Cost Proposals, the Procurement Division observed mathematical inconsistencies in Cost Form K-A for Planning Services. Therefore, in order to ensure the Proposers were properly evaluated, it was requested by email sent on August 17, 2020, to Atkins Caribe, LLP, Guidehouse LLP and CMA Architects & Engineers, LLC to review this form and resubmit on or before August 18, 2020. The Procurement Division also instructed the Proposers to complete the Cost Form K-A for Planning Services, without considering the rates and hours for the Environmental Scientist position¹¹. Guidehouse, LLP, were also required to review their Cost Form K-B for Planning Program Management Services. Revised Cost Proposals were received as requested on August 18, 2020. **(Exhibit XI)**

¹¹ As per memorandum signed by PRDOH Deputy Director of Planning, Mr. Carlos R. Olmedo, dated August 21, 2020, for MRP program, no specific environmental studies will be conducted for proposed projects or existing risks. This type of study will be part of the planning process of the implementation stage (such as pre construction stage). Therefore, for Tiers 2 vendors, the recruitment of an environmental specialist is not necessary. The environmental analysis can be carried out by Planners, Architects, or Engineers, who possess the education and experience in environmental matters, and whose areas of specialty include environmental studies. **(Exhibit X)**

Negotiation Process Results Planning Program Management Services and determination of cost reasonableness

Table 8 summarizes Atkins Caribe, LLP and Guidehouse, LLP evaluation results after revised Cost Proposals for Planning Program Management Services:

Table 8: 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 ¹²	45	95.7
Guidehouse, LLP	PASS	50.3	YES	\$5,644,800 ¹³	42.21	92.51

Pursuant to Section 7.6, the PRDOH will select first the successful Proposer for Planning Program Management Services from those (1) considered responsive (2) obtains the Best Value for Planning Program Management Services, after combination of technical and economic aspects of the Proposal; and (3) represents the best interest of the MRP Program implementation. 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. CDBG-DR Program requirements involves the evaluation and determination of the reasonableness of the price to guarantee that the award will only be issued at a reasonable cost to the PRDOH. In competitive procurements, competition is usually adequate to allow for a cost reasonableness determination, assuming a sufficient number of competitive offers are received to constitute competitive pricing from the marketplace. In order to determine the reasonableness of the price requested, the Procurement Division compared revised rates per hour received from Atkins Caribe, LLP and Guidehouse, LLP to one another and to the ICE. From the evaluation of the revised rates, the Procurement Division concluded that the PRDOH estimated the rates for Planning Program Management services lower than the actual market prices. In addition, after review of the revised prices received, the rates per hour submitted by **Atkins Caribe, LLP** are considered reasonable for the **Planning Program Management Services**. **Table 9** includes a comparison of proposed rates per hour received in response to the revised cost Proposal request for Planning Program Management Services.

Table 9: Comparison of the Revised Cost Proposal Rates per Hour for Planning Program Management Services

Resource	ICE	Atkins Caribe, LLP	Guidehouse, LLP	Difference Guidehouse vs Atkins	% Difference (Guidehouse vs Atkins)	%Difference (ICE vs Atkins)	%Difference (ICE vs GuideHouse)
Program Manager	\$185.63	\$199.00	\$260.00	\$61.00	31%	7%	40%

¹² 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.

¹³ 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.

Resource	ICE	Atkins Caribe, LLP	Guidehouse, LLP	Difference Guidehouse vs Atkins	% Difference (Guidehouse vs Atkins)	%Difference (ICE vs Atkins)	%Difference (ICE vs GuideHouse)
Deputy Manager	\$137.60	\$181.00	\$200.00	\$19.00	10%	32%	45%
Planning Manager	\$114.23	\$166.00	\$160.00	(\$6.00)	-4%	45%	40%
Architecture and Engineering Manager	\$114.23	\$152.00	\$160.00	\$8.00	5%	33%	40%
Economics Manager	\$173.94	\$190.00	\$170.00	(\$20.00)	-11%	9%	-2%
Data Architect	\$92.16	\$149.00	\$140.00	(\$9.00)	-6%	62%	52%
GIS Manager	\$70.10	\$145.00	\$160.00	\$15.00	10%	107%	128%
Administrative Assistant	\$58.41	\$62.00	\$60.00	(\$2.00)	-3%	6%	3%

In addition, the Procurement Division researched General Services Administration (GSA) Schedule Contracts and compare contract prices for Program Manager related experience and education. **Refer to Table 10 for a summary of the contracts.**

