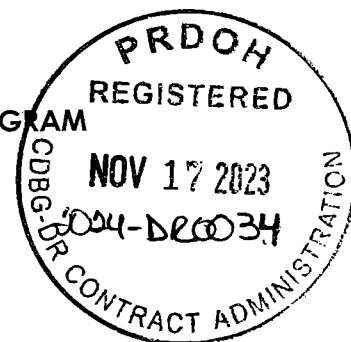




GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

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

**AGREEMENT FOR
POLICY AND REGULATION ASSESSMENT SERVICES FOR
MITIGATION AND ADAPTATION POLICY SUPPORT (MAPS) PROGRAM
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
TETRA TECH INC.**



This **AGREEMENT FOR POLICY AND REGULATION ASSESSMENT SERVICES** (**Agreement** or **Contract**) is entered into in San Juan, Puerto Rico, this 16 of November, 2023, by and between the **PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)**, a public agency created under Act No. 97 of June 10, 1972, as amended, 3 LPRA § 441, et seq., known as the "Organic Act of Department of Housing" with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of Guaynabo, Puerto Rico, in his capacity as Secretary; and **TETRA TECH, INC. (CONTRACTOR)**, with principal offices in 2301 Lucien Way, Suite 120, Maitland, FL, 32751, herein represented by Jonathan Burgiel, in his capacity as Business Unit President, of legal age, married, and resident of Orlando, Florida, duly authorized by Corporate Resolution issued on April 20, 2023.

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

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

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

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

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

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

accountability and is committed to the responsible, efficient, and transparent administration of CDBG-DR grant funding.

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

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

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

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

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

WHEREAS, on January 11, 2020, the Governor of Puerto Rico requested an expedited major disaster declaration from the President of the United States as a result of the continuous seismic activity on the Island. The President declared an emergency under the Stafford Act on January 7, 2020, which initially authorized assistance for emergency protective measures. On January 16, 2020, the President signed the major disaster declaration DR-4773-PR authorizing the Federal Emergency Management Agency (**FEMA**) to provide aid for Individual Assistance (**IA**) and Public Assistance (**PA**) in the designated areas, and Hazard Mitigation throughout Puerto Rico. Additionally, the major disaster declaration authorized Small Business Administration (**SBA**) Disaster Loans. Responsibility for PA administration was delegated to the Central Office of Recovery, Reconstruction, and Resiliency (**COR3**).

WHEREAS, on January 2021, HUD published the Federal Register Notice Vol. 86, No. 3 (January 6, 2021), 86 FR 569, which allocated a total of \$85,291,000 in CDBG-DR funds to multiple grantees appropriated by the Additional Supplemental Appropriations for Disaster Relief Act. The Commonwealth of Puerto Rico was allocated a total of \$36,424,000. As per the Federal Register 86 FR 569, the Municipalities of Guánica, Yauco, Guayanilla, and Ponce were the HUD-identified Most Impacted and Distressed (**MID**) areas, and these were required to be given funding priority in the recovery from the disasters caused by the 2019-2020 seismic sequence.

WHEREAS, on February 2022, HUD published the Federal Register Notice Vol. 87, No. 23 (February 3, 2022) known as Consolidated Notice, 87 FR 6364, which allocated a total of \$184,626,000 in CDBG-DR funds to Puerto Rico for major disaster declarations DR-4773-PR (2019-2020 Earthquakes Sequence) and other disasters. As per 87 FR 6364, the Municipalities of Guánica, Ponce, Yauco, Guayanilla, Peñuelas, Lajas, and Mayagüez were the HUD-identified MID areas, and these were required to be given funding priority

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in the recovery from the disasters caused by the 2019-2020 seismic sequence and other disasters.

WHEREAS, Public Law 115-123 requires HUD to allocate \$2 billion of CDBG-DR funds for the U.S. Virgin Islands and Puerto Rico to provide enhanced or improved electrical power systems in response to Hurricane María. First and Second Amendments to Grant Agreement between HUD and the Government of Puerto Rico prohibited the use of CDBG-DR funds for activities to enhance or improve electric power systems until after HUD published the Federal Register notice governing the use of these \$2 billion.

WHEREAS, on June 22, 2021, HUD published Federal Register Vol. 86, No. 117 (June 22, 2021), 86 FR 32681, which governs the use of the \$2 billion CDBG-DR allocation for enhanced or improved electrical power systems in Puerto Rico and the U.S. Virgin Islands. Of those \$2 billion, \$1,932,347,000 was allocated to Puerto Rico to enhance the Puerto Rico electrical power system.

WHEREAS, based on this assessment, HUD notified Puerto Rico via 86 FR 32681 that all areas of the Island are considered most impacted and distressed for this allocation.

WHEREAS, the PRDOH is the grantee for the CDBG-DR and CDBG-MIT funds; as such, it serves as the entity responsible for administering the funds in compliance with applicable regulations and timeframes.

WHEREAS, the PRDOH is interested in contracting a firm to assist PRDOH with Policy and Regulation Assessment Services in the implantation and administration of the Mitigation and Adaptation Policy Support (**MAPS**) Program for the Community Development Block Grant – Mitigation (**CDBG-MIT**) Program, Community Development Block Grant- Disaster Recovery (**CDBG-DR**) and the Planning Programs Portfolio. This firm will support PRDOH's objectives of ensuring compliance with all CDBG-DR/MIT, HUD, and applicable federal and local requirements, rules, and regulations, as well as in PRDOH's objectives of the Action Plan, as amended, and adequately coordinating and monitoring all CDBG-DR/MIT related activities.

WHEREAS, on December 29, 2022, the PRDOH issued Request for Proposal (**RFP**) No. CDBG-MIT-RFP-2023-01 "Policy and Regulation Assessment Services for MAPS" with CDBG-DR/MIT funds, including CDBG-DR Earthquakes, CDBG-DR Electrical System Enhancements Programs Portfolio, and any other federal allocations. This request was placed through "Registro Único de Subastas del Gobierno" (**RUS**) and the CDBG-DR/MIT Program website. Afterward, PRDOH requested Quotations or Proposals from qualified Proposers therein registered. Through this procurement process, PRDOH was able to reach two (2) qualified firms listed for their capacity and experience with federal grants to deliver qualified services.

WHEREAS, on July 7, 2023, the CONTRACTOR submitted a proposal (hereinafter referred to as the "**Proposal**"), which fully complied with the requirements set forth by the PRDOH.

WHEREAS, the CONTRACTOR has duly adopted a Resolution dated April 20, 2023, authorizing the CONTRACTOR, via its Business Unit President, Jonathan Burgiel, to enter into the Agreement with the PRDOH.

WHEREAS, the PRDOH desires to enter into an agreement with **TETRA TECH, INC.** to secure its services and accepts the CONTRACTOR's Proposal and reasonable costs, and the CONTRACTOR by its acceptance of the terms and conditions of this Agreement is ready, willing, and able to provide the requested services contemplated under this Agreement.

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

I. TYPE OF CONTRACT

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

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

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

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

II. TERM OF AGREEMENT

- A.** This Agreement shall be in effect and enforceable between the parties from the date of its execution. The Term of this Agreement will be for a performance period of **eighteen (18) months**, ending on May 16, 2025. —
- B. Contract Extensions:** PRDOH may, at its sole discretion, extend the Agreement's term for one (1) additional term of **eighteen (18) months**, upon mutual written agreement of the parties.
- C.** The term of this Agreement shall not exceed the lifetime of the initial Grant Agreement between PRDOH and HUD unless the term of the initial Grant Agreement is extended by HUD, in which case the Agreement shall not exceed said extended period.

III. SCOPE OF SERVICES

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

IV. COMPENSATION AND PAYMENT

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- A. The PRDOH agrees to pay the CONTRACTOR for allowable Services rendered under this Agreement in accordance with the rates and amounts described in **Attachment C** of this Agreement.
- B. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **ONE MILLION NINE HUNDRED SIXTY-ONE THOUSAND SEVEN HUNDRED TEN DOLLARS (\$1,961,710.00)**; **Account Number: milp02map-doh-na / 4190-10-000.**
- C. Such payment shall be compensation for all allowable services required, performed, and accepted under this Agreement included in **Attachment C** and **Attachment D.**
- D. Any additional funds to complete the services requested by the PRDOH to the CONTRACTOR will be subject to evaluation before acceptance as well as funds availability and will require an amendment to this Agreement.
- E. The CONTRACTOR shall submit an invoice to PRDOH on a monthly basis. Said invoice must be submitted including all required invoice supporting documents, including but not limited to monthly reports, timesheets, invoice and photo evidence, expense plan, and/or work projections. If PRDOH determines that the submitted invoice and supporting documents are acceptable, then the invoice will be approved for payment.
- F. The services rendered under the Agreement, shall be payable within **forty-five (45) business days** from the date the invoice is received and approved by a PRDOH representative for payment. If PRDOH raises any objections, PRDOH will return the invoice for corrections and the CONTRACTOR shall modify the invoice and return it within **five (5) business days**. Once the CONTRACTOR returns the modified invoice, the PRDOH shall resume and conclude the payment process within the next **forty-five (45) business days**.
- G. An authorized representative of the PRDOH will review each invoice and, if adequate, will approve and process its payment. Payments to the CONTRACTOR shall be made by electronic funds transfer (**EFT**). PRDOH reserves the right to conduct any audits it deems necessary. The CONTRACTOR agrees to cooperate fully with any such audit or audits.
- H. While providing the services under this Agreement, the CONTRACTOR must adhere to applicable requirements of the CDBG-DR/MIT grant. If the CONTRACTOR performs ineligible activities under the CDBG-DR/MIT grant or program, the CONTRACTOR cannot include them in the invoice for payment to the CONTRACTOR.
- I. CONTRACTOR shall be liable to the PRDOH for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement. CONTRACTOR shall reimburse such disallowed costs from funds other than those CONTRACTOR received under this Agreement.
- J. The CONTRACTOR acknowledges and agrees to repay any CDBG-DR/MIT funds used for ineligible costs.

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

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

V. REIMBURSABLE EXPENSES

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

VI. ADDITIONAL SERVICES

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

VII. OWNERSHIP AND USE OF DOCUMENTS

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

VIII. DOCUMENTATION AND RECORDKEEPING

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

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

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

IX. ACCESS TO RECORDS

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

X. NON-DISCLOSURE AND CONFIDENTIALITY

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

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

XI. PERFORMANCE WARRANTY

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

XII. TERMINATION

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

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

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

E. Suspension: The PRDOH may suspend this Agreement in whole or in part at any time for the PRDOH's convenience. The PRDOH shall give the CONTRACTOR **five (5) business days'** written notice of such suspension. Upon receipt of said notice the CONTRACTOR shall immediately discontinue all Services affected.

F. Immediate Termination: In the event the CONTRACTOR is subjected to a criminal or civil action, suit, proceeding, inquiry or court of applicable jurisdiction, or any governmental agency, or the CONTRACTOR shall be subject to an order, judgment, or opinion, issued by any federal or local authority, a court of applicable jurisdiction, or any governmental agency, in connection with the execution, delivery, and performance by the CONTRACTOR of this Agreement or the CONTRACTOR of this Agreement has been noncompliant, breach, inaccuracy of any representation, warranties, covenants, or the certifications provided herein, whether the noncompliance, breach or inaccuracy takes place before or after the execution of this Agreement, the PRDOH shall have the right to the immediate termination of this Agreement notwithstanding, any provisions to the contrary herein. This Section will apply in the event of any judgment that may obligate the PRDOH to terminate the Agreement pursuant to Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico.

G. Period of Transition: Upon termination of this Agreement, and for **ninety (90) consecutive calendar days** thereafter (the Transition Period), CONTRACTOR agrees to make himself available to assist the PRDOH with the transition of services assigned to CONTRACTOR by the PRDOH. CONTRACTOR shall provide to the PRDOH the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the Services to the PRDOH or a third party designated by the PRDOH. PRDOH reserves the right to provide for the execution of a Transition Services Agreement for the Transition Period. In such instance, the CONTRACTOR will be paid at a reasonable, agreed upon, hourly rate for any work performed for the PRDOH during the Transition Period. Moreover, during that Transition Period, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH.

XIII. PENALTIES AND LIQUIDATED DAMAGES

A. Penalties

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

- 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, \$100.00 for each calendar day that any task deliverable required is late until deemed in compliance subject to a maximum of \$1,000.00 established in this Contract between PRDOH and the CONTRACTOR, in accordance with **Attachment B** and **Attachment D**. Said sum, in view of the difficulty of accurately ascertaining the loss which PRDOH will suffer by reason of delay in the completion of the Work hereunder, is hereby fixed and agreed as the liquidated damages that PRDOH will suffer by reason of such delay. Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the PRDOH's right to indemnification, or the CONTRACTOR's obligation to indemnify the PRDOH pursuant to this Contract, or to any other remedy provided for in this Contract or by Law. Liquidated damages may be assessed at the sole discretion of PRDOH. For the purpose of applying and calculating such liquidated damages, a grace period of **ten (10) business days** shall be observed. The PRDOH may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages due to the PRDOH per the formula above, the CONTRACTOR shall be liable to pay the difference.

XIV. LIABILITY

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

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

XV. INSURANCE

A. Required Coverage

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

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

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

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

B. Endorsements

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

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

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

C. Related Requirements

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

Renewal Certificates of Insurance or such similar evidence is to be received by the Contract Administration of the Legal Division and/or the Finance area of the CDBG-DR/MIT program prior to expiration of insurance coverage. At PRDOH's option, non-compliance will result in one or more of the following actions: (1) The PRDOH will purchase insurance on behalf of the CONTRACTOR and will charge back all cost to the CONTRACTOR; (2) all payments due the CONTRACTOR will be held until the

CONTRACTOR has complied with the Agreement; and/or (3) The CONTRACTOR will be assessed **Five Thousand Dollars (\$5,000.00) for every day of non-compliance.**

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

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

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

XVI. HOLD HARMLESS

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

XVII. FORCE MAJEURE

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

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

XVIII. CONFLICTS OF INTEREST

The CONTRACTOR shall comply with the ethics requirements set forth herein and warrant that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of the work under a PRDOH contract and CONTRACTOR'S organizational, financial, contractual or other interest are such that:

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

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

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

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.

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

Jonathan Burgiel
Business Unit President
Tetra Tech, Inc.
2301 Lucien Way
Suite 120
Maitland, FL 32751

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: Within **three (3) business days** of its execution, the CONTRACTOR shall notify the Contract Administration Area of the PRDOH CDBG-DR/MIT Legal Division and provide a copy of all subcontracts related to this Agreement and CDBG-DR/MIT funds, as well as any other subcontracts listed in **Attachment G** (Contractor Certification Requirement). The CONTRACTOR is in charge of obtaining all certifications from the subcontractors listed in Article XXIII of this Agreement that are required for technical, professional, or consulting services, as well as submitting them with the copy of the subcontract and adhering to all other requirements set forth in Circular Letter 1300-16-16 from the Puerto Rico Department of Treasury. Technical, professional, or consulting services that are employed to carry out the terms of this Agreement are referred to as subcontractors for the purposes of this article if they spend at least 25% of their time on it.

XXIII. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS

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

A. Compliance with Act No. 173. The CONTRACTOR hereby certifies that in signing this Agreement it is in compliance with Act No. 173 of August 12, 1988, as amended, known as the "Board of Examiners of Engineers, Architects, Surveyors, and Landscape Architects of Puerto Rico Act", 20 LPRA §§ 711-711z to exercise the profession of engineering, architecture, surveying or landscaping architecture in Puerto Rico, is registered in the official Register of the Board, and is an active member of the College of Engineers and Surveyors of Puerto Rico or the College of Architects and Landscape Architects of Puerto Rico, as applicable.

