CENTRAL OFFICE FOR RECOVERY, RECONSTRUCTION AND RESILIENCY

COR3

GOVERNMENT OF PUERTO RICO

Request for Proposals (RFP) COR3-RFP-2026-02
Professional Services
for
Disaster Recovery Grants Management Services

Issued by:	**Puerto Rico Central Office for Recovery, Reconstruction, and Resiliency (COR3) as a division within the Puerto Rico Public-Private Partnership Authority**
Issue Date:	**November 6, 2026**
Submission Time:	Proposals are to be received at the email address included in Section 4 herein before or on **December 11, 2026, no later than 3:00 p.m**. Atlantic Standard Time (AST)

Documents will only be received electronically.
Refer to Section 4 herein for instructions.
Hand delivery and postal mailed documents will not be accepted.

No Telephone Queries will be accepted.

COR3 RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO FURTHER NEGOTIATE ANY PROPOSAL AND TO WAIVE ANY IRREGULARITIES OR NON-COMPLIANCE WITH THE INSTRUCTIONS SET FORTH HEREIN, AT ITS SOLE DISCRETION. ALL PROPOSALS BECOME PROPERTY OF COR3 UPON SUBMISSION. PLEASE BE ADVISED THAT ANY INFORMATION PROVIDED TO COR3 MAY BE SUBJECT TO OPEN RECORDS REQUESTS. IF YOUR PROPOSAL INCLUDES INFORMATION THAT IS CONSIDERED TRADE SECRET, CONFIDENTIAL OR PROPIETARY INFORMATION NOT SUBJECT TO DISCLOSURE, MARKED THE CONTENT ACCORDINGLY.

TABLE OF CONTENTS

1. BACKGROUND INFORMATION....1
2. PURPOSE AND INTENT....2
3. DEFINITIONS AND ACRONYMS....3
4. INSTRUCTIONS....7
   - 4.1. PROPOSAL SUBMISSION....7
   - 4.2. AGREEMENT TERM....8
   - 4.3. FEDERAL OVERSIGHT AND MANAGEMENT BOARD (FOMB)....8
   - 4.4. RFP COORDINATOR....8
   - 4.5. RFP TIMELINE....8
   - 4.6. PRE-PROPOSAL INFORMATION AND QUESTIONS....9
   - 4.7. CONFLICTS OF INTEREST AND RESTRICTED PARTIES....10
   - 4.8. BLACKOUT PERIOD....14
   - 4.9. OTHER PROHIBITED COMMUNICATIONS....15
   - 4.10. SUBMISSION FORMAT....15
     - 4.10.1. PROPOSAL STRUCTURE....16
     - 4.10.2. ATTACHMENTS....30
   - 4.11. CHANGES TO PROPOSAL WORDING....31
   - 4.12. PROPONENT'S ERRORS AND OMISSIONS....31
   - 4.13. PROPONENT'S EXPENSES....31
   - 4.14. SELECTION OF PROPOSAL IN BEST INTERESTS OF PUERTO RICO....31
   - 4.15. NUMBER OF AWARDS....31
   - 4.16. WITHDRAWAL OF PROPOSAL....32
   - 4.17. NO OBLIGATION TO CONTRACT / REJECTION OF PROPOSALS / CANCELLATION OF RFP....32
   - 4.18. OWNERSHIP OF PROPOSALS....33
   - 4.19. WAIVER OF INFORMALITIES....33
   - 4.20. CONFIDENTIALITY OF PROPOSALS....33
   - 4.21. COLLECTION AND USE OF PERSONAL INFORMATION....34
   - 4.22. RFP AND PROPOSAL AS PART OF AGREEMENT....35
5. SCOPE OF WORK....35
   - 5.1. SCOPE OF SERVICES....35