Table 10:

Entity	PRDOH (Proposers/Scope of Work)		Certifi, Inc.	Hoar Program Management
			Contract No. GS-00F-244DA	Contract No. 47QRAA19D003V
Position Name	Program Manager		Program Manager	Senior Program Manager
Rate Per Hour	Guidehouse	Atkins	\$201.00	\$171.23
	\$260.00	\$199.00		
Experience/	Experience: 10 years		Experience: 10 years	Experience: 10 years
Education	Education: Bachelor's degree Planning, Engineering, Architecture, Business Administration, or similar discipline.		Education: Bachelor's Degree	Education: Bachelor's Degree in building Science, Construction Management, Civil Engineering or related field.

After recommendation to award Planning Program Management Services to Atkins Caribe, LLP and according to Section 7.6 of the RFP, all other responsive, but not selected Level 1 Planning Firms are to be considered to provide Planning Services. The PRDOH, based on the overall Proposals received and their evaluation results, 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. **Table 11** 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 11: 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 ¹⁴	60	88
CMA Architects & Engineers, LLC	PASS	30.3	YES	\$1,827,109 ¹⁵	57.12	87.42

As illustrated in **Table 11**, after the corresponding negotiations by the Procurement Division, DJC Consulting, Inc. achieved the highest total Proposal score of 88 points. As mentioned, a determination of the reasonableness of the price must be 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. **Table 12** exemplifies the comparison of the maximum hours submitted by the three Proposers per group of municipalities for Planning Services compared to the hours estimated by PRDOH.

Table 12: Maximum Hours for Planning Services

Group of Municipalities	ICE	Guidehouse, LLP	DJC Consulting, Inc.	CMA Architects & Engineers, LLC
Group 1	890	2398	4225	2336
Group 2	1047	2618	4250	2624
Group 3	1217	2900	4155	2726
Group 4	1629	3672	4020	2823
Group 5	2907	7280	3910	7180

Difference G1 vs G5	2017	4882	-315	4844
%	226.61%	203.59%	-7.46%	207.36%

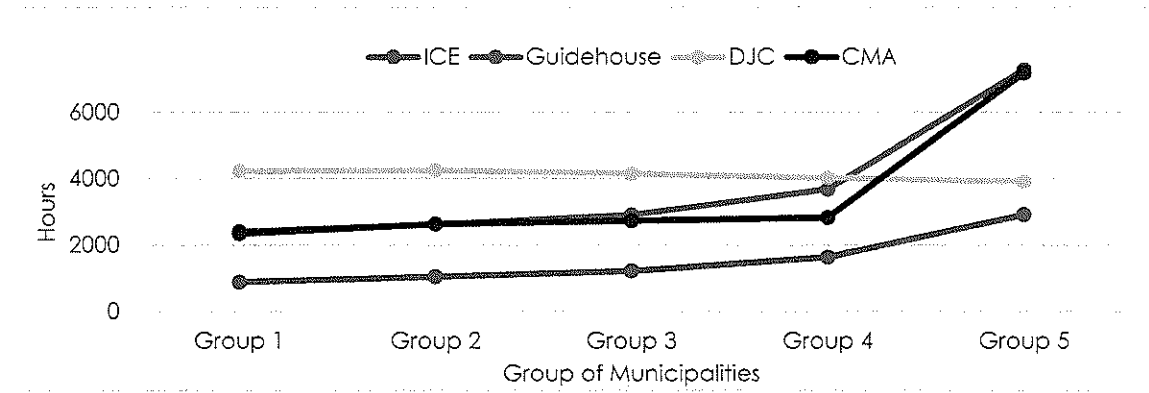
As shown in **Table12** the PRDOH and two of the three Proposers understand that the higher the group number of municipalities, the higher the required effort to complete the planning tasks. The PRDOH estimated the effort of Group 5 to be 226.61% greater than the effort for Group 1. Guidehouse, LLP. and CMA Architects and Engineers, LLC followed this trend, increasing the effort required between Group 1 and Group 5 up to 207.36%. Nonetheless, DJC Consulting, Inc. decreased the effort required by 7.46% between these groups. The RFP required the Proposers to submit Cost Proposals for each group of municipalities. Each group of municipalities were sort

¹⁴ 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.

¹⁵ 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.