B. Compliance with Executive Order No. 24: Pursuant to Executive Order No.24 of June 18, 1991, the CONTRACTOR certifies and guarantees that at the signing of this Agreement it has filed all the necessary and required income tax returns to the Government of Puerto Rico for the last **five (5) years**. The CONTRACTOR further certifies that it has complied and is current with the payment of any and all income

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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.

- C. Compliance with Executive Order 52:** Pursuant to Executive Order No. 52 of August 28, 1992, amending Executive Order No.1991-24, the CONTRACTOR certifies and warrants that it has made all payments required for unemployment benefits, workmen's compensation and social security for chauffeurs, whichever is applicable, or that in lieu thereof, has subscribed a payment plan in connection with any such unpaid items and is in full compliance with the terms thereof. The CONTRACTOR accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each and every CONTRACTOR and subcontractor whose service the CONTRACTOR has secured in connection with the services to be rendered under this Agreement and shall forward evidence to PRDOH as to its compliance with this requirement.
- D. Compliance with Circular Letter No. 1300-16-16 of the Puerto Rico Department of Treasury:** The CONTRACTOR accepts and acknowledges its responsibility of acquiring the certifications required in the Puerto Rico Department of Treasury Circular Letter No. 1300-16-16 issued on January 19, 2016. All certifications must be submitted during their term of validity, in accordance with applicable laws. Certifications expired or issued more than **sixty (60) calendar days** prior to the contract date will not be accepted. The last payment to be made under the contract will only be issued if the 'Debt Certifications' by the Puerto Rico Department of Treasury indicate that the CONTRACTOR has no debt with the Department of Treasury. The CONTRACTOR agrees to cancel any debt that cannot be clarified with the Department of the Treasury through a withholding made by PRDOH from the payments to which it is entitled to receive under the contract.
- E. 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.
- F. 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.
- G. 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.

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- H. **Compliance with Act No. 45 of April 18, 1935, as amended, 11 LPRA § 1, et seq.:** The CONTRACTOR certifies and guarantees that at the signing of this Agreement has valid insurance issued by the State Insurance Fund Corporation (CFSE, for its Spanish Acronym), as established by Act No. 45, *supra*, known as the "Puerto Rico Workers' Accident Compensation Act".
- I. **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.
- J. **Compliance with Act No. 168-2000, as amended, 8 LPRA § 711, et seq.:** The CONTRACTOR is in full compliance with Act No. 168-2000, as amended, known as "Act for the Improvement of Elderly Support of Puerto Rico."
- K. **Compliance with Act No. 1-2012, as amended, 3 LPRA § 1854, et seq.:** The PRDOH and the CONTRACTOR hereby certify that in signing this Agreement they are in compliance with Act No. 1-2012, as amended, known as the "Puerto Rico Government Ethics Act of 2011", in connection with the possibility of a conflict of interest.
- L. **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.
- M. **Ethics.** CONTRACTOR also acknowledges receipt and agrees to obey the Anticorruption Code for the New Puerto Rico known in Spanish as "Código Anticorrupción para el Nuevo Puerto Rico".
- N. **Non-Conviction.** The CONTRACTOR certifies that it has not been convicted nor accused of a felony or misdemeanor against the government, public faith and

function, or that involves public property or funds, either federal or local in origin. Furthermore, CONTRACTOR also certifies that:

1. It has not been convicted, nor has pleaded guilty at a state or federal bar, in any jurisdiction of the United States of America, of crimes consisting of fraud, embezzlement or misappropriation of public funds, as stated in Act No. 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits the award of Offers or government contracts to those convicted of fraud, misappropriation of public fund.
2. It understands and accepts that any guilty plea or conviction for any of the crimes specified in Article 3 of said Act, will also result in the immediate cancellation of any contracts in force at the time of conviction, between the undersigned and whichever Government Agencies, Instrumentalities, Public Corporations, Municipalities and the Legislative or Judicial Branches.
3. It declares under oath the above mentioned in conformity with what is established as in Act No. 2 of January 2, 2018, as amended, known as the "Anti-Corruption Code for the New Puerto Rico", which prohibits awarding Offers for government contracts, to those convicted of fraud, embezzlement or misappropriation of public funds.
4. The CONTRACTOR represents and guarantees that none of its employees, officials or agents have been convicted of a felony or misdemeanor as described in this sub-section. Moreover, the CONTRACTOR agrees to notify PRDOH should any employee, official, or agent is convicted of a felony or misdemeanor as described in this sub-section after the date of this Agreement. Said notice shall be made within **ten (10) business days** from the time of the conviction.

O. 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.

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

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

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

The parties to this Agreement agree that its effective date will be subject to the due registration and remittance to the Office of the Comptroller of Puerto Rico. No rendering

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

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

- A. Interagency Services Clause:** Both contracting parties acknowledge and agree that services retained may be provided to any entity of the Executive Branch with which the contracting entity makes an interagency agreement or by direct provision of the Office of the Chief of Staff of the Governor (*Secretaría de la Gobernación*). These services will be performed under the same terms and conditions in terms of hours of work and compensation set forth in this Agreement. For purposes of this clause, the term "Executive Branch entity" includes all agencies of the Government of Puerto Rico, as well as public instrumentalities and corporations and the Office of the Governor.
- B. Termination Clause:** The Chief of Staff (*Secretario de la Gobernación*) of the Governor shall have the power to terminate this Agreement at any time.
- C. Contract Review Policy of the Financial Supervision and Administration Board for Puerto Rico:** The parties acknowledge that the CONTRACTOR has submitted the certification entitled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board (**FOMB**) for Puerto Rico, effective as of November 6, 2017, as amended on October 30, 2020, signed by the Contractor's Executive Director (or another official with an equivalent position or authority to issue such certifications). A signed copy of the "Contractor's Certification Requirement" is included as **Attachment G** to this contract.

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

- A.** The PRDOH certifies that the CONTRACTOR was selected as the provider of the services described in this Agreement, pursuant to Executive Order No. 2021-029.
- B.** The Parties certify that they acknowledge the provisions stated in Executive Order No. 2021-029 and CC 013-2021. Any failure to comply with the requirements set forth in Executive Order No. 2021-029 and CC 013-2021 will result in the termination of this Agreement.
- C.** The CONTRACTOR certifies that it has informed PRDOH of any current contractual relationship with any government entities of the Government of Puerto Rico. Accordingly, the CONTRACTOR certifies, as of the date hereof, that it is in a contractual relationship with the following entities of the Government of Puerto Rico: Municipality of Barceloneta, Municipality of Corozal, Municipality of Moca, Puerto

Rico Department of Natural Resources and PRDOH. The CONTRACTOR also certifies that said entities are all the entities of the Government of Puerto Rico with which they maintain a contractual relationship. In addition, the CONTRACTOR recognizes and accepts that omitting any information regarding any current contractual relationship with any governmental entity could result in the termination of this agreement if so, required by PRDOH.

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

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

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

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

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

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

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

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

received from the Commonwealth under the proposed Amendment and original Agreement.

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

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

XXX. CDBG-DR/MIT POLICIES AND PROCEDURES

In addition to what is established in this Agreement, the CONTRACTOR shall comply with all CDBG-DR/MIT program-specific and general policies and procedures, including, but not limited to, the Contract and Subrecipient Agreement Manual, OS&H Guideline, MWBE Policy, Procurement Manual for the CDBG-DR/MIT Program, URA & ADP Guidelines, Cross Cutting Guidelines, AFWAM Policy, Section 3 Policy, Personally Identifiable Information, Confidentiality, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR/MIT Website (www.cdbg-dr.pr.gov), which are herein included and made an integral part of this Agreement, as they may be updated from time to time, and reporting requirements as established by the PRDOH.

XXXI. SECTION 3 CLAUSE

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

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

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

and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

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

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

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

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

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

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

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

- A.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

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extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Forms-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). The CONTRACTOR acknowledges that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. §3801 et seq., apply to this certification and disclosure, if any.

XXXIII. EQUAL OPPORTUNITY

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. When applicable, the CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONTRACTOR will comply with all provisions of Exec. Order No. 11246 of September 24, 1965, as amended by Exec. Order No. 11375 of October 13, 1967,

and as supplemented by the rules, regulations, and relevant orders of the United States Secretary of Labor.

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- E. The CONTRACTOR will furnish all information and reports required by Exec. Order No. 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - F. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Exec. Order No. 11246 of September 24, 1965, as amended, and such other sanctions as may be imposed and remedies invoked as provided in Exec. Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - G. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (F) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Exec. Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

XXXIV. SOLID WASTE DISPOSAL ACT

- 1) In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are Environmental Protection Agency (EPA)- designated items unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- 2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 3) CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include:
 - a. procuring only items designated in guidelines of the EPA at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value

of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000);

- b. procuring solid waste management services in a manner that maximizes energy and resource recovery; and
- c. establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXXV. DRUG FREE WORKPLACE

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

XXXVI. SUSPENSION AND DEBARMENT

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

XXXVII. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION

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

XXXVIII. NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

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

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

XL. BANKRUPTCY

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

XLI. ENTIRE AGREEMENT

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

XLII. MODIFICATION OF AGREEMENT

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

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

XLIII. BINDING EFFECT

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

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

XLIV. ASSIGNMENT OF RIGHTS

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

XLV. NON-WAIVER

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

XLVI. ORDER OF PRECEDENCE

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

XLVII. GOVERNING LAW JURISDICTION

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

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

A. Consolidation or Merger

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

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

Amendment. **No amendment to the Agreement will be necessary if the Subrecipient, Contractor, or Subcontractor becomes the surviving entity following a merger.**

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

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B. Change of Name

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

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

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

C. Dissolution

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

XLIX. HEADINGS

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

L. FEDERAL FUNDING

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

LI. RECAPTURE OF FUNDS

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

LII. OVERPAYMENT

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

LIII. SEVERABILITY

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

LIV. COUNTERPARTS

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

LV. SURVIVAL OF TERMS AND CONDITIONS

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

[SIGNATURES ON THE FOLLOWING PAGE]

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

PUERTO RICO DEPARTMENT OF HOUSING

TETRA TECH, INC.

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William O. Rodriguez Rodriguez
William O. Rodriguez Rodriguez (Nov 16, 2023 17:52 AST)
William O. Rodríguez Rodríguez, Esq.
Secretary

Jonathan Burgiel
Jonathan Burgiel (Nov 13, 2023 22:41 EST)
Jonathan Burgiel
Business Unit President

CDBG-MIT-RFP-2023-01



Policy and Regulation Assessment Services Mitigation and Adaptation Policy Support (MAPS) Program under CDBG-MIT

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QUALIFICATIONS & WORK APPROACH

Submitted:

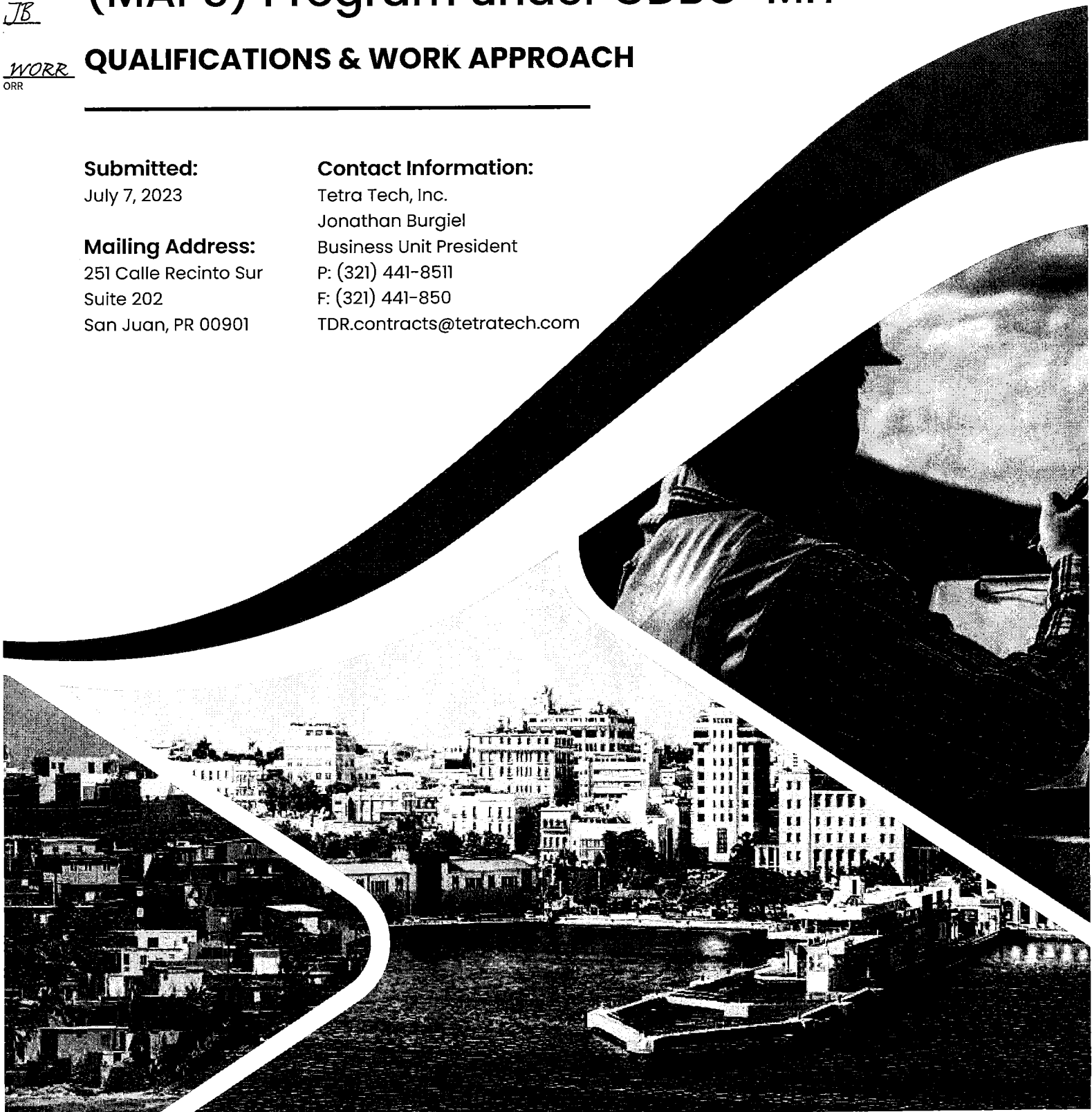
July 7, 2023

Mailing Address:



251 Calle Recinto Sur
Suite 202
San Juan, PR 00901

Contact Information:

Tetra Tech, Inc.
Jonathan Burgiel
Business Unit President
P: (321) 441-8511
F: (321) 441-850
TDR.contracts@tetrattech.com



Company Profile



Tetra Tech has assembled a robust team representing decades of grant management, planning infrastructure, economic development, disaster resiliency, and all-hazards mitigation expertise as well as extensive hands-on experience in the field. Our team includes skilled grant managers, preparedness planners, infrastructure and electric grid specialists, cost estimators, engineers, and environmental professionals who possess hands-on experience in recent disasters and emergencies as well as mitigation, preparedness, response, and recovery programs.