5.2. TASK ORDERS 40
5.3. COMMENCEMENT OF SERVICES 40
5.4. MILESTONES 40
5.5. KEY DELIVERABLES 40
5.6. REPORTING 41
5.7. STAFF REQUIREMENTS 42
6. GENERAL FEDERAL GRANT REQUIREMENTS 49
7. INVOICING AND PAYMENT 50
8. SELECTION CRITERIA AND REQUIREMENTS 51
8.1. REQUIRED MINIMUM QUALIFICATIONS OF PROPONENT 52
8.1.1. MINIMUM QUALIFICATIONS FOR CONSIDERATION OF PROPOSALS 52
8.1.2. ADDITIONAL REQUIREMENTS FOR SELECTED PROPONENTS 54
8.2. EVALUATION METHODOLOGY 56
8.3. NO CONFLICT OF INTEREST 58
8.4. ECONOMIC OFFER EVALUATION 58
9. SELECTION OF A SINGLE PROPOSAL 58
10. NEGOTIATIONS WITH PROPONENTS WHOSE PROPOSALS ARE WITHIN THE ESTABLISHED SELECTION MARGINS. 59
11. AWARD 59
12. CANCELLATION OF THE RFP 60
13. NOTICE OF AWARD 61
14. COMMITMENT TO COMPLYING WITH ALL APPLICABLE FEDERAL AND PUERTO RICO LAWS, REGULATIONS, EXECUTIVE ORDERS, AND POLICY 61
15. RIGHT TO REQUEST REVIEW 61

ATTACHMENT A: ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

ATTACHMENT B: COR3'S CONTRACTOR, TRAVEL, EXPENSE, AND BILLING POLICY

ATTACHMENT C: PROPONENT'S GOOD STANDING, LIMITED DENIAL OF PARTICIPATION, SUSPENSION OR DEBARMENT STATUS, LEGAL ISSUES, OWNERSHIP, STRUCTURES AND CONFLICTS

ATTACHMENT D: LIST OF ANY OTHER CURRENT OR PRIOR CONSULTING CONTRACTS THAT THE FIRM HAS/HAD WITH ANY GOVERNMENT ENTITY OF PUERTO RICO AND PRIVATE NON-PROFIT ENTITIES (PNPS) THAT ARE SUBRECIPIENTS OF COR3

ATTACHMENT E: LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

ATTACHMENT F: COST PROPOSAL FORM

ATTACHMENT G: PROFESSIONAL SERVICES AGREEMENT TEMPLATE

ATTACHMENT H: INVOICE TEMPLATE

1. BACKGROUND INFORMATION

The 2017 hurricane season marked an unprecedented turning point for Puerto Rico when the Island experienced the landfall of Hurricanes Irma and María (DR-4339), resulting in catastrophic damage to critical infrastructure, public facilities, housing, and essential services across all regions. In response to the magnitude and complexity of the recovery effort, the Government of Puerto Rico established the Central Office for Recovery, Reconstruction, and Resiliency (COR3) to lead, coordinate, and oversee disaster recovery activities and to serve as the Recipient of federal disaster recovery funds administered by the Federal Emergency Management Agency (FEMA).

Since that time, Puerto Rico has faced multiple additional federally declared disasters, including the southwest seismic sequence (2019–2020), the COVID-19 pandemic (DR-4493), Hurricane Fiona (DR-4671), Tropical Storm Ernesto, and the 2024 severe storms, flooding, landslides, and mudslides (DR-4805 and DR-4850). These events have significantly expanded Puerto Rico's disaster recovery portfolio and increased the complexity of administering federal funding across multiple disaster declarations, programs, subrecipients, and project phases.

As Puerto Rico’s recovery portfolio continues to advance across multiple program and project phases, effective grants management has become essential to safeguarding federal funds, maintaining regulatory compliance, supporting timely reimbursements, and ensuring the successful delivery of recovery investments throughout the Island.

COR3 is responsible for overseeing the administration of federal disaster recovery funding and ensuring that costs incurred by subrecipients are eligible, reasonable, necessary, properly documented, and consistent with applicable federal statutes, regulations, and FEMA policy. This responsibility requires continuous monitoring of financial, operational, and compliance activities; coordination among governmental entities and private nonprofit subrecipients; timely processing of reimbursement and advance requests; and ongoing support for project implementation and audit readiness.