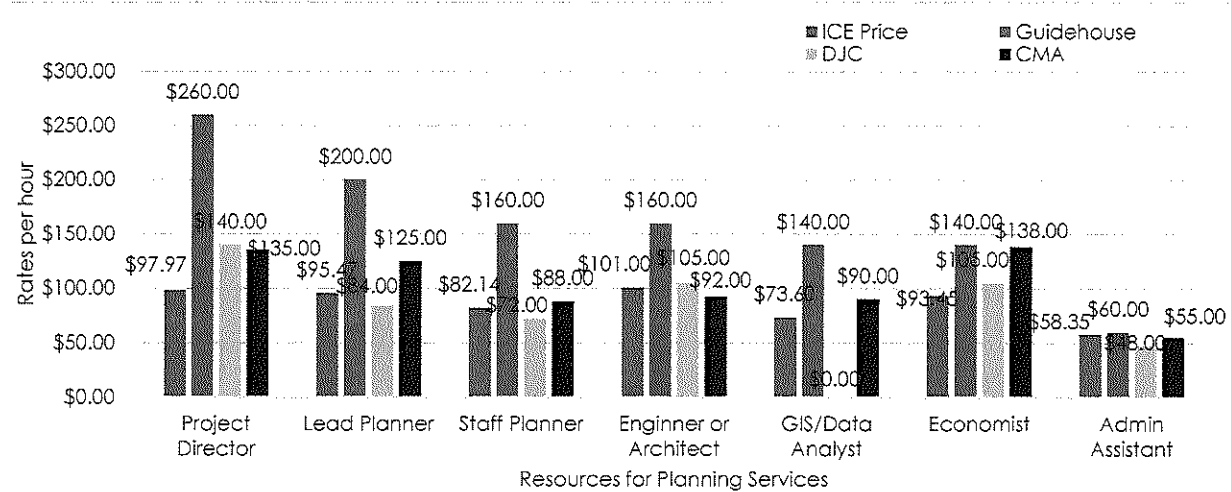
listed in consideration of the MRP Program allocated planning CDBG-DR funds by leveraging factors based in municipality's population, land features, water features, coast line and damages caused by Hurricanes Irma and María. Section 2 of the RFP, required the Proposers to consider in their work approach for estimating the preparation of a Single Municipal Recovery Plan similar criteria in order to estimate the level of effort required to address the complexities that will vary between the 78 municipalities on Group 1 to Group 5. As reflected from the revised Cost Proposal received from DJC Consulting, Inc., when comparing with PRDOH, Guidehouse, LLP and CMA Architects and Engineers, LLC estimated hours, the efforts to develop a single plan differs substantially from Group 1 to Group 5. This is 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. Therefore, the Procurement Division is not in position to recommend DJC Consulting, Inc. due to the lack of understanding of the required level of effort for Planning Services. Even though DJC Consulting, Inc. obtained the highest total Proposal score, the level of effort presented is unreasonable when compared with Guidehouse, LLP and CMA Architects and Engineers, LLC, which may result in a potential risk in contract performance. **Figure 1** illustrates the proposed level of effort per group of municipalities:

Figure 1 Level of Effort per Group



The Procurement Division compared revised rates per hour received from Guidehouse, LLP, DJC Consulting, Inc. and CMA Architects and Engineers, LLC to one another and to the ICE. From the evaluation of the revised rates per hour, the Procurement Division concluded that the PRDOH estimated the rates per hour for Planning Services lower than the actual market price. When comparing the revised rates received **CMA Architects and Engineers, LLC was found reasonable for Planning Services**. **Figure 2** includes a comparison of the revised proposed rates per hour received for Planning Services and the ICE.

Figure 2 Revised Cost Proposal Rates per Hour for Planning Services



In addition, the Procurement Division 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. **Refer to Exhibit XII that includes a summary of the contracts.**

Consistent with the above, market conditions are dictating the reasonable costs for Planning Services and Program Management Services. Based on proposed prices received and after consideration of compared contracts rates for similar positions with related experience, education and responsibility, the Procurement Division can reasonably conclude that the revised Cost Proposals submitted by Atkins Caribe, LLP and CMA Architects and Engineers, LLC are ones of reasonable cost. Pursuant to the terms and conditions of the RFP, award shall be based on Best Value as explained before. Given the Evaluation Committee results, and the negotiation process, the Procurement Division recommends that awards be issued to **Atkins Caribe, LLP for Planning Program Management Services and CMA Architects and Engineers, LLC for Planning Services**. The Procurement Division searched the System for Award Management (SAM) and confirmed Proposer's eligibility. The Limited Denial of Participation (LDP), HUD Funding Disqualifications and Voluntary Abstention list was also searched to confirm that Proposers are not under a HUD imposed sanction. Copy of the search results will be retained in the procurement file.