Tetra Tech is a dynamic and versatile company, equipped with a team of experts boasting extensive experience in grant management, infrastructure planning, economic development, disaster resiliency, and all-hazards mitigation. Our accomplished professionals bring hands-on field experience, ensuring that our solutions are grounded in practical knowledge. Since our inception in 1966 as a small engineering company, we have evolved into a renowned environmental, engineering, and technical services firm. Despite our impressive growth and status as a publicly traded company (NASDAQ: TTEK), with annual revenues exceeding \$4.5 billion, we remain true to our roots. Our unwavering commitment to problem-solving and innovation enables us to tackle a wide range of challenges effectively. Through our continued dedication to excellence, Tetra Tech has earned top industry rankings, including 17 consecutive years as the #1 firm according to Engineering News Records, solidifying our reputation as a leader in the field.

25 YEARS
POST-DISASTER
RESPONSE
EXPERIENCE

90+ MAJOR
DISASTERS
IN 23 STATES &
2 US TERRITORIES

\$4.5B
ANNUAL REVENUE

20,000
CLIENTS

\$12B **POST-DISASTER GRANTS**
650+ FEDERAL GRANT-
FUNDED PROJECTS

10,000+
PROJECT WORKSHEETS (PWs)
99.8% FUNDS
RETAINED

27,000
ASSOCIATES

550 OFFICES
WORLDWIDE

WORKS ON
100,000
PROJECTS ANNUALLY

300+
STATE/LOCAL CLIENTS

95% REPEAT CLIENTS/
CONTRACTS

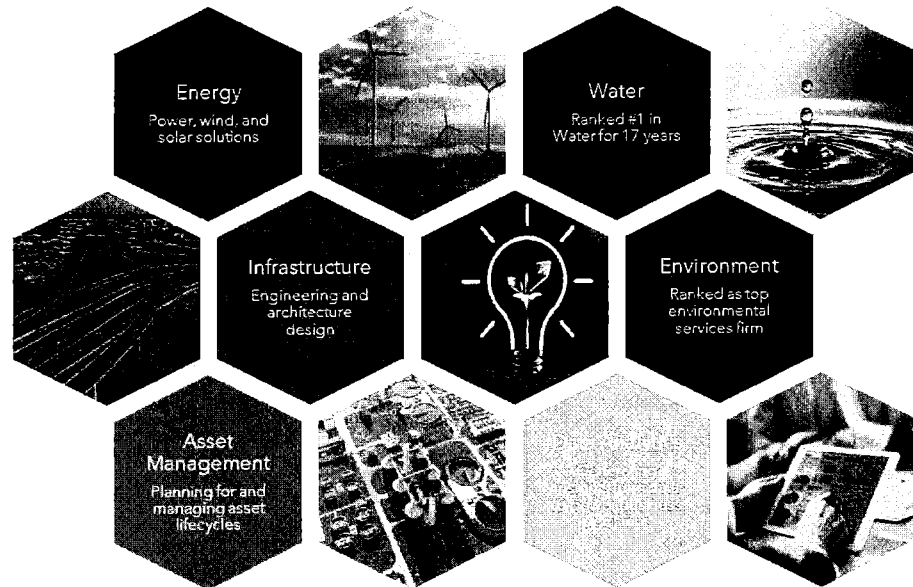
Brief History

Tetra Tech, founded in 1966 as a civil engineering firm and headquartered in Pasadena, California, has been at the forefront of providing exceptional engineering services for waterways, harbors, and coastal areas. As the demand for environmental remediation grew in the 1980s, Tetra Tech swiftly adapted to meet the evolving needs of the industry. By successfully completing high-profile projects for U.S. federal agencies, we solidified our position as one of the foremost environmental and engineering firms in the United States. In December 1991, Tetra Tech transitioned into a publicly traded enterprise, embarking on a remarkable journey of expansion. Through strategic internal growth initiatives and international acquisitions, we broadened our markets, diversified our services, and expanded our global clientele. Today, Tetra Tech stands as a recognized global leader, renowned for our technical expertise in disaster recovery and program management. Our Disaster Recovery division was established to support state and local governments in their planning and recovery efforts following natural and human-caused disasters. Since our initial response to Tropical Storm Gabrielle in 2001, our capabilities and expertise in disaster management, recovery, and consulting services have continuously evolved. **As the preferred disaster recovery partner for over 300 local and state governments across the United States, Tetra Tech remains dedicated to helping communities build resilience in the face of adversity.**

Scale and Breadth of Services

Through Tetra Tech's extensive network of diverse disciplines, the Puerto Rico Department of Housing (PRDOH) gains access to a rich pool of expertise that can cater to its specific needs in program administration. Our organization encompasses a wide array of capabilities, ranging from TDR's comprehensive oversight of large-scale grant programs

to expertise in disaster recovery, engineering, infrastructure, and beyond. With a team of dedicated problem solvers and innovators from over 60 disciplines, Tetra Tech fosters a collaborative environment where experts from various fields come together to tackle complex challenges and deliver innovative solutions. This collective wealth of knowledge and interdisciplinary collaboration empowers us to embark on transformative projects worldwide, ensuring that we bring a diverse perspective and a comprehensive approach to our work with the PRDOH.



Tetra Tech has served Puerto Rico since 1998.

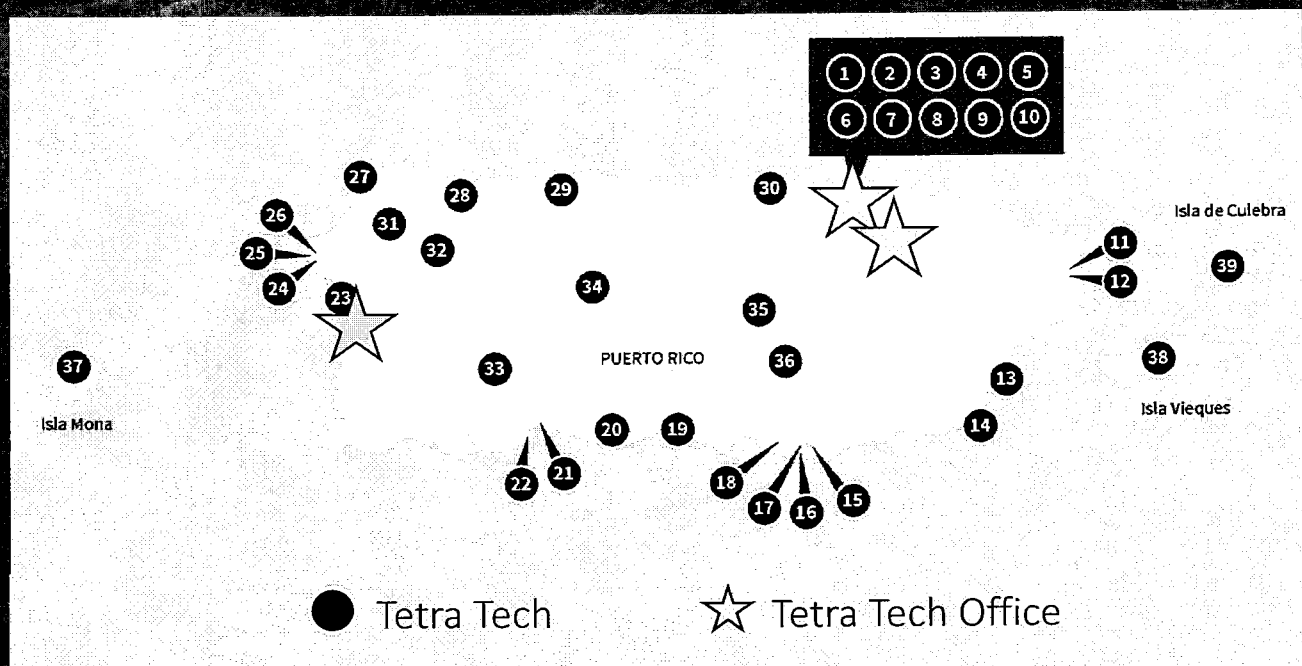
Tetra Tech takes great pride in our longstanding presence in Puerto Rico, signifying our commitment to building a strong and enduring relationship with the island. Since 1998, our dedicated team has been actively engaged on the island, providing a wide range of environmental, engineering, and consulting services for infrastructure projects. Our expertise has been leveraged by various stakeholders, including the federal government, the Commonwealth, municipal governments, and private industry. Notably, since 2009, Tetra Tech has been preselected as a Puerto Rico Public-Private Partnerships (PRPPP) local firm, further solidifying our position as a trusted partner in the region. With ongoing projects spanning more than 20 municipalities, we have collaborated with esteemed clients such as the

Puerto Rico Department of Housing (PRDOH), Puerto Rico Electric Power Authority (PREPA), Puerto Rico Department of Natural and Environmental Resources (PRDNER), Puerto Rico Aqueduct and Sewer Authority (PRASA), Puerto Rico Environmental Quality Board, Puerto Rico Air and Army National Guard, and many more. This extensive portfolio demonstrates our deep-rooted involvement in Puerto Rico's development and our unwavering commitment to serving the diverse needs of the island and its communities.

3 Offices on island

150+ Employees in Puerto Rico

20 Municipalities served



Financial Stability

Tetra Tech is a strong company with annual operating revenue exceeding \$4.5 billion. Our size, diversity, and financial stability give us the capacity to undertake and successfully complete projects of all sizes and complexities with **no financial risk to our clients**. Our team is capable of supporting PRDOH regardless of funding flows during large disasters.

Tetra Tech's Exceptional Stability

One of the most critical factors in selecting a partner for long-term engagement is stability, and Tetra Tech exemplifies the qualities of a financially stable and reliable company. With over 55 years of experience in the industry, Tetra Tech has successfully navigated various economic cycles, proving our resilience and adaptability. As a publicly traded company (NASDAQ: TTEK) with an annual revenue exceeding \$4.5 billion, we have substantial cash reserves and the ability to access borrowing when needed. This robust financial position ensures that we have the necessary resources to support projects of any scale and complexity, providing our clients with the confidence and assurance that we are well-equipped to deliver results and fulfill our commitments.

Throughout our history, Tetra Tech has maintained an unwavering commitment to delivering high-quality services, fostering long-lasting client relationships, and supporting the communities we serve. Our financial stability, as reflected in our strong Dunn & Bradstreet rating, further reinforces our reputation as a reliable partner. With our extensive global presence, spanning six continents, we have demonstrated our ability to operate successfully in diverse markets and navigate various business environments.

At Tetra Tech, stability is not just a product of our longevity; it is deeply ingrained in our corporate culture. We adhere to stringent project management practices, implement rigorous quality control measures, and uphold the highest ethical standards. Our robust internal processes, bolstered by cutting-edge technologies and comprehensive risk management protocols, ensure that we consistently deliver reliable and consistent results to our clients.

Tetra Tech has \$1 billion of liquidity available.

This allows us to meet contractual obligations, regardless of funding flows or payment processing during disaster activations.

By choosing a financially stable partner like Tetra Tech, you can be confident in a reliable and consistent project experience, as well as our long-term commitment to the success and growth of Puerto Rico. We are dedicated to fostering enduring partnerships, standing alongside the PRDOH, and addressing both the immediate challenges and long-term needs of the island.

Secure Operations Regardless of Funding Flows

We understand the importance of financial stability and the significant impact it has on the successful execution of projects. At Tetra Tech, we prioritize the careful management of funding flows to ensure uninterrupted operations and timely fulfillment of contractual obligations. Having supported numerous projects of similar scope and scale in the past, we are well aware of the potential detrimental consequences that delays or interruptions to operations can have on the communities we serve.

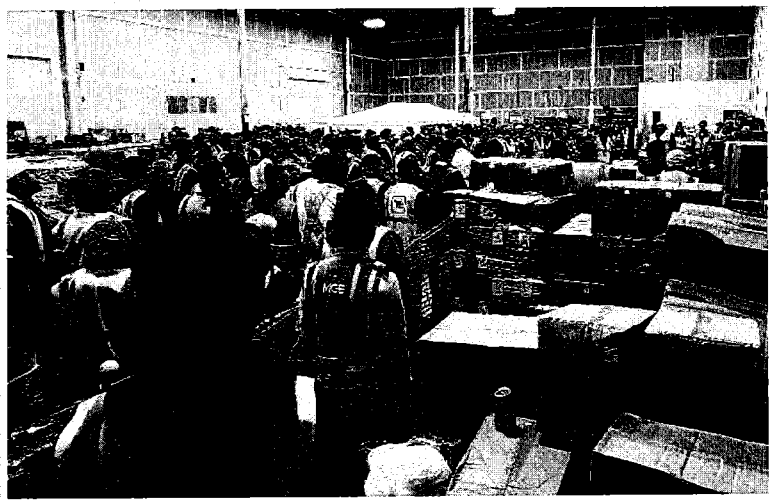
With a comprehensive understanding of the magnitude of this operation, Tetra Tech has conducted a thorough analysis of the scope of work to assess the financial demands associated with its execution. We are fully committed to meeting all contractual obligations, including prompt and timely payments to subcontractors, staff members, and the logistical sustainment of field operations. We recognize that paying staff on time is crucial for project continuity and employee satisfaction. As such, Tetra Tech guarantees that our staff will be paid on schedule, without any disruptions.

To ensure transparency and ease of access to payroll information, we maintain a clear and well-defined payroll schedule for all staff members working on this project. This schedule is readily available through Tetra Tech's consolidated SharePoint site, providing employees with a clear understanding of the pay dates for each pay period. We are committed to upholding this schedule consistently, irrespective of funding flows or other external factors.

With Tetra Tech as your partner, you can be assured that our financial capabilities and meticulous management of funding flows will safeguard the project from any potential disruptions due to financial constraints. Our commitment to the prompt payment of staff and our robust financial practices ensure the continued progress and success of the project, providing peace of mind to PRDOH and all stakeholders involved.

Prompt Payment of Staff

Tetra Tech guarantees that our staff will be paid on time. We ensure employees understand when and how they are paid by providing a clear payroll schedule. This schedule is readily available through Tetra Tech's consolidated SharePoint site and details the pay date for each pay period. We will maintain this schedule for all staff working on this project, regardless of funding flows.



Sustainment of Operations

We guarantee that our operations will be sustained with equipment, supplies, and logistical support. Tetra Tech has consistently deployed large-scale mobilizations of hundreds of staff and thousands of dollars' worth of equipment to multiple clients in a matter of days and on very short notice. We understand the critical nature of asset management and logistics to support operations at this scale and have completed financial pre-planning for the required equipment, supplies, and logistic support.

Tetra Tech maintains a warehouse with over 120 fully stocked bays of field supplies capable of supporting over 50 simultaneous recovery operations for over 90 days. We have the supplies on-hand to support an operation of this scale, including more than 400 laptops, 90 mobile wireless hotspots, 70 high-speed scanners, and thousands of hard hats, reflective vests, hearing protection devices, and eye protection units. Combined with our on-hand inventory and the ability to rapidly procure additional equipment through preferred vendor relationships, PRDOH can rely on our mobilization strategy for rapid program ramp-up. **We are not seeking, searching, and waiting for payment to purchase. We are on the ground and ready to immediately mobilize with appropriate equipment and support.**

PRDOH gains the of a \$4.5 billion company.