To support these responsibilities, COR3 seeks to establish deliverable- and performance-based contracts for professional grants management services capable of supporting the administration of FEMA's Public Assistance (PA) Program, Hazard Mitigation Grant Program (HMGP), and other disaster recovery programs administered by COR3. These services are intended to strengthen program oversight, support compliance with federal requirements, improve operational efficiency, and contribute to the timely advancement of Puerto Rico's recovery and resilience objectives while continuing to build COR3's internal institutional capacity.

2. PURPOSE AND INTENT

This Request for Proposals ("RFP") is issued by the Government of Puerto Rico ("Government") through the Puerto Rico Central Office for Recovery, Reconstruction, and Resiliency ("COR3"), a division of the Puerto Rico Public-Private Partnerships Authority ("Authority"). Through this RFP, COR3 seeks to procure professional disaster recovery grants management services from qualified firms to support the administration, implementation, monitoring, and oversight of federal disaster recovery and hazard mitigation programs administered by COR3.

The purpose of this RFP is to establish one or more deliverable- and performance-based contracts through which COR3 may obtain specialized technical, operational, financial, and compliance support for the Federal Emergency Management Agency ("FEMA") Public Assistance ("PA") Program and Hazard Mitigation Grant Program ("HMGP"). Services may include, but are not limited to, support related to project and grant administration, requests for reimbursement and advances, financial and budget management, programmatic and compliance reviews, monitoring, reporting, audit readiness, technical assistance to subrecipients, and other grant management functions further described in Section 5 of this RFP.

COR3 retains responsibility for the administration and oversight of the federal programs under its jurisdiction and for all governmental and programmatic determinations reserved to COR3 as Recipient. The selected Contractor(s) shall serve in a technical and advisory capacity, performing assigned services under COR3's direction and in accordance with applicable federal and Puerto Rico laws, regulations, policies, procedures, and program requirements. Contractor personnel shall not exercise governmental authority or independently make determinations reserved to COR3, FEMA, or any other governmental entity.

The services contemplated under this RFP are intended to provide COR3 with scalable access to qualified personnel and specialized expertise in support of the administration, implementation, monitoring, and financial and programmatic oversight of disaster recovery and hazard mitigation grants. Services under this RFP shall be performed in coordination with COR3 and its other contractors, as applicable, and shall not include services specifically assigned by COR3 under separate contracts for Closeout Services.

While conducting recovery operations for existing federally declared disasters, the Government of Puerto Rico must also remain prepared to respond to and recover from future disasters. Accordingly, the selected Contractor(s) may be required to provide grant management support for FEMA PA and HMGP activities associated with currently declared disasters, as well as any subsequent presidentially declared disasters or emergencies occurring during the term of the resulting Agreement, to the extent authorized by COR3 and consistent with the scope of this procurement.

An important objective of this procurement is to support COR3's continued development of its internal institutional capacity. Accordingly, the selected Contractor(s) may be required to provide knowledge transfer, training, development and documentation of procedures and tools, and other technical assistance designed to strengthen COR3 personnel's capacity to administer disaster recovery programs and reduce reliance on external resources where operationally appropriate.

COR3 may award one or more contracts pursuant to this RFP and may allocate services among selected Contractors based on COR3's operational requirements, available funding, Contractor qualifications and capacity, potential conflicts of interest, performance, or other considerations permitted under this RFP. The issuance of an Agreement shall not guarantee any minimum amount of work, Task Orders, hours, or compensation.

COR3 reserves the right to cancel this solicitation and reissue this RFP, or a modified version thereof, at any time prior to the execution of a binding contract if it determines such action to be in the best interest of the Government and the public. Contract awards will be made to the qualified firm(s) whose proposals are determined to be most advantageous to the Government in accordance with the evaluation criteria established in this RFP.

3. DEFINITIONS AND ACRONYMS

Below are the definitions of key terms that will be used throughout this document and/or Contract awarded as a result of this RFP.