Recommended Contract Distribution for Planning and Planning Program Management Services after the Negotiation Process

The total funds committed by the Finance Department as per the Certification of Funds dated November 20, 2019, were \$17, 050,507.54, including Planning Services estimated in the amount of \$13,090,714.90 and Planning Program Management Services estimated in \$3,959,792.64. The Procurement Division compared the amount of funds committed by the Finance Department to the total cost recommended for award for Planning Services and concluded that an increase of an additional \$18,759,836.10 or 143% of the original estimated amount for Planning Services was required if all 78 municipalities opt to participate in the MRP Program under option one of the RFP. Pursuant to Section 2.4 of the RFP, the municipalities may participate in the MRP Program after execution of a Sub recipient Agreement (SRA), in which the PRDOH will assign a planning firm contracted through this RFP, to perform the individual municipal planning. In addition, an increase

of an additional \$1,334,799.36 or 34% of the original estimated amount for Planning Program Management Services was necessary considering the maximum monthly hours and the original 24 month contract term.

The Procurement Division informed the abovementioned results to the Programmatic Area for review. Due to the substantial increase in the budget that would be required, with the scenarios mentioned, the Programmatic Area by means of a memorandum dated October 7, 2020, **Exhibit XIII** considered the following options for Planning Services:

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 - The Programmatic Area has decided not to increase the initial budget for these services.
 - The revised Cost Proposals to provide Planning Services for Group 5 Municipalities are considered too high. The amount proposed will not be in the best interest, will not be sustainable and could disrupt the implementation of the Program. The Scope of Services for the Planning Services (Attachment 1A) clearly establishes that 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." Consequently, the Programmatic Area requests to exclude Group 5 from the award. Other options to provide the services to the municipalities in Group 5 will be announced at a later date.
 - A redistribution of the originally allocated funds to Group 5 of \$3,879,824.80, into Group 1-4 must be made. Pursuant these considerations, the following new distribution of the budget resulted. This redistribution does not represent an impact of the original ICE budget.

Group Number	Original ICE Estimated Cost	Modified ICE Estimated Cost	Modified Proportion %	Redistributed Funds ICE
Group 1	\$1,871,330.55	\$1,871,330.55	20.32%	\$2,659,575.18
Group 2	\$2,095,720.35	\$2,095,720.35	22.75%	\$2,978,482.79
Group 3	\$2,493,905.12	\$2,493,905.12	27.08%	\$3,544,391.54
Group 4	\$2,749,934.08	\$2,749,934.08	29.86%	\$3,908,265.39
Group 5	\$3,879,824.80			
TOTAL	\$13,090,714.90	\$9,210,890.10		\$13,090,714.90

The Programmatic Area recommended to award the Planning Services to at least two vendors. We clarify that, according to the terms established in the RFP, the Evaluation Committee has the authority to make a recommendation for award after the evaluation of the proposals submitted, as these have been rated in accordance to the RFP established requirements. Therefore, the Procurement Division will not consider the aforementioned Programmatic Area recommendation for award of the Planning Services RFP. The Programmatic Area also discussed the alternative of execute a contract for Planning Services for a maximum amount that shall not exceed the budget for this RFP and in which the municipalities that opt to participate in the MRP Program option one for their individual municipal planning, be allowed to obtain the Planning Services without a limitation per municipality group.

After consideration of the Programmatic Area discussion pertaining the execution of a contract for Planning Services that shall not exceed the available budget and the terms and conditions of the RFP, which allowed the PRDOH for the specific number and location of municipalities to be assigned to one or more Planning Services Firm at their sole discretion and established no guarantee in terms of the number of municipalities to be attended to by each Planning Services Firm¹⁶, the Procurement Division recommends a not to exceed contract with **CMA Architects and**

¹⁶ Refer to Section 2.4 of the RFP instructions.