\$185 million

Available

\$784 million

Borrowings at our
disposal

\$969 million

Total liquidity
available

“

Tetra Tech is grateful for the opportunity to expand upon our partnership with PRDOH. We are supportive of this proposal from the highest levels of our organization. With nearly \$1 billion of liquidity available and proven capacity to support Puerto Rico's recovery throughout multiple prior engagements, we are confident that **Tetra Tech's financial capacity and stability exceed the potential financial demands of this contract.**



– Steven Burdick,
Chief Financial Officer

”



TETRA TECH

Previous Experience Providing Policy, Planning and Management Services

Tetra Tech is a national leader in the field of pre- and post-disaster recovery planning, oversight and management. Our contracts with federal agencies and state and local governments are in diverse areas such as disaster recovery consulting and technical assistance; staff augmentation; community resilience; grant management; and emergency management planning and preparedness. Our team offers deep understanding of the U.S. Housing and Urban Development (HUD), Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), and other regulatory agencies' policies and procedures. We have worked closely with these agencies, recipients, and subrecipients on billions of dollars' worth of projects to craft action plans, determine project eligibility, provide technical assistance, detailed damage inspection reports, cost estimates, validation and testing, audit documentation, and process reimbursements. Our team also maintains strong relationships with many of the lead federal officers, state agency leadership, local governments, and other staff.

Tetra Tech has been activated for more than 90 disasters, including:



Disaster Management Experience

Our 90+ activations have yielded grant program management engagements resulting in **clients garnering and retaining 99.8 percent of the funds received**. We work with state and local governments to navigate federally-funded programs and are committed to advocating for and providing the best service to our clients. We have helped hundreds of clients administer the following grant programs:

- HUD CDBG-DR
- HUD CDBG-MIT
- HUD CDBG-CV
- U.S. Treasury Emergency Rental Assistance (ERA)
- Coronavirus Relief Fund (CRF)
- Coronavirus Aid, Relief, and Economic Security (CARES) Act
- FEMA Hazard Mitigation Grant Program (HMGP)
- FEMA Flood Mitigation Assistance Program (FMA)
- Pre-Disaster Mitigation (PDM)
- FHWA-ER Program
- FHWA Transportation Investment Generating Economic Recovery Grant

- American Rescue Plan Act (ARPA)
- FEMA PA Program
- Natural Resources Conservation Service (NRCS)
Emergency Watershed Protection

Across these grant programs, our areas of support have included:

- CDBG-DR/MIT Action Plan Development
- Infrastructure Program Management
- Housing Program Management
- Voluntary and Involuntary Housing Buyouts
- Construction Management
- Hazard Mitigation Planning
- Floodplain Management
- National Flood Insurance Program (NFIP)
Compliance
- Preliminary Damage Requests
- Site Visits/Inspections
- Project Scoping
- Multi-sector Program Management
- Underwriting Reviews
- Case Management
- Call Center Services
- Project Cost Estimation & Documentation
- Architecture and Civil Engineering
- Geotechnical and Structural Engineering
- Mechanical/Electrical/Plumbing
- Water/Wastewater Design/Build
- Project Cost Reconciliation
- Funding Disbursement
- Grant Closeout

We leverage our industry-leading operating procedures, talented and specialized staff, and community relationships to help our clients administer compliant and effective federally funded programs. **We have supported our clients through the reimbursement of more than \$12 billion in federal funds, including HUD, FEMA, FHWA, and other federally-funded grant programs.**

Focus On

HUD Programs

\$5 billion+ Managed

Experience Summary

Our team members have decades of experience working within HUD's CDBG program eligibility framework and have successfully leveraged public funds for our clients. We work with jurisdictions to complete applications and identify, evaluate, and prioritize recovery projects, ensuring eligibility with federal funding programs. The Tetra Tech team has worked with dozens of communities across the nation to ensure that recovery planning efforts are launched and implemented with long-term sustainability, risk reduction and elimination, and community economic and safety resiliency in mind.

From Tropical Storm Jeanne to Hurricane Ian, along with countless other disasters, our team of experts has supported recovery efforts throughout the territories and mainland.

Recent Sample Projects

Year	Client	Program	Unmet Needs	Applicant Kickoff	Site Visits/Inspections	Project Development	Program Management & Documentation	Action Plan Development	Environmental Reviews	Financial Management	Progress Inspections	Funding Disbursement
2022	Commonwealth of Puerto Rico	CDBG-DR/MIT	■	■	■	■	■		■	■	■	■
2020	U.S. Virgin Islands	CDBG-MIT				■		■				
2019	Harris County, TX	CDBG-DR/MIT			■	■			■	■	■	■
2019	Commonwealth of Puerto Rico	CDBG-DR	■	■	■	■	■		■	■	■	
2018	State of Florida DEO	CDBG-DR			■				■		■	
2017	State of Louisiana OCD	CDBG-DR			■				■		■	
2016	St. John's County, FL	CDBG-DR		■	■	■	■			■	■	■
2016	Lexington County, SC	CDBG-MIT	■	■	■	■	■	■		■	■	■
2015	Richland County, SC	CDBG-DR	■	■	■	■	■	■	■	■	■	■
2015	City of Houston, TX	CDBG-DR			■	■		■				
2013	NY/NJ DEP	CDBG-DR			■		■		■		■	

HUD Focus Areas



Action Plan Alignment

Annual action plans guide the actions and activities to be carried out each year to address each jurisdiction's priority needs and goals. In addition to carefully aligning our project activities with these stated goals, we have also helped multiple State-level clients develop their action plans.



Whole Community Recovery

HUD provides flexible funding to help communities recover. Tetra Tech engages local partners with deep roots in the communities we serve to help expand the impact of programming with equitable access for disproportionately impacted communities.



Hyperlocal Focus

We have helped our clients administer HUD programming at the State and local level. In all activities, we focus on engaging local partners, building local capacity, and returning positive impact to the community through both program activities and project outputs.



Long-term Solutions

Tetra Tech helps its partners design and deliver solutions that last. From resilient infrastructure to reducing repetitive losses, we help leverage HUD funding to shape long-term approaches to mitigate the immediate and future impacts of disasters.

CDBG Project Experience

Tetra Tech is a leading provider in recovery grant program management with contracts directly with the States of Connecticut, Florida, Missouri, New York, New Jersey, South Dakota, Texas, Vermont, and Virginia. Specifically, Tetra Tech has supported the planning, development, and implementation of community reconstruction and housing and economic recovery planning programs valued at more than \$10 billion post-Superstorm Sandy and \$2 billion post-Hurricane Harvey.

Throughout the course of the hundreds of grant management and disaster recovery projects that our staff has administered for state and local governments across the U.S., our team has developed a deep understanding of the HUD organization and other regulatory agencies' policies and procedures. This includes the provision of support and technical assistance to CDBG-DR/MIT awardees from Action Plan development through to final programmatic close-out. Senior team members also have significant CDBG experience, having as much as 23 years of experience in managing HUD CDBG funds for a variety of funding recipients through HUD's State and Entitlement programs. Tetra Tech has provided CDBG-DR/MIT support services for:

- New York Governor's Office of Storm Recovery (Hurricane)
- Hawaii County, Hawaii (Kilauea volcano)
- Dougherty County, GA (Tornadoes)
- St. Johns County, FL (Hurricane)
- Monroe County, FL (Hurricane)
- City of Marathon, FL (Hurricane)
- Lexington County, SC (Hurricane)
- Richland County, SC (Hurricane)
- Boulder County, CO (Landslides)
- Dauphin County, PA (Hurricane/Flooding)
- Puerto Rico/U.S. Virgin Island (Hurricane)
- Harris County, TX (Hurricane)

Tetra Tech has successfully completed more than 2,800 single and multi-jurisdictional mitigation projects for a broad range of clients and environments, from highly urbanized to predominantly rural, from coastal plains to mountainous watersheds, from cities with staffs and resources to villages having few or shared resources. These projects illustrate our successful ability to work with local governments, big and small, with varying degrees of capability.

Tetra Tech is familiar with all aspects of CDBG-DR/MIT program management and implementation including:

- Action Plan development and amendments
- Conducting unmet needs analysis
- Policy and procedure development and revisions
- Public outreach and engagement
- Data collection and analysis
- Project identification, eligibility review and prioritization
- Case management
- Procurement
- Labor compliance
- Environmental review
- DOB
- URA
- DRGR management and reporting
- Monitoring/audit support
- Fair housing
- Program close-out

Planning Expertise

Resilient Community Planning Program Support

Our team has been leading the industry in climate change, mitigation and resilience planning. For over 30 years, Tetra Tech has been at the leading edge of climate change analysis, from the conduct of scientific and policy assessments to performing services to develop and implement effective adaptation and mitigation solutions. We have worked at the regional, national, municipal, and local levels to develop site-specific analyses and strategic recommendations to improve the resiliency of communities and programs.

We developed first-generation climate change models, including the Global Carbon Cycling Model, and have supported flagship climate change pilot projects for several U.S. agencies, multilateral institutions, and national and state governments. Tetra Tech supports our clients in applying and streamlining the methodologies and implementing best practices from these projects. Tetra Tech has leveraged its tradition in engineering and environmental science to build a suite of tools and capabilities to help local and state jurisdictions address an uncertain future through climate change adaptation and resilience planning.

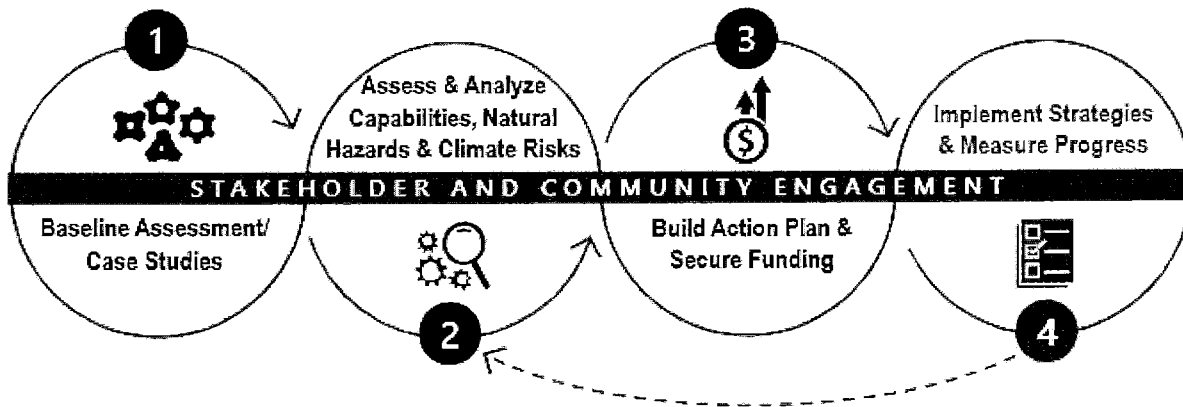
Tetra Tech is composed of an accomplished team of experts with demonstrated experience in vulnerability and risk assessments; mitigation and resilience planning; and adaptation planning. Our team provides the highest level of service in support of planning activities and financial management for implementation of projects that address future conditions that threaten the life safety and economy of citizens.

- ***Our team combines local knowledge with global climate expertise.*** We have assembled nationally recognized experts in their field to manage and serve as technical leads and advisors to contribute to this project.
- We bring lessons learned from decades of hazard mitigation and community planning ***to build and integrate climate adaptation options and increase the resiliency*** of communities.
- Our track record of successful public engagement to ***inspire ownership and implementation of focused community reconstruction and resiliency plans*** that supports a comprehensive and inclusive approach to this planning process.
- Tetra Tech has led or been engaged ***with 4 of the 10 projects from Rebuild by Design, a U.S. Department of Housing and Urban Development's (HUD) program*** to rebuild the Superstorm Sandy-impacted area and rebuild with science-driven approaches to long-term resilience. Similarly, our team members have led multiple efforts from HUD's National Disaster Resilience Competition. We have worked with multiple cities on their resilience strategies through the ***100 Resilient Cities Program***.

Our team not only provides PRDOH access to experienced emergency management and hazard mitigation planners but also a cadre of resilience and climate adaptation planners and specialists who consider the whole community and develop actionable projects and plans to increase long-term resiliency.

Resilient and Adaptation Planning Framework

Tetra Tech's approach is scalable and iterative – building capability and capacity at all levels.



Tetra Tech has supported communities in both blue-sky and post-disaster scenarios to prioritize mitigation and adaptation projects and evaluate and align the best funding sources (federal, state, regional, local, and private) for implementation to ensure our clients achieve their resilience goals. Our proposed team has written grant applications and performed thousands of benefit cost analyses and has secured millions of dollars to implement projects within the following categories:

- Structural Elevation and Retrofit
- Acquisition/Relocation/Demolition
- Stormwater Drainage Improvements
- Outfall Improvements
- Collection Systems/Pumping Stations
- Bulkheading and Tide-Check Valves
- Coastal Revetment
- Bank and Soil Stabilization
- Roadway Elevations
- Dam Spillway Improvement
- Bridge Hardening
- Levees and floodwalls
- Living Shoreline
- Seismic and Wind Retrofit
- Post-disaster Code Enforcement
- Safe Room Construction
- Green Infrastructure
- Co-Generation Facilities
- Landslide Mitigation
- Wet and Dry Floodproofing
- Back-up Power
- Wildfire Mitigation
- Harden Communication Systems

Emergency Management Support Services

In addition to a long history of supporting the federal government, military, and private sector, Tetra Tech stands out as the largest provider in the nation of emergency management services to state and local clients. This footprint provides exposure to best practices and lessons learned from the largest metro areas and urban centers, translating into innovative plans and preparedness/mitigation activities tailored to our client's needs.

In recent years, Tetra Tech has completed a wide range of actionable planning products in the following functional areas:

- ✓ Commodity Points of Distribution (C-POD)
- ✓ Comprehensive Emergency Management
- ✓ Community Rating System (CRS)
- ✓ Continuity of Government
- ✓ Continuity of Operations
- ✓ Debris Management
- ✓ Departmental Emergency Response
- ✓ Emergency Operations Center
- ✓ Emergency Operations
- ✓ Emergency Support Functions
- ✓ Evacuation Plan
- ✓ Family Assistance and Reunification
- ✓ Hazard Mitigation
- ✓ Logistics and Resource Management Plans
- ✓ Mass Care/Surge Capacity
- ✓ Medical Dispensing
- ✓ Pre-Disaster Recovery
- ✓ Reception Processing
- ✓ Regional Catastrophic
- ✓ Resilience
- ✓ Sheltering
- ✓ Standard Operating Procedures
- ✓ Threat and Hazard Identification Risk Assessments
- ✓ Threat/Hazard-Specific Plan
- ✓ Volunteer Management

To develop comprehensive planning documents, Tetra Tech uses the following approaches, either individually or in combination:

Scenario-based Planning

In the approach, Tetra Tech starts with building a scenario for a hazard or threat. Tetra Tech then analyzes the impact of the scenario to determine appropriate courses of action. This approach is most commonly used to develop planning assumptions, primarily for hazard or threat-specific plans or annexes.

Function-based Planning

Tetra Tech completes the following tasks in a function-based planning approach; identifies the common function to be performed; defines the function; identifies parties responsible for function's performance; and determines a course of action.

Capabilities-based Planning

This approach is scenario-to-task-capability and therefore is a combination of scenario- and function-based planning.

Tetra Tech believes that a successful planning process should be clearly organized and include multiple opportunities for stakeholder input. The outcomes should be clear and understandable to a reader who was not involved in the development process. For all planning projects, Tetra Tech implements the CPG-101 Planning Process. This proven model outlined in the six steps below allows for greater stakeholder input and

buy-in for the final product. Stakeholder involvement in the plan development process is key to the successful acceptance and implementation of any plan.

National Plan Development Process (NPDP) Model

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Planning through an Equity Lens

As residents look to government to support their needs before and after a disaster occurs, PRDOH must address the needs of the community and their most vulnerable and traditionally underserved populations in an equitable manner and view all mitigation, recovery, and emergency management plans, policies, and program through the lens of equity. We understand that disasters disproportionately affect underserved and historically marginalized communities, and as a society, we must actively work to ensure our entire communities are cared for and treated in an equitable manner with respect and sensitivity during times of crisis. The Tetra Tech team understands the critical importance of incorporating the needs of vulnerable and historically underserved populations into planning, training, and exercise programs so that their needs can be met before and after a disaster occurs. Tetra Tech is currently working with the State of Iowa to conduct a review of their plans, procedures, and programs to strengthen how it prepares for, responds to, and assists under-represented populations to recover from all types of disasters.