3.1. STANDARD DEFINITIONS

a. **Acceptance –** The written confirmation by the Agency that the Contractor has completed a Deliverable according to the specified requirements.

b. **Addenda or Addendum –** Written clarification or revision to this RFP. Addenda, if any, will be issued either before or after the opening of the RFP to Proposal opening.

c. **Award Announcement (Notice of Award) –** refers to the act of announcing the selected Proponent upon their Proposal submitted in response to this RFP to grant a contract that best meets the criteria, specifications, terms, and conditions herein established.

d. **Best and Final Offer or BAFO –** Pricing timely submitted by a Proponent upon solicitation of revised or final estimates from proponents by COR3, with or without prior discussion or negotiation.

e. **Best Value –** refers to the bid or proposal that represents the greatest benefit for COR3/P3; the proposal of the proponent that best meets the requirements established

in the proposal and in which it is established that the bidder or proponent offers the best good or service or has the ability to perform the work efficiently, considering all the criteria, such as: inspection, testing, quality, delivery, suitability for a particular purpose, goods or service guarantees and the terms of said guarantees, the life cycle of the goods to be acquired, discounts, economic impact in terms of job creation and fiscal impact on the Government of Puerto Rico. The best value will also take into consideration: the conditions and limitations of the guarantees of the parts and services of the product or service offered, as well as the time and place in which said guarantees are honored and performed and the fiscal impact. The criteria that will affect the price of the offer and that will be considered in the evaluation for the award will be objectively measurable, such as discounts, transportation costs both in its original delivery and to execute its guarantees, and the cost of disposal of the equipment, once its useful life or use ends, among other criteria. The best value will not necessarily be the bid or proposal that represents the lowest cost or price.

f. **Business Hours –** refers to non-Government holiday, non-weekend hours between 8:00 AM Atlantic Standard Time (AST) and 5:00 PM AST. Scheduled preventive maintenance, scheduled upgrades, time before initial installation, and unavailability due to power outages, lack of network availability, or Force Majeure events are excluded from Business Hours available.

g. **Charges –** means the compensation and feed for Services and/or Deliverables, reimbursement of out-of-pocket expenses, and other amounts to the extent applicable and as provided for herein and in the applicable Task Order.

h. **COR3 Event –** shall mean any act or omission that contributes materially to the Provider's failure or other inability to perform its obligation under the Agreement, except to the extent undertaken at Provider's direction or with Provider's consent.

i. **COR3 Contractors –** means those natural or legal persons that are contracted by the COR3 and/or its prime contractors with which Provider and/or its subcontractor's interface, engage, or rely upon, in any respect, to perform Services or provide/ Deliverables hereunder or under a Task Order.

j. **Custom Deliverables –** means the specifications, design documents, flow charts, documentation, reports, and other similar work product that Provider develops for delivery specifically for COR3 pursuant to the applicable Task Order.

k. **Deliverables –** means any materials and/or services procured and delivered under the applicable Statement of Work issued or incorporated under this Agreement, whether or not actually delivered to the COR3 or its agents. Deliverables include documentation, media, and other objects identified as Deliverables in the applicable Task Order and shall include Custom Deliverables and other Deliverables.

l. **Documentation –** means, without limitation, user manuals, protocols, procedures, memoranda, and any other written materials that relate to the Deliverables and are identified in the applicable Task Order.

m. **Evaluation Committee**- Group responsible for the in-depth screening and evaluation process leading to a final selection of a Proponent. The members shall revise, evaluate, qualify, and recommend a selected proponent in accordance with the corresponding process and evaluation criteria established for each proposal and these guidelines.

n. **Time & Materials or T&M –** compensation payable to Provider with respect to any Deliverables or Services provided under the Agreement or a Task Order that are not FFP, and that consists of a fixed hourly labor category billing rate, billed for each hour worked in providing any Deliverables or Services under the Agreement. The compensation billable under a T&M shall also provide for the reimbursement of approved expenses as provided for in the Agreement.

o. **Other Deliverables** – shall refer to any other specifications, design documents, flow charts, documentation, reports, and other materials that have not been developed specifically for COR3 but have been identified in an applicable Task Order and provided by Provider to COR3 pursuant to such applicable Task Order.

p. **Project –** means the Services to be performed and/or the Deliverables to be provided to COR3 pursuant to the applicable Task Order issued under the Agreement.