Engineers, LLC for Planning Services without including Group 5 Municipalities for a maximum amount that shall not exceed \$13,090,714.90 for an initial contract term of two years with an additional extension one year. The recommended Proposer 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. According to the revised Cost Form submitted by CMA Architects and Engineers, LLC, dated August 18, 2020, **Exhibit XIV**, the maximum costs for a single Municipal Recovery Plan for Group 1 to Group 4 presented in **Table 13** are following:

Table 13. Maximum Costs for Single Municipal Recovery Plan

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

With regards, to the Program Planning Management Services, the Programmatic Area suggested the following:

- Reduce the cap of monthly hours from 192 to 173.
- Also, modify the contract term of 24 to 18 months. As explained by the Programmatic Area, it is expected that the Program Manager will assure the completion of the Municipal Recovery Plan by the Planning Firm within the 6 month period established in the Scope of Services for Planning Services. Therefore, a contract term of 18 month provides enough time to complete the tasks required in the Scope of Services for Planning Program Management Services. However, if the Program Management Services contract requires an extension to the term, an amendment to the contract and budget would proceed.

After consideration of the above, the Procurement Division recommends a contract award to **Atkins Caribe, LLP for Planning Program Management Services in the amount of \$3,577,986 for an initial contract term of 18 months**. According to the revised Cost Form submitted by Atkins Caribe, LLP dated August 14, 2020, **Exhibit XV**, hourly rates and the recommendation of the Programmatic Area, the contract would result in the following distribution presented in **Table 14**:

Table 14. Hourly Rates, Maximum Monthly Hours and Monthly Cost for Planning Program Mgm Serv.

Resource for Planning Program Management Services	Hourly Rate	Maximum Monthly Hours	Maximum Monthly Cost per Resource
Program Manager	\$ 199.00	173	\$ 34,427.00
Deputy Manager	\$ 181.00	173	\$ 31,313.00
Planning Manager	\$ 166.00	173	\$ 28,718.00
Enginner Architecture and Engineering Manager or Architect	\$ 152.00	173	\$ 26,296.00
Economics Manager	\$ 190.00	86.5	\$ 16,435.00
Data Architect	\$ 149.00	173	\$ 25,777.00
GIS Manager	\$ 145.00	173	\$ 25,085.00
Administrative Assistant	\$ 62.00	173	\$ 10,726.00
Maximun Monthly Cost for Planning Program Management Services			\$ 198,777.00
Maximun Cost for Planning Program Management Services (18 months)			\$ 3,577,986.00



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

SPECIAL INSURANCE AND BONDING SPECIFICATIONS
FOR PROFESSIONAL SERVICES

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
<ul style="list-style-type: none">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
<ul style="list-style-type: none">Auto Liability - \$1,000,000.00Physical Damages - \$1,000,000.00Medical Payments - \$10,000.00
The Commercial Auto cover must be applied to the following symbols:
<ul style="list-style-type: none">Liability Coverage -1
<ul style="list-style-type: none">Physical Damages – 2 and 8
<ul style="list-style-type: none">Hired – Borrowed Auto - 8
<ul style="list-style-type: none">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

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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

WRR
WRR



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

SPECIAL INSURANCE AND BONDING SPECIFICATIONS
FOR PROFESSIONAL SERVICES

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.

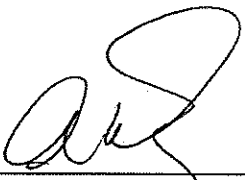
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DESCRIPTION OF THE SERVICES:

Planning Services and Planning Program Management Services

January 16, 2020
Date



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.

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

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

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

The CONTRACTOR shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with

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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

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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.

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.

- 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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ATTACHMENT G

CERTIFICATION

ATKINS CARIBE, LLP

I. Contractor (or Subrecipient) Certification Requirement:

1. Neither the contractor (or subrecipient) nor any of its owners¹, partners, directors, officials or employees, has agreed to share or give a percentage of the contractor's (or subrecipient's) compensation under the contract² to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract.
2. 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.
3. 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).
4. Neither the contractor (or subrecipient), 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.


¹ 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.

² As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.


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


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

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


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By: Raymundo A. Martinez Ojeda

Signature: Raymundo Martinez Ojeda
Raymundo Martinez Ojeda (Feb 9, 2021 17:01 EST)

Date: February 09, 2021









AtkinsCaribe-PgmMgmtPlanningSvcs-Final Contract

Final Audit Report

2021-02-11

Created:	2021-02-08
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAM7rc3DINvowDBsyrARaTwGne0BC4VTAK

"AtkinsCaribe-PgmMgmtPlanningSvcs-Final Contract" History

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-  Document emailed to Raymundo Martinez Ojeda (ray.martinez@atkinsglobal.com) for signature
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