Tetra Tech's team has experience in conducting comprehensive community vulnerability assessments to identify and prioritize underserved areas for planning, response, mitigation, and community outreach through the lens of equity. Through our robust stakeholder and community engagement process, we are committed to leveraging existing community partnerships and resources to fully engage the community and understand community ties, using a Whole Community approach to effectively prioritize highest-risk communities and vulnerable populations to increase community resilience. This helps to determine and set policy needs and identify key areas for inclusion in plans and response procedures.

We understand the importance of whole community involvement in program development, including the vulnerable and historically underserved. By involving tribal nations, black, indigenous, and people of color, immigrants, refugees, economically challenged, people experiencing homelessness, and DAFN stakeholders (who directly depend on PRDOH's response and recovery support) in the planning process, Tetra Tech will support the comprehensive diversity and inclusion PRDOH seeks in the modern era of emergency management. Tetra Tech will host forums and outreach activities to meet people where they are. Additional virtual sessions will be available for those individuals with connectivity who do not want to gather during the

ongoing COVID-19 pandemic. The Tetra Tech team completed review of policies and procedures and prepared recommendations through the lens of equity for some high-profile agencies, including the **DC Metropolitan Police Department, University of Maryland School of Public Policy, United States Department of Labor, District of Columbia Government Cities of Service Task Force.**

Challenges and Successes Based on Prior Experience

Similar projects frequently encounter challenges and risks in the areas of environment, resources, management, and compliance. We have provided a detailed overview of these factors, as well as best practices to mitigate them, where requested in the Work Approach section of this proposal. Tetra Tech and our partners will leverage decades of prior experience overseeing and administering similar programs to help PRDOH and its Subrecipients avoid common pitfalls in program delivery.

Common Risk/Challenge Areas

ENVIRONMENT	RESOURCES	MANAGEMENT	COMPLIANCE
<ul style="list-style-type: none">• Weather Conditions• Limited Road Access• Constrained/Narrow Sites	<ul style="list-style-type: none">• Developing a Skilled Workforce• Material/Supply Chain Interruptions• Under- or Over-staffing	<ul style="list-style-type: none">• Planning• Coordination across Agencies• Applicant Subcontract Policies• Late Addition of Key Subcontractors	<ul style="list-style-type: none">• Compliance for Existing Systems• Duplication of Benefits

Learn more about Tetra Tech's proposed solutions to mitigate these challenges in the Work Approach section of this proposal.

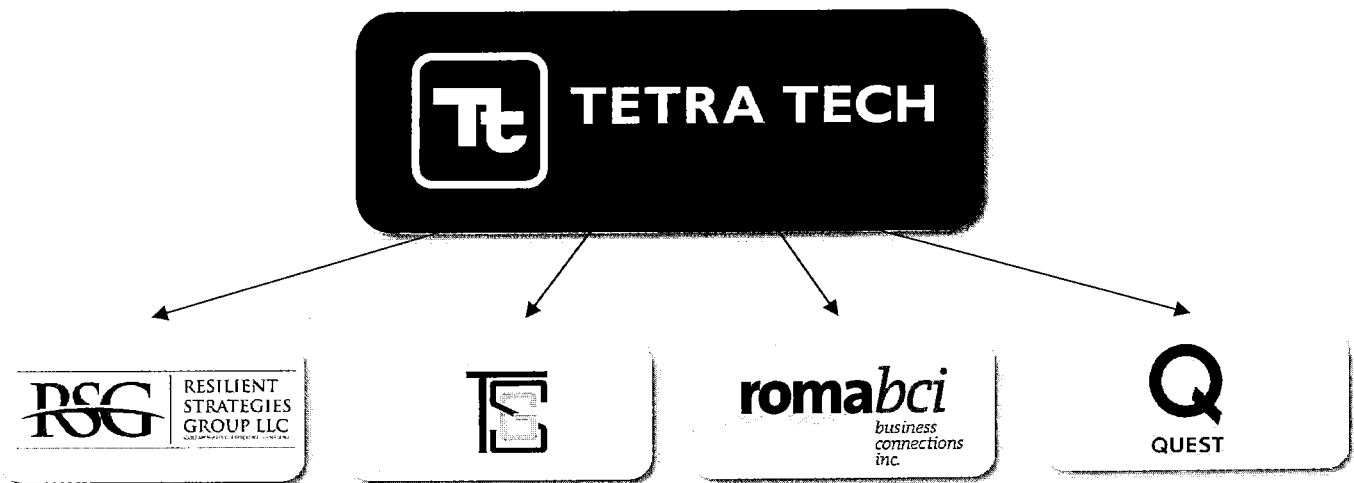
About Our Team

Joining Tetra Tech are four local subcontractors that specialize in specific areas relevant to the proposed scope of work. A brief description of each firm appears below. **As requested in PRDOH's request for proposal, we have provided additional documentation from our first-tier subcontractors at the end of this document.**

We are adept and experienced in managing the availability of and access to needed personnel on disaster management projects, which requires simultaneous performance of multiple task orders by multiple companies, often at multiple locations. Personnel from each company assigned to a Task Order will work together as one under Tetra Tech's single Task Order organization toward a common set of performance goals. Each participating subcontractor will perform as an integral team member to provide the diverse resources and flexibility this contract demands.

Tetra Tech has worked with the subcontractors provided as our proposed team on other engagements and has identified these individuals intentionally, as we feel the overall team supports the goals and scope of the program. Tetra Tech does not intend to provide a group of companies to PRDOH, but an intentionally created team to add value and provide Technical Assistance to PRDOH as one holistic team.

Tetra Tech Teaming Organization



Resilient Strategies Group (RSG)

Resilient Strategies Group (RSG) is a company that specializes in creating and refining process and programmatic strategies for both the private and public sector. It has a strong reputation for developing cross-functional and multidisciplinary teams. The company's experience with disaster recovery is comprehensive and diverse.

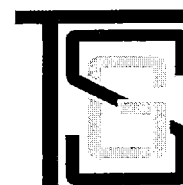


**RESILIENT
STRATEGIES
GROUP LLC**
COLLABORATIVE EFFICIENT RESILIENT

RSG has a record of streamlining programs, and has successfully created and/or improved processes, policies and procedures for multiple grantees. In the private sector, his company has been both a consultant for the grantee and a consultant for the construction manager. RSG has helped kick start or improve programs in New York City, Louisiana, New Jersey, Florida, and Puerto Rico. Although RSG has its roots in long-term disaster recovery, it can also help in the general areas of government, process management, process improvement, staff augmentation, grant management, and enterprise systems.

TSG Caribbean Services, LLC

TSG Caribbean Services is a minority-owned business with a core focus on program management services. The executive team has been involved in program management (PM) and construction management (CM) projects since 1982. TSG has performed work in the southeast region of the United States and Puerto Rico worth more than \$650 million. Their firm is based in Aguadilla, Puerto Rico with satellite locations in Rio Grande, PR and New Orleans, LA.



TSG manages disaster relief and reconstruction projects after disaster events. The management of temporary housing solutions for those displaced due to natural disasters is one of the areas they specialize in. They understand the state of vulnerability that the residents are in and the importance of making them feel safe. Therefore, they strive to always treat them with compassion and respect.

TSG is a first-tier subcontractor on the PRDOH R3 Rebuild Program in Puerto Rico with two of the program management teams. The island is divided into four regions for all the housing rebuild efforts and TSG Management Services is responsible for developing and implementing the milestone construction inspections activity for all housing rehabilitation projects in the Northwest region of the island. It is anticipated that over 5,000 homes will be rebuilt or repaired in that region of the island alone. Additionally, their program management teams' area has expanded to include the Southwest region of the island because of the excellent services they have been providing in their assigned region. Currently, TSG is also working in Kentucky as part of the recovery efforts from the tornadoes in December 2021, and the floods in July 2022 that impacted the surrounding counties.

TSG historically has had successful working relationships with federal, state, and local government agencies assisting in the aftermath of hurricanes such as Katrina, Ike, Harvey, Ida and in Puerto Rico with Hurricane Maria. They maintain

A- rated insurance coverages and meet all insurance requirements for working in Puerto Rico. They are DBE certified by the Louisiana Department of Transportation (LADOT), Hudson Initiative certified # 19281, HubZone Certified and registered with SBA as a DBE.

RomaBCI

RomaBCI is the result of a lifetime of achievements of its founder Rosana Roig. Rosana began her career working in public relations and federal funding for the Mayor of San Juan, then worked for the prestigious firm BCW (then Burson Masteller) where she managed clients like ITT, Merrill Lynch, Pfizer, and Apple. Since its foundation, RomaBCI has had one simple purpose: client satisfaction, which is at the core of everything the company does. Over the past 30 years, the company has successfully provided public relations, government affairs, crisis management, community outreach, and event planning to hundreds of clients with consistent success.



Anticipating, analyzing, and interpreting public opinion, attitudes, and issues that might impact, for good or ill, the operations and plans of their clients is the first step to providing their services. RomaBCI provides counsel management at all levels in the organization about policy decisions, courses of action, and communication, considering their public ramifications and the organization's social responsibility.

RomaBCI assists its clients to influence or change public policy by setting objectives, planning, budgeting, recruiting, training staff, and developing facilities.

Quest Business Development and Finance LLC

Established in 2017, Quest is dedicated to helping clients navigate the bureaucratic process of disaster recovery. Their Group delivers start-to-finish solutions for public and private clients that need to combine a group of services including, grant administration, data collection, data storage, engineering, and technical services in a time-sensitive and very strict regulatory compliance climate. Their services have been employed in a variety of markets including Government, Commercial, Manufacturing, Energy, Transportation, and Information Technology.



Quest has customized its corporation's knowledge and a broad range of specialties to support Federal, State and Local governments improve Resilience and Sustainability to comprehensively respond to and recover from Natural, Man-Made, and Environmental Disasters. For over 5 years, Quest's team has utilized their diverse specialization and unparalleled experience to provide a holistic approach to a community's pre- and post-disaster needs. They have demonstrated successful experience within Government Agencies including, FEMA, HUD, Autoridad de Asesoría Financiera y Agencia Fiscal, the Department of Energy, the Department of Commerce, the Department of Health, The Department of Correction, and several municipalities and not-for-profit organizations.



ATTACHMENT B

SCOPE OF SERVICES

Request for Proposals

Policy and Regulation Assessment Services for Mitigation and Adaptation Policy Support (MAPS) Program Community Development Block Grant – Mitigation Puerto Rico Department of Housing CDBG-MIT-RFP-2023-01

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1 Introduction and Overview

The Puerto Rico Department of Housing (**PRDOH**) administers various grants as a result of allocations made by the U.S. Department of Housing and Urban Development (**HUD**) as part of the Community Development Block Grant (**CDBG**) Program. These grants can be divided into two major groups, those aimed at disaster recovery (**CDBG-DR**) and those funds destined for mitigation activities (**CDBG-MIT**).

The CDBG-DR grants address Puerto Rico's long-term recovery efforts, restoration of housing, infrastructure, and economic revitalization in distressed areas following a disaster. CDBG-MIT funds are aimed at activities that increase resiliency to disasters and reduce long-term risks of loss of life, injuries, damage to and loss of property suffering and hardship by reducing the impact of future disasters.

The PRDOH, while administering HUD funds, may receive allocations for the recovery and mitigation following future disasters on the Island. These include damages caused by Hurricane Fiona, major floods that occurred during 2022, and any other future disasters. Therefore, PRDOH reserves the right to amend any contract(s) resulting from this procurement process to include services under any fund allocation presently administered and/or that may be administered by PRDOH.

This document defines the **Policy and Regulation Assessment Services** tasks that the Selected Proposer(s) must perform in order to support PRDOH in the implementation and administration of the MAPS Program under the CDBG-MIT Program. A detailed description of the CDBG-MIT Program is included in the Action Plan approved by HUD. A complete copy of the CDBG-MIT Action Plan is available at <https://cdbg-dr.pr.gov/cdbg-mit/>. Each Proposer(s) is responsible to review requirements for the CDBG-MIT programs and take awareness of the eligible projects allowed under MAPS Programs.

The PRDOH aims to contract, at its discretion and in the best interest of the overall programs' implementation, one (1) or more firm(s) to provide the services of Policy and Regulation Assessment Services as determined by PRDOH, under the CDBG-MIT grant(s) for a performance period of **eighteen (18) months with the optional contract extension of one (1) additional term of eighteen (18) months**, upon mutual written agreement of the parties. If multiple firms are contracted, the Selected Proposer(s) shall work in a combined arrangement in the best interest of the overall program to implement a timely and cost-efficient management structure.

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

2 Mitigation and Adaptation Policy Support Program (MAPS)

As described in the PRDOH CDBG-MIT Action Plan, the MAPS Program builds on information related to policy needs across the archipelago of Puerto Rico collected through the stakeholder engagement process during the Action Plan drafting, the Disaster Recovery Planning Programs, including the Municipal Recovery Planning (**MRP**) Program, and the Whole Community Resilience Planning (**WCRP**) Program. It shall also utilize, as it becomes available, the information collected under the CDBG-DR Puerto Rico Geospatial Framework (**GeoFrame**) Program, the CDBG-MIT Planning and Capacity Building (**PCB**) Program, and the CDBG-MIT Risk and Asset Data (**RAD**) Collection Program.

Mitigation and Adaptation policy support makes use of policy, building code, land use plans, zoning, and planning and capacity building interventions to enhance local jurisdictional and community ability to prepare and plan for, avoid, absorb, recover from, and more successfully adapt to potential risk from hazardous events. The evaluation of social structures, such as policy and governance of the different development patterns in Puerto Rico, shall be based on the geographically based Risk Assessment completed and made available to the public, which yields an increased understanding of risk to integrate and align local, state, and federal policies that impact mitigation and long-term resilience in Puerto Rico.

A comprehensive policy analysis shall consider multi-hazard mitigation policy changes to create a policy framework that increases the adaptive capacity of local jurisdictions and neighborhoods including but not limited to:¹

- Limiting (regulating) and preventing development in high hazard areas such as: using conservation easements to protect environmentally significant portions of parcels from development; acquiring hazardous areas for conservation or restoration as a functional public park or natural mitigation asset; and/or acquiring safe sites for public facilities (e.g., schools, police/fire stations, etc.).

¹ FEMA. Mitigation Ideas for Natural Hazards. June 2017. Accessed at:
https://www.fema.gov/sites/default/files/2020-06/fema-mitigation-ideas_02-13-2013.pdf

- Adopting development regulations in hazard areas such as: requiring setbacks from hazardous areas such as shorelines, steep slopes, or wetlands; requiring conditional or special use permits for the development of known hazard areas; adopting impervious cover limits; offering expanded development rights to developers/businesses for performing mitigation retrofits; and/or incorporating restrictive covenants on properties located in known hazard areas.
- Limiting density of development in high hazard areas such as: increasing minimum lot size for development; designating agricultural use districts; ensuring zoning ordinance encourages higher density outside of high risk areas; requiring clustering for planned unit developments in the zoning ordinance to reduce densities in known hazard areas; establishing a local transfer of development rights (**TDR**) program for risk in known hazard areas; and/or establishing a process to reduce densities in damaged areas following a disaster event.
- Strengthening land use regulations to reduce hazard risk through activities such as: using bonus/incentive zoning to encourage mitigation measures for private land development; using conditional use zoning to require mitigation measures for private land development; establishing a process to use overlay zones to require mitigation techniques in high-hazard districts; adopting a post-disaster recovery ordinance based on a plan to regulate repair activity; adopting environmental review standards; and/or incorporating proper species selection, planting, and maintenance practices into landscape ordinances.
- Supporting local adoption and enforcement of building code and inspections to help ensure buildings can adequately withstand damage during hazard events such as: adopting locally the requirements of Puerto Rico Codes 2018² standards and appropriate International Residential Code (**IRC**); incorporating higher standards for hazard resistance in the local application of the building code; considering the orientation of new development during design (e.g., subdivisions, buildings, infrastructure, etc.); establishing moratorium procedures to guide the suspension of post-disaster reconstruction permits; and/or establishing "value added" incentives for hazard-resistant construction practices beyond code requirements. Creating local funding mechanisms to leverage resources through measures such as: establishing a local reserve fund for public mitigation measures; using impact fees to help fund public hazard mitigation projects related to land development (e.g., increased runoff); requiring a development impact tax on new construction to mitigate the impacts of that development; recruiting local financial institutions to participate in "good neighbor" lending for private

² Puerto Rico Codes 2018, Regulation No. 9105 can be found here:
<http://app.estado.gobierno.pr/ReglamentosOnline/Reglamentos/9105.pdf>

mitigation practices; and/or providing a local match to federal funds that can pay for private mitigation practices. Utilize incentives and disincentives to promote hazard mitigation through measures such as: using special tax assessments to discourage builders from constructing in hazardous areas; using insurance incentives and disincentives; providing tax incentives for the development of low-risk hazard parcels and to encourage infill development; waiving permitting fees for home construction projects related to mitigation; using tax abatements, public subsidies, and other incentives to encourage private mitigation practices; and/or reducing or deferring the tax burden for undeveloped hazard areas facing development pressure.

2.1 MAPS Program Supporting Entities Review Coordination

The MAPS Supporting Entities may be multi-sector and multidisciplinary organizations that may include government and the private non-profit sector, among other eligible entities. The purpose is for each entity to contribute its expertise according to their field. The MAPS Supporting Entities may advise, assist, and align PRDOH and the Program vendor(s) in the implementation of a comprehensive work plan to achieve the MAPS Program outcomes. Deliverables from the Program vendor(s) may be reviewed by the MAPS Supporting Entities and shall be submitted to PRDOH to be reviewed and confirmed by the MAPS Board.³

The Program vendor(s) shall work with MAPS Supporting Entities and the PRDOH MAPS Board (See **Figure 1: MAPS Board, MAPS Supporting Entity, and Vendor Roles**).

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³ The MAPS Board is a governing body, appointed to serve during the Program's life. Its members and internal committees will be appointed by the PRDOH Disaster Recovery Deputy Secretary. The MAPS Board is responsible for Program decision-making and for the oversight of Program development.

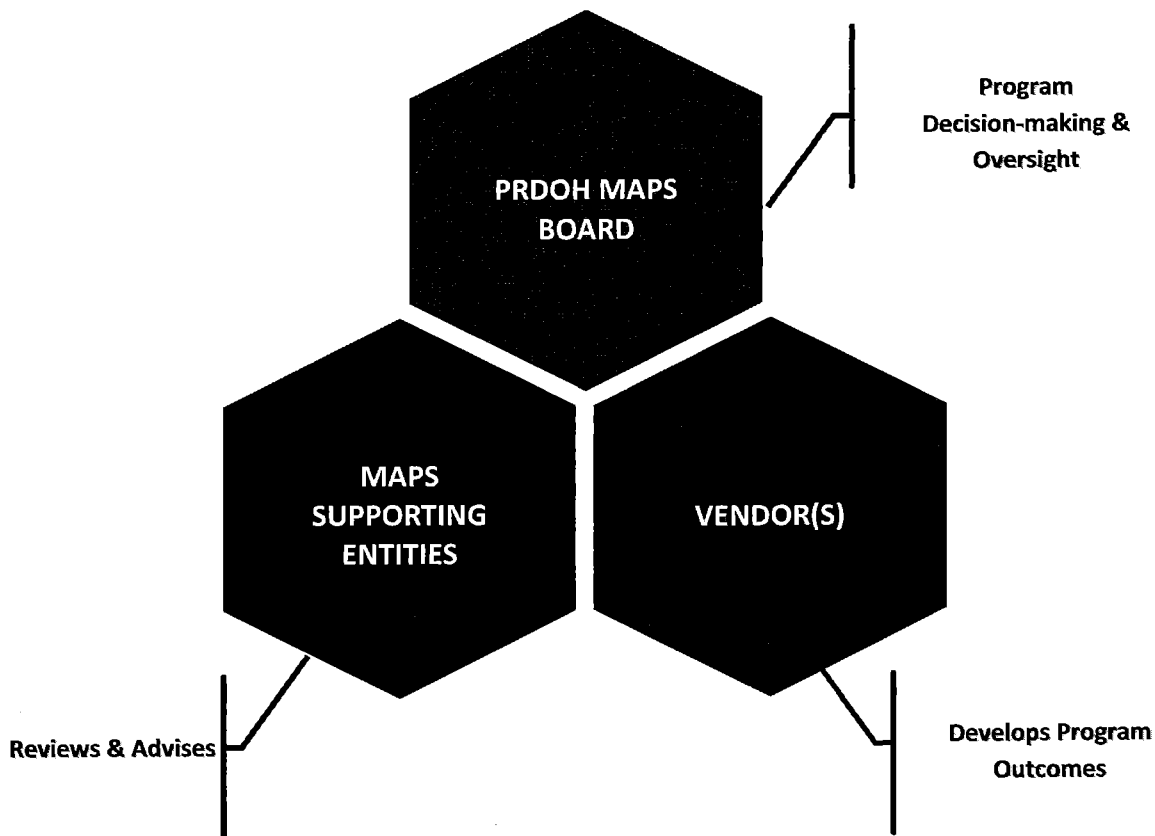


Figure 1: MAPS Board, MAPS Supporting Entity, and Vendor Roles

3 Staff Requirements, Experience, and Qualifications

3.1 Staff Requirement

Selected Proposer(s) shall have or will secure, at its own expense, all personnel required to perform the services under the MAPS Program Planning Vendor contract. The Program Key Staff must be ready to begin working within **fifteen (15) days** after the contemplated contract execution date and may be working throughout the contract term. The Selected Proposer(s) must coordinate the availability of the Program resources with PRDOH before commencing work. Selected Proposer(s) must ensure that all services are performed by professionals with the proper, professional licenses, qualifications, skills, and experience necessary to perform such services, according to applicable federal and local rules and regulations.

Key Staff will require PRDOH revision if a change of personnel is needed. Therefore, any service performed by Key Staff without PRDOH's written authorization cannot be invoiced and will not be reimbursed. The PRDOH reserves the right to request the removal of any staff not performing to PRDOH's expectations.

3.2 Staff Experience and Qualifications

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

The Proposer should demonstrate that the staff or subcontractor's staff have the educational background and the necessary experience and knowledge to successfully implement and perform the services. PRDOH expects the Selected Proposer(s) to provide competent and fully qualified staff that are authorized or permitted under federal, state, and local law to perform the scope of services under the contract.

PRDOH provides a list of the recommended qualifications and experiences considered for the execution and completion of the requested services. This should not be considered an exhaustive list of all necessary qualifications, but a description of PRDOH's expectations and assumptions of expertise needed for the Policy and Regulation Assessment Services for MAPS Provider(s). Proposers are expected to identify, present, and suggest the Key Staff with the technical qualifications and experience that best meet the needs detailed in the Services section within this scope. Proposers should consider the following list as a reference and not as a list of requirements:

- In-depth knowledge and experience with Legal and regulatory analysis.
- Knowledge of the legal and regulatory framework of Puerto Rico Government entities related to planning, permitting, inspection processes, and adjudicative process.
- Knowledge of the legal and regulatory framework of Puerto Rico Municipalities' powers and faculties, related to planning regulation, permits, and Puerto Rico Municipal Code among others.
- Experience in the development and guidance of Best Practices on regulatory or policy-oriented methods to enhance resilience, model ordinances, regulatory tools, trend identification, relocation policies for at-risk communities, and increase access to insurance on Municipal, Government of Puerto Rico, and Federal levels.
- Knowledge and experience with Federally funded Programs.
- Proficiency in land use plans, zoning codes, building code best practices, and resilience standards in construction.
- Knowledge in development of public policy recommendations stemming from a policy assessment process.
- Experience in work related to the fields of environmental sciences, environmental protection, or the application of environmental laws and

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regulations for complex projects.

- Knowledge of federal and local environmental laws, coastal laws, and regulations.
- Experience overseeing different licensed professionals such as, but not limited to planners, architects, lawyers, surveyors and/or other professions as deemed necessary by the proposer to reach Program expected goals.
- Knowledge in researching, collecting, and organizing legal and policy related information for preparation of programmatic documents such as reports, manuals, guides, plans, and proposals.
- Experience supporting similar programs daily operations and staff management.
- Proficient in preparing and formatting technical reports, legal analysis documents, presentations, letters, and memorandums.
- Experience in filing, classifying, organizing, cataloguing, and control of the distribution, access, and format of program records and documents.
- Experience in supporting public engagement activities such as, but not limited to governmental, non-governmental, and professional entities, municipalities, as well as citizens.

3.3 Organizational and Staffing Plan

The Proposer shall submit to the PRDOH an organizational chart detailing the proposed resources (whether employed by the Proposer or a subcontractor) who shall perform any services required for the implementation of the tasks detailed in this Scope of Services. The Proposer's organization and staffing plan shall specifically include the required number of personnel, role and responsibilities, name of the resource(s) or subcontractor(s), resume or professional information, their planned level of effort, their anticipated duration of involvement, and their on-site availability.

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

4 Policy and Regulation Assessment Services

The Selected Proposer(s) may be required to coordinate with other firm(s), contracted by the PRDOH that will be providing services regarding CDBG-DR and CDBG-MIT Programs. The Selected Proposer(s) must study and get familiarized with both disaster recovery and mitigation programs to have a clear understanding of PRDOH's

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expectations.

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

The Scope of Services presented is based upon circumstances existing at the time the RFP is released. PRDOH reserves the right to modify or delete the tasks or sub-tasks listed and, if appropriate, add additional tasks prior to and during the term of the contemplated contract.

4.1 Services

The Policy and Regulation Assessment Services for MAPS Program will be broken into the following tasks, deliverables, and activities.

Task A: Analysis of Existing Policy Framework

Subtask A.1: Background Research and Baseline Conditions

- Identify all relevant existing Puerto Rico's state and municipal policy framework and conduct initial review. This research shall include laws, bills, Incentive Codes, jurisprudence, regulations, administrative procedures, public agencies' plans, legal review publications, community or small area plans, hazard mitigation plans, strategic plans, Investment Programs, economic development, infrastructure and/or housing plans, environmental or coastal plans, building code, land use plans, and zoning, as deemed relevant.
- Conduct an overall assessment of the identified CDBG-MIT Action Plan Lifelines including but not limited to official statistics, existing survey results, and quality research reports, journal, and newspaper articles on the following areas: economic, environmental, infrastructure and housing information.
- Any other services as required by PRDOH.

Deliverable(s):

One (1) written report and/or other types of databases or program files related to the activities outlined in the Task.

Subtask A.2: Policy Assessment of Risk and Vulnerability identified within the CDBG-DR and CDBG-MIT Action Plans.

- Collect, compile, and categorize existing Laws, Bills, Regulations, legal documents, datasets, or any others document as deemed relevant with the identified CDBG-MIT Action Plan Lifelines to harden and modernize the built environment (i.e., the technological systems) to withstand hazardous events.

Deliverable(s):

One (1) preliminary report of the identified CDBG-MIT Action Plan high-level risk and vulnerability assessment evaluation.

One (1) Preliminary Digital Database with the collection and indexing of the information determined in Task A: Analysis of Existing Policy Framework. Indexing must include the logical and detailed inventory, with classifications and organization of all documentation as requested by PRDOH. Specific requirements of the submission, such as contents, file type, document type and format, paper size, font type and size, logos, etc. must be presented, discussed, and coordinated before submission preparation.

Task B: Gap Analysis and Collection of Additional Information

Subtask B.1: Gap Analysis

- Identify and develop a comprehensive list of information and/or studies that may be required to fully assess and analyze the identified policies, incentives codes and regulations, procedures, but which are not represented in the preliminary report of the identified CDBG-MIT Action Plan high-level risk and vulnerability assessment evaluation. This list should be reasonable in its scope and is subject to prior approval.
- Any other services as required by PRDOH.

Deliverable(s):

One (1) high-level data gap analysis report.

Subtask B.2: Collect necessary information.

- Upon completion of Task A: Analysis of Existing Policy Framework, identify and implement a strategy to collect the information identified in the Gap Analysis report. All data, information and studies will be the property of PRDOH and will be shared with other relevant entities.

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- o Any other services as required by PRDOH.

Deliverable(s):

One (1) Revised Digital Database with the collection and indexing of the information determined in Task B: Gap Analysis and Collection of Additional Information (Subtask B.1: Gap Analysis). Indexing must include the logical and detailed inventory, with classifications and organization of all documentation as requested by PRDOH. Specific requirements of the submission, such as contents, file type, document type and format, paper size, font type and size, logos, etc. must be presented, discussed, and coordinated before submission preparation.

Task C: Public Engagement Coordination

Subtask C.1: Legal and Policy Framework Stakeholder Profile

- o Provide support and feedback as requested by the PRDOH and in coordination with the PRDOH MAPS Board, Program Subrecipient or Supporting Entity(ies). The Selected Proposer(s) will assist in the development of a Stakeholders profile for the project. PRDOH will monitor and report activities that require stakeholder engagement in compliance with CDBG-DR and CDBG-MIT program guidelines, policies, and regulations.

Subtask C.2: Communications and Messaging

- o As requested by the PRDOH, provide support and feedback, necessary for the development of communications and messaging strategies for public engagement.

Deliverable(s):

Develop an electronic file submission of all information requested by the PRDOH in support of MAPS Public Engagement Coordination Activities.

Task D: Public Report Development

Subtask D.1: Develop Vision, Goals, Objectives, and Activities

- o Identify vision, goals, objectives, and activities that are necessary to enhance existing policy that will enable local jurisdictional and community ability to prepare and plan for potential risk from hazardous events. These must be tied to the Action Plan and MAPS Program Guidelines and aligned to mitigation and recovery programs as well as the Analysis of Existing Policy Framework.

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- Areas of emphasis could include, but are not limited to:
 1. Limiting (regulating) and preventing development in high hazard areas,
 2. Adopting existing development regulations in hazard areas,
 3. Limiting density of development in high hazard areas,
 4. Strengthening land use regulations to reduce hazard risk,
 5. Supporting local adoption and enforcement of existing building code and inspections to help ensure buildings can adequately withstand damage during hazard events. Creating local funding mechanisms to leverage resources. Utilize incentives and disincentives to promote hazard mitigation through measures such as:
 - a. Using special tax assessments to discourage builders from constructing in hazardous areas, using insurance incentives and disincentives.
 - b. Identified existing tax incentives for the development of low-risk hazard parcels and to encourage infill development,
 - c. Waiving permitting fees for home construction projects related to mitigation,
 - d. Using tax abatements, public subsidies, and other incentives to encourage private mitigation practices,
 - e. and/or reducing or deferring the tax burden for undeveloped hazard areas facing development pressure.

Deliverable(s):

One (1) Report that includes the identified vision, goals, objectives, and activities that are necessary to enhance existing policy that will enable local jurisdictional and community ability to prepare and plan for potential risk from hazardous events.

Subtask D.2: Develop potential strategic initiatives and/or Public Policy Recommendations

- In coordination with the PRDOH and the MAPS Subrecipients or Supporting Entity(ies), identify potential strategic initiatives and/or Public

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Policy recommendations, with outcomes that support the long-term recovery through the identification of mitigation activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters.

- o In coordination with the PRDOH and the MAPS Program Subrecipients or Supporting Entity(ies), identify and describe a suite of Best Practices related to Mitigation Planning, and Programs that are applicable to the goals and vision of the identified area. Examples of existing best practices to be included are relocation of at-risk communities, land use restrictions, and ordinances to support actions that promote an increase in hazard insurance coverage.

Deliverable(s):

One (1) Report on the analysis of the identified potential strategic initiatives and/or Public Policy recommendations, proposed Best Practices related to Mitigation Planning, and Programs initiatives to strengthen mitigative and resilience impact, and other final recommendations, as well as, potentially, a Scenario Analysis that examines in further detail the mitigative efficacy of the identified potential strategic initiatives and/or Public Policy recommendations, and a compilation of regulations that may apply to any proposed strategic initiatives.

Subtask D.3: Develop Implementation Strategy

- o Identify recommended, policies, programs, or other action items based on achievability, feasibility, effectiveness, and funding availability for discussion with the MAPS Program Subrecipient or Supporting Entity(ies) and further view and the approval of the PRDOH MAPS Board.
- o Develop a phased approach to implementation of a Policy Toolbox for:
 1. Model ordinances,
 2. Regulatory tools,
 3. Trend identifications,
 4. Relocation policies for at-risk communities,
 5. Increase access to insurance and,
 6. Recommended course of actions.
- o Phases should include immediate, short, medium- and long-term, policies, programs, or other action items.

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- Particular emphasis should be given to policies, programs, or other action items that can be funded through other CDBG-MIT programs, as described in the CDBG-MIT Action Plan.
- Identify and provide additional information necessary to understand achievability and feasibility of identified policies, programs, or other action items.
- Develop fiscal impact statements, cost analyses, and identify budgets and funding sources for policies, programs, or other action items identified in the Implementation Strategy.
- Develop a strategy to engage with MAPS Program's Subrecipients, Supporting Entity(ies) and other program partners to support implementation of the MAPS Program recommended activities.

Deliverable(s):

One (1) draft Implementation Strategy which contains the above-mentioned information in this Task, and which clearly defines the steps necessary to implement the MAPS Public Report and Policy Toolbox Development. The implementation strategy should focus on leveraging resources from other CDBG-MIT programs, as defined in the Action Plan, and provide clear prioritization of policies, programs, or other action items. Also, the Policy Toolbox will include a collection of best practices regarding Mitigation Planning Programs, hazard concerns, existing ordinance models and regulatory tools to address issues found.

Subtask D.4: Final Public Report

- In coordination with the PRDOH MAPS Board and the Program Subrecipient or Supporting Entity(ies), develop a public-facing Public Report. This report will detail the Policy Framework analysis and recommendation, Policy Toolbox for model ordinances, procedures, regulatory tools, trend identifications, relocation policies for risk communities, increase access to insurance and, ordinances regulatory tools, process work as well as the development of recommendations stemming from this process. The report will discuss the particulars facing the specific policy.

Deliverable(s):

One (1) final Public Report that will provide the details of the MAPS Policy and Regulation Assessment Services tasks process made on Task D (Public Report Development) and their referenced subsections.

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Task E: Monitoring, Reporting, and Compliance

Subtask E.1: Program Reporting, Monitoring and Compliance, and Required Monthly Reports

- The Policy and Regulation Assessment providers will be responsible for ensuring compliance with schedules, budgets, milestones, and deliverables, and may be asked to perform QA/QC functions.
- Provide milestone reporting as defined by the PRDOH. Provide the PRDOH with project progress reports on demand, as well as access to the project management system for PRDOH to monitor the project.
- Report on information that includes project activity deemed critical by the PRDOH.
- Compile and review information necessary to prepare reports required under HUD regulations.
- Preparation and timely submission of monthly reports to inform on progress and status of deliveries and milestones, monitoring and compliance results for each phase/task performed in the development of the Program. The outline template of monthly reports will be established by the PRDOH after this RFP is awarded.
- Prepare any weekly, biweekly, monthly, or special reports required to inform progress, performance, and status of deliverables and milestones, monitoring and compliance results for each task performed throughout program implementation, as requested by PRDOH.
- Work with PRDOH to prepare written reports and analysis and contribute to the preparation of a broad range of policy documents, Action Plan, and other materials regarding the assessment and implementation of programs and projects.
- Stay abreast of requirements and maintain all program documentation as required by HUD and PRDOH.
- Provide workload and production projections and other requested reports to PRDOH.

Deliverable(s):

Include Monthly reports and any other requested information to inform on progress and status of deliverables and milestones and compliance results for each phase/task performed in the development of the Program.

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Task F: Coordination

Subtask F.1: Coordination with PRDOH and other MAPS Entities

- Coordinate with the PRDOH MAPS Board and the Program Subrecipient or Supporting Entity(ies) as needed. This could include working closely with PRDOH MAPS Board, Program Subrecipient or Supporting Entity (ies) to implement program activities or identify methods that PRDOH and other governmental agencies can use to maximize and leverage program efforts.
- Coordinate with other initiatives or efforts as needed. This could include coordination with programs under CDBG-DR and/or CDBG-MIT Portfolios, and others as identified.

Deliverable(s):

Include quarterly reports of ongoing coordination efforts to the PRDOH MAPS Board, Program Subrecipient or Supporting Entity(ies) and stakeholders.

Task G: Document Control and Management

Subtask G.1: Document Control, Management, and Storage

- Store, archive, and retrieve physical documents and electronic images of all paper documents, correspondence, training material, and policies and procedures in a secured data warehouse in accordance with HUD regulations and requirements in coordination with PRDOH System of Record requirements.
- Provide sufficient, appropriate document control and management to meet the financial and documentation requirements for CDBG-MIT and CDBG-DR grants.
- Make provisions for the delivery of complete and auditable systems of record upon which PRDOH can rely to retain, update, and extract data.
- Any other task necessary for proper document control management.
Note: PRDOH will not pay for any work not documented in the PRDOH system of record.

Deliverable(s):

Stakeholder Engagement Reports, Progress Reports, Program approach report and presentation, Workplan, Meetings Summaries, Training and Capacity Building Report, Electronic and physical documents archive. The Selected Proposer must upload this submission to the required, secure location. Specific requirements of

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

Task H: Closeout

- The Selected Proposer(s) must comply with the review of information in PRDOH's system of record to successfully complete Closeout and receive the project closeout letter. Closeout includes the completion of all required documentation (forms, templates, checklists, etc.) and backup, in compliance with PRDOH's guides, policies and regulations for the administrative Closeout of the contract. PRDOH will evaluate all documentation submitted by the Selected Proposers and will validate the Completeness of the submission before issuing the final Closeout approval.

Deliverable(s):

Complete PRDOH's closeout process using the PRDOH's system of record - The Selected Proposer(s) must complete and get approval of PRDOH to complete the closeout process and receive the closeout letter.

5 Special Services

The MAPS Program comprises a wide variety of policies. Applicable policies including laws and regulations, plans, strategies under federally funded programs may require the review for the elaboration of the corresponding measures to develop MAPS and other CDBG-DR and CDBG-MIT activities.

As requested by PRDOH, the Selected Proposer(s) must consider the following activities as part of Special Services:

- Serve as a Consultant on State and Municipal policy and regulatory issues.
- Serve as a Consultant on federal policy and regulatory issues.
- Make provisions for various white papers, explanations, and opinions on an as-needed basis.

6 Deliverables Schedule

The Selected Proposer(s) shall be responsible for completing, at a minimum, the activities outlined in this Scope of Services. Selected Proposer(s) must be prepared to commence

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these services **within fifteen (15) days** upon contract execution, at the direction of PRDOH and complete them no more than **eighteen (18) months** after commencement.

Table 1 Maximum Deliverable Time Schedule and Total Allocated time:

Eighteen (18) months period Tasks	Deliverables Estimated Completion Time Upon Contract Execution
Task A: Analysis of Existing Policy Framework	Within the first six (6) Months
Task B: Gap Analysis and Collection of Additional Information	Starting on month three (3) and finalizing on or before month eight (8) (This task is concurrent with Task A: Analysis of existing Policy Framework)
Task C: Public Engagement Coordination	Upon request by PRDOH Communications Division during the performance period of eighteen (18) months
Task D: Public Report Development	Starting at month six (6) and finalizing on or before month eighteen (18)
Task E: Monitoring, Reporting and Compliance	During the performance period of eighteen (18) months
Task F: Coordination	During the performance period of eighteen (18) months
Task G: Document Control and Management	During the performance period of eighteen (18) months
Task H: Closeout	No later than ninety (90) calendar days after the end date of the performance period.

7 SAM Registry

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

8 PRDOH Reservation of Rights

The PRDOH reserves the right, without limitations, to:

- i. Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed to be in its best interests.
- ii. Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- iii. Cancel this solicitation and reissue the RFP or another version of it, if it deems that doing so is in the best interest of the Public Interest.
- iv. PRDOH shall have no obligation to compensate any Selected Proposer(s) for any costs incurred in responding to this RFP.
- v. To reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to, if:
 - 1) Funding is not available.
 - 2) Legal restrictions are placed upon the expenditure of monies for this category.
 - 3) PRDOH's requirements in good faith change after the award of the contract.
- vi. Make an award to more than one Proposer based on ratings.
- vii. To require additional information from Selected Proposer(s) to determine the level of responsibility.
- viii. To contact any individuals, entities, or organizations that have had a business relationship with the Selected Proposer(s), regardless of their inclusion in the reference section of the proposal submittal.
- ix. In the event any resulting contract is prematurely terminated due to nonperformance and/or withdrawal by the Contractor, PRDOH reserves the right to:
 - 1) seek monetary restitution (to include but not limited to withholding of monies owed or the execution of the payment and performance bond) from the Contractor to cover costs for interim services and/or cover the difference of a higher cost (difference between terminated Contractor's rate and new company's rate) beginning the date of Contractor's termination through the contract expiration date.

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- x. Amend the contract(s) of the Selected Proposer(s) to, among others, extend its original duration, as further explained in the RFP, or to extend the scale of its scope to include work under subsequent CDBG-DR and CDBG-MIT action plans as related to the services requested herein, or to reduce the scale of its scope to decrease work as a consequence of underperformance or inexcusable delays related to the services requested herein.
- xi. To contract with one or more Qualified Proposers as a result of the selection of the RFP or the cancellation of this RFP.
- xii. To negotiate any price from the awarded proposer(s) in response to a specific order under this solicitation.

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

The PRDOH reserves the right to, at any time during the ensuing contract period, and without penalty to the Selected Proposer(s) contracted as a result of this RFP, conduct additional competitive solicitations to obtain additional Policy and Regulation Assessment Services for MAPS when, in the opinion of the Contracting Officer, it is the best interests of the PRDOH to do so.

END OF SCOPE OF SERVICES

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ATTACHMENT C

COMPENSATION SCHEDULE TETRA TECH INC.

Policy and Regulation Assessment Services

MAPS Program

Request for Proposal No. CDBG-MIT-RFP-2023-01

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The following **Table 1** contains cost information that considers the quantity of resources, maximum hours, and rates per hour provided for **Policy and Regulation Assessment Services** through their Price Form in compliance with the Request for Proposal (RFP) CDBG-MIT-RFP-2023-01.

Table 1. Tetra Tech Inc.

Recommended Distribution			
STAFFING CLASSIFICATIONS	HOURLY BILLING RATE	TOTAL ESTIMATED HOURS	TOTAL COST
Program Manager	\$180.00	2772	\$498,960.00
Attorney (Licensed)	\$130.00	2772	\$360,360.00
Planner (Licensed)	\$120.00	2772	\$332,640.00
Engineer or Architect (PE or equivalent)	\$155.00	1260	\$195,300.00
Outreach & Stakeholder Engagement Coordinator	\$100.00	300	\$30,000.00
Legal Assistant	\$105.00	300	\$31,500.00
Administrative Assistant	\$90.00	300	\$27,000.00
Technical Specialist	\$130.00	300	\$39,000.00
Environmental Professional	\$140.00	300	\$42,000.00
Data Analyst	\$110.00	360	\$39,600.00
Subject Matter Expert	\$205.00	270	\$53,350.00
TOTAL STAFF HOURS		11706	
SUB-TOTAL STAFF COST			\$1,651,710.00
SUB-SPECIAL SERVICES			\$310,000.00
TOTAL COST			\$1,961,710.00

Notes:

- (1) Staffing Classification represents the proposed staff with the technical qualifications and experience that best meet the needs detailed in the Services section within the Scope of Services.
- (2) Estimated Quantity of Hours represents the expected level of effort for the Program, in hours, for each position during the initial eighteen (18) months contract term. Should not be interpreted as a cap on the allowed level of effort per position. Invoicing shall be based on the actual needs of resources for the services required.

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- (3) Rate Per Hour includes overhead, profit, royalties, reimbursements, travel, fringe benefits, taxes, as well as any other additional fees and administrative costs applicable to the services.
 - (4) Estimated Total Cost Per Position represents the estimated cost of positions based on the Estimated Quantity of Hours and the Rate Per Hour proposed. Should not be interpreted as a cap on the allowed billing per position. Invoicing shall be based on the actual needs of resources for the services required.
 - (5) Sub-Total Staff Cost represents the maximum amount that the Contractor is allowed to invoice for the Staff positions of the Program during the initial eighteen (18) months contract term. An individual position may invoice for an amount greater than that established in the Estimated Total Cost Per Position; but the total amount to be invoiced for the group of positions may not exceed the Sub-Total Staff Cost.
 - (6) The Policy and Regulation Assessment Services for MAPS will be an hourly rate contract. The Estimated Hours per tasks table will be used for estimate purposes only. Additional proposed staff may be use for any specific task despite not being allocated for that activity as originally included within the Cost Form.

END OF COMPENSATION SCHEDULE



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

ATTACHMENT D PERFORMANCE REQUIREMENTS

Request for Proposals

Policy and Regulation Assessment Services for Mitigation and Adaptation Policy Support (MAPS) Program Community Development Block Grant – Mitigation Puerto Rico Department of Housing CDBG-MIT-RFP-2023-01

INTRODUCTION

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

The requirements and metrics included in these Minimum Performance Requirements may be modified, including the addition of new requirements based on the Program's development and implementation, at the discretion of PRDOH for the Program's Benefit.

LIQUIDATED DAMAGES & PENALTIES

The Contractor shall pay to PRDOH, as liquidated damages \$100.00 for each calendar day that a required deliverable is late until deemed in compliance, subject to a maximum \$1,000.00 per deliverable. Said sums, in view of the difficulty of accurately ascertaining the loss which PRDOH will suffer by reason of delay in the completion of works requested, are hereby fixed and agreed as the liquidated damages that PRDOH will suffer by reason of such delay. Liquidated damages received are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the PRDOH's right to indemnification, or the Contractor's obligation to indemnify the PRDOH, or to any other remedy provided for as a provision of the contract or law. Liquidated damages may be assessed at the sole discretion of PRDOH. For the purpose of applying and calculating such liquidated damages, a grace period of **ten (10) days** shall be observed, and the schedule may be extended by any additional time or delays outside the control of the Contractor caused by act of omission of the PRDOH, HUD, or any of their representatives. The PRDOH may deduct and retain out of the monies which may become due to the Contractor, the amount of any such liquidated damages; and in case the amount which may become due is less than the amount of liquidated damages due to the PRDOH, the Contractor shall be liable to pay the difference.

PERFORMANCE METRICS

TASKS	SUBTASKS	DELIVERABLES	TIMEFRAME
TASK A: Analysis of Existing Policy Framework	Subtask A-1: Background Research and Baseline Conditions	One (1) written report and/or other types of databases or program files related to the activities outlined in the Task.	Within the first six (6) Months upon contract execution.
	Subtask A-2: Policy Assessment of Risk and Vulnerability identified within the CDBG-DR and CDBG-MIT Action Plans.	One (1) preliminary report of the identified CDBG-MIT Action Plan high-level risk and vulnerability assessment evaluation.	
		One (1) Preliminary Digital Database with the collection and indexing of the information determined in Task A: Analysis of Existing Policy Framework.	
TASK B: Gap Analysis and Collection of Additional Information	Subtask B.1: Gap Analysis	One (1) high-level data gap analysis report.	Starting on month three (3) and finalizing on or before month eight (8) (This task is concurrent with Task A: Analysis of existing Policy Framework)
	Subtask B.2: Collect necessary information.	One (1) Revised Digital Database with the collection and indexing of the information determined in Task B: Gap Analysis and Collection of Additional Information (Subtask B.1: Gap Analysis).	
TASK C: Public Engagement Coordination	Subtask C.1: Legal and Policy Framework Stakeholder Profile	Develop an electronic file submission of all information requested by the PRDOH in support of MAPS Public Engagement Coordination Activities.	Upon request by PRDOH Communications Division during the performance period of eighteen (18) months
	Subtask C.2: Communications and Messaging		
TASK D: Public Report Development	Subtask D.1: Develop Vision, Goals, Objectives, and Activities	One (1) Report that includes the identified vision, goals, objectives, and activities that are necessary to enhance	Starting at month six (6) and finalizing on or before month eighteen (18)

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TASKS	SUBTASKS	DELIVERABLES	TIMEFRAME
		existing policy that will enable local jurisdictional and community ability to prepare and plan for potential risk from hazardous events.	
	Subtask D.2: Develop potential strategic initiatives and/or Public Policy Recommendations	One (1) Report on the analysis of the identified potential strategic initiatives and/or Public Policy recommendations.	
	Subtask D.3: Develop Implementation Strategy	One (1) draft Implementation Strategy which clearly defines the steps necessary to implement the MAPS Public Report and Policy Toolbox Development.	
	Subtask D.4: Final Public Report	One (1) final Public Report that will provide the details of the MAPS Policy and Regulation Assessment Services.	
TASK E: Monitoring, Reporting, and Compliance	Subtask E.1: Program Reporting, Monitoring and Compliance, and Required Monthly Reports	Include Monthly reports and any other requested information to inform on progress and status of deliverables and milestones and compliance results for each phase/task performed in the development of the Program.	During the performance period of eighteen (18) months
TASK F: Coordination	Subtask F.1: Coordination with PRDOH and other MAPS Entities	Include quarterly reports of ongoing coordination efforts to the PRDOH MAPS Board, Program Subrecipient or Supporting Entity(ies) and stakeholders.	During the performance period of eighteen (18) months

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SPECIAL SERVICES

TASKS	SUBTASKS	DELIVERABLES	TIMEFRAME
As requested by PRDOH, the Selected Proposer(s) must consider the following activities as part of Special Services.	<ul style="list-style-type: none"> Serve as a Consultant on State and Municipal policy and regulatory issues. Serve as a Consultant on federal policy and regulatory issues. Make provisions for various white papers, explanations, and opinions on an as-needed basis. 	May include the development of a Resilience Scorecard, papers, memorandums, opinions, visits, consultations, among others.	Upon request during the performance period of eighteen (18) months
<p>Contractor(s) guidance and support may be required for special services as described in the Scope of Work or any other service as required by PRDOH.</p> <p>Whenever Special Services are required, the Contractor shall develop the scope of services needed. The Special Services shall be submitted by the Contractor to the PRDOH through a Request for Approval (RFA) prior to the Contractor performing the services. PRDOH will evaluate each Special Service for need and cost reasonableness and, if determined to be of need and in the best interest of the project, approve the performance of the services by the Contractor. No Special Service shall be performed by the Contractor without the written approval of PRDOH. For each Special Service approved, the contract budget allowance amount will be reduced by the amount approved.</p> <p>Special Services with an estimated amount of less than \$10,000 will not require additional information to the aforementioned. If the cost of any Special Services is more than \$10,000, then the Contractor shall submit to PRDOH at least three (3) economic proposals for the Special Services. These three (3) economic proposals must be from different contractors for the performance of the Special Service. One (1) of the economic proposals may consider the Contractor's own staff if the Contractor has the internal capacity to perform them.</p> <p>The PRDOH may standardize prices for recurrent Special Services after a determination of cost or price reasonableness of such prices. Furthermore, PRDOH may develop its own Independent Cost Estimate to determine cost or price reasonableness when the Contractor is not able to provide economic proposals, after mutual agreement of the parties.</p>			

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ATTACHMENT E INSURANCE REQUIREMENTS

Request for Proposals

Policy and Regulation Assessment Services for Mitigation and Adaptation Policy Support (MAPS) Program

Community Development Block Grant – Mitigation Puerto Rico Department of Housing

SPECIAL INSURANCE AND BONDING SPECIFICATIONS

- A.** The successful **proposer**, before the **Contract execution**, must submit to the **Puerto Rico Department of Housing (*PRDOH)** the hereafter mentioned certificates of insurance policies and/or bonds including all endorsements and agreements required under the special contractual conditions, in form satisfactory to ***PRDOH**, as provided in detail in this Insurance Requirements as per the following:

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

In accordance with the Worker's Compensation Act No. 45, the successful **subrecipient**, shall provide Worker's Compensation Insurance. The successful **subrecipient**, shall furnish the ***PRDOH** the certificate from the State Insurance Fund Corporation (Spanish Acronym, CFSE).

- 2. (X) Commercial General Liability (Special Form) with LOC Classification that must include and a brief description of operations to be realized detail in all the Certificates of Insurance and including the following insurance limits and Coverages**

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



INSURANCE REQUIREMENTS

Request for Proposals

Policy and Regulation Assessment Services for Mitigation and Adaptation Policy Support (MAPS) Program Community Development Block Grant – Mitigation Puerto Rico Department of Housing

SPECIAL INSURANCE AND BONDING SPECIFICATIONS

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

LIMIT	
• Auto Liability -	\$2,000,000
• Physical Damages -	\$2,000,000
• Medical Payments -	\$ 10,000
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 Liability &/or Errors & Omissions Policy

(X) Professional Liability for Senior Subject Matter Expert, Junior Subject matter Expert Engineering and Architecture, Junior Subject Matter Expert Planning, Junior Subject Matter Expert-Environmental, and any other professional related to the project.

(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	\$2,000,000
(X) Deductible	\$ 10,000

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



INSURANCE REQUIREMENTS

Request for Proposals

Policy and Regulation Assessment Services for Mitigation and Adaptation Policy Support (MAPS) Program Community Development Block Grant – Mitigation Puerto Rico Department of Housing

SPECIAL INSURANCE AND BONDING SPECIFICATIONS

5. X) Ciber Liability with data Breach Coverage

Limit - \$2,000,000

6. (X) Umbrella

Limit - \$5,000,000

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

- (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

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 classified under the Category of ***B+ by the AM Best Rating Guide.***
- 3.** Submit to the ****PRDOH*** a written certification as evidence of full payment of premiums by the Contractor. Mention each risk coverage premium separately.
- 4.** Avoid sub-contractual obligations of premium financing or any other kind, which may be detrimental to the public interest.



INSURANCE REQUIREMENTS

Request for Proposals

Policy and Regulation Assessment Services for Mitigation and Adaptation Policy Support (MAPS) Program Community Development Block Grant – Mitigation Puerto Rico Department of Housing

SPECIAL INSURANCE AND BONDING SPECIFICATIONS

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5. Avoid any request for cancellation by the contractor prior to the expiration date of the policy, without the consent of the Contract Division of the ***PRDOH**: Discuss any refund of unearned premium.
 6. Follow all Federal Bail and Acceptance Insurance Regulations, when applicable.
 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 **Endorsement** to insurance policies and bonds issued under the special conditions mentioned above, unless approved by the Insurance Section of the ***PRDOH**. 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,
 9. Clarify any questions regarding insurance requirements by any means of communication with the Insurance Section of the ***PRDOH** under the Secretary for Legal Affairs.
 10. The Contractor shall, throughout the performance of Work under the Contract and until the Final Acceptance of the Program, maintain current, and in effect all the required insurance, except the Builder's Risk, which shall terminate on the date of substantial completion.
 11. Insurance coverage in the minimum limit amounts set forth herein shall not be construed to release the Contractor from liability in excess of such coverage limit. Contractor must give thirty (30) calendar days written notice to PRDOH before any policy coverage is change, canceled or not renewed and shall cause the insurance carrier to do the same.

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

The successful **subrecipient**, as the prime contractor, has the duty to require each of the subcontractors to maintain in force all insurance policies and/or bonds



INSURANCE REQUIREMENTS
Request for Proposals
Policy and Regulation Assessment Services for
Mitigation and Adaptation Policy Support (MAPS) Program
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Puerto Rico Department of Housing

SPECIAL INSURANCE AND BONDING SPECIFICATIONS

necessary to cover their individual participation in the risk or risks related to the subcontracted work or service to be rendered.

Therefore, prior to commencing work or receiving written notice to proceed with such work, the successful prime contractor has the responsibility to provide the ***PRDOH** with all the **certificates of insurance and/or bonds required** under the Special conditions approved by the Insurance Section of the ***PRDOH**. All insurance policies shall remain in effect for the entire contractual period.

In case of any **change order** 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 bond and to submit evidence by appropriate endorsements with effective dates. Cancellations without consent are not accepted.

The ***PRDOH** reserves the right to stop any work or service under contract until the breach of these requirements has been remedied, so that any delay in the performance of the contract based on any breach of the insurance coverage requirements shall be deemed the sole responsibility of the Main Contractor.

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

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

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

E. CERTIFICATE OF CONTRACT DIVISION

We hereby certify, to our best knowledge and understanding, that we have prepared the aforementioned **"Insurance and Bonds Special Conditions"** after a proper evaluation of the related risks, based on the information of the nature of



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

INSURANCE REQUIREMENTS

Request for Proposals

**Policy and Regulation Assessment Services for
Mitigation and Adaptation Policy Support (MAPS) Program
Community Development Block Grant – Mitigation
Puerto Rico Department of Housing**

SPECIAL INSURANCE AND BONDING SPECIFICATIONS

the project and description submitted to us, as requested by the Contracting Program through a written application.

**Policy and Regulation Assessment Services for
Mitigation and Adaptation Policy Support (MAPS) Program
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing**

MAY 1ST, 2023

Date

Sonia Damaris Rodríguez

**Sonia Damaris Rodríguez
Insurance Specialist
CDBG-DR Program**



ATTACHMENT F

HUD GENERAL PROVISIONS

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

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

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

General Provisions:

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

2. STATUTORY AND REGULATORY COMPLIANCE

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

3. BREACH OF CONTRACT TERMS

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

4. REPORTING REQUIREMENTS

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

5. ACCESS TO RECORDS

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

6. MAINTENANCE/RETENTION OF RECORDS

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

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

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

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

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

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

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

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

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

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

11. SECTION 504 OF THE REHABILITATION ACT OF 1973

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

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

12. AGE DISCRIMINATION ACT OF 1975

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

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

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15. SUBCONTRACTING

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

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

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

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

16. ASSIGNABILITY

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

17. INDEMNIFICATION

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

18. COPELAND "ANTI-KICKBACK" ACT

(Applicable to all construction or repair contracts)

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any

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

19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

20. DAVIS-BACON ACT

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

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

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

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

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21. TERMINATION FOR CAUSE

(Applicable to contracts exceeding \$10,000)

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

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,

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that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

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

24. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

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

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

CLEAN AIR ACT

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

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

WATER POLLUTION CONTROL ACT

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

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

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

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

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

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

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

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

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

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.

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28. BONDING REQUIREMENTS

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

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

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

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

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

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

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

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- 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.
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30. FAIR HOUSING ACT

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

31. ENERGY POLICY AND CONSERVATION ACT

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

32. HATCH ACT

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

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

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

33. HEALTH AND SAFETY STANDARDS

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

34. PERSONNEL

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

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

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

38. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS

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

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.

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42. RELIGIOUS ACTIVITY

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

43. FLOOD DISASTER PROTECTION ACT OF 1973

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

44. LEAD BASED PAINT

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

45. VALUE ENGINEERING

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

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

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

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

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

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

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

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

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

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

48. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

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

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

33. PROCUREMENT

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

34. CHANGE ORDERS TO CONTRACTS

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

45. LIMITED ENGLISH PROFICIENCY

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

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

46. PERSONALLY IDENTIFIABLE INFORMATION

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

51. PROCUREMENT OF RECOVERED MATERIALS

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

END OF DOCUMENT

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Attachment G

Appendix C

Contractor Certification Requirement

Tetra Tech, Inc.

The following is hereby certified to the Oversight Board regarding the request for authorization for **Policy and Regulation Assessment Services for MAPS** contract by and between the **Puerto Rico Department of Housing** and **Tetra Tech, Inc.**:

1. The expected subcontractor(s) in connection with the proposed contract¹ is (are) the following:

- **Quest Development and Finance, LLC**
Name: Mariela Quiñones, CEO (*no additional Stakeholders*)
Phone: (787) 366-8424
E-Mail: marielaquinones1@yahoo.com
Services: Planning
Subcontract Amount: TBD
- **Resilient Strategies Group, LLC**
Name: Jorge Ramirez, Principal (*no additional Stakeholders*)
Phone: (512) 633-4945
E-Mail: jorge@resilientsg.com
Services: Program Management and Staffing
Subcontract Amount: TBD
- **ROMA BC Inc.**
Name: Rosana Roig, President (*no additional Stakeholders*)
Phone: (787) 729-8934
E-Mail: rroig@romabci.com
Services: Marketing and Outreach
Subcontract Amount: TBD
- **TSG Services Caribbean LLC**
Name: Michael Sullivan, CEO/President (*no additional Stakeholders*)
Phone: (404) 849-1708
E-Mail: Tsgprogramservices4@gmail.com
Services: Engineering
Subcontract Amount: TBD

2. Neither the contractor nor any of its owners², partners, directors, officials or employees, has agreed to share or give a percentage of the contractor's compensation under the contract to, or otherwise compensate, any third party, whether directly or indirectly, in

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

² 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.

connection with the procurement, negotiation, execution or performance of the contract, except as follows:

None

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

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

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

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

I hereby certify under penalty of perjury that the foregoing is complete, true, and correct on this 30th day of August of 2023.

By: Jonathan Burgiel

Business Unit President

Date: August 30, 2023

Signature: 



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

ATTACHMENT H NON-CONFLICT OF INTEREST CERTIFICATION

TETRA TECH, INC.

The CONTRACTOR certifies that:

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

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

Signature

Jonathan Burgiel
Printed Name

August 30, 2023
Date

Business Unit President
Position