q. **Services –** means the labor effort provided by Provider to or for the benefit of the COR3 under the Agreement, as more fully described in Section 5 and the applicable Task Order.

r. **Task Order –** means the documents that identify the services to be performed and the Deliverables to be provided by Provider. Task Orders may be issued from time to time by COR3 and accepted by the Provider.

s. **Unfair advantage –** a situation that may arise when a member of, or advisor to, a prospective Proponent has information about the COR3, a Project, or a Governmental Entity that is not generally available to all other prospective Proponents for a particular RFP, and that such information may be material to an outcome related to the Project. An unfair advantage may also arise if an advisor to, or member of, a prospective Proponent can influence the outcome of the competition (other than within the competitive process) through a relationship with COR3 or P3.

t. **BCA - Benefit-Cost Analysis -** Benefit-Cost Analysis (BCA) is a method that determines the future risk reduction benefits of a hazard mitigation project and compares those

benefits to its costs. The result is a Benefit-Cost Ratio (BCR). A project is considered cost-effective when the BCR is 1.0 or greater.

u. **COR3/P3 –** refers to the Puerto Rico Central Office for Recovery, Reconstruction, and Resiliency (COR3) as a division within the Puerto Rico Public-Private Partnership Authority (P3).

v. **CDBG-DR –** United States Housing and Urban Development's (HUD's) Community Development Block Grant–Disaster Recovery.

w. **Departments –** GPR agencies, authorities, divisions, or other instrumentalities of the State, or otherwise designated by the State.

x. **DRS –** the Disaster Recovery Solutions system utilized by COR3 to manage all aspects of its disaster recovery Programs.

y. **FAAST**- FEMA Accelerated Award Strategy- Given the magnitude of the damage caused by the most devastating hurricane in the Island's history, FEMA created and implemented the FAASt strategy, through which it collected a representative sample of the structural damage suffered by four Puerto Rico agencies. After an analysis, cost estimates were developed based on the scope of work (SOW) for eligible structures. The FAASt strategy allows for the grouping of critical infrastructure projects to expedite recovery work in Puerto Rico. The four agencies with FAASt obligated funding are the Puerto Rico Electric Power Authority (PREPA), the Puerto Rico Aqueduct and Sewer Authority (PRASA), the Puerto Rico Department of Education (PRDE) and the Puerto Rico Public Housing Administration (PRPHA).

z. **FEMA –** the Federal Emergency Management Agency responsible for coordination of disaster recovery efforts.

aa. **HMGP –** Hazard Mitigation Grant Program.

bb. **HUD –** U.S. Department of Housing and Urban Development.

cc. **PA –** Public Assistance Program.

dd. **PNPs –** Private Non-Profit Organizations.

ee. **PREPA**- Puerto Rico Electric Power Authority.

ff. **PW –** Project Worksheet.

gg. **QPR –** Quarterly Performance Report.

hh. **QA/QC** – Quality Assurance and Quality Control.

ii. **Restricted Parties**- Entities subject to the restrictions established in Section 4.7.5 concerning the concurrent performance of Grants Management Services and Closeout Services for COR3.

jj. **SHMO –** Puerto Rico State Hazard Mitigation Officer.

kk. **SOW –** Scope of Work.

ll. **Transparency Portal –** refers to COR3's website (www.recovery.pr), where all the information and documents related to this RFP will be posted, within the RFPs & Contracts Tab. On this website, COR3 publishes educational content on the recovery programs and transparency into project status and the disbursement of recovery funds.

4. INSTRUCTIONS

4.1. PROPOSAL SUBMISSION

Proposals are to be submitted on or before **December 11, 2026, no later than 3:00 p.m**. Atlantic Standard Time. **Responses to the RFP submitted after the prescribed deadline may not be accepted**. The Proponents shall submit electronically only to the following email address: procurement@COR3.pr.gov, to the attention of Milvia Rivera Rivera. All Proponents must submit a redacted copy of their proposal as required in Section 4.20.

The maximum file size that can be successfully received by COR3 via email is approximately 30 MB per email. Proponents are strongly encouraged to submit their proposals and supporting documentation with sufficient advance time to address any technical issues, transmission errors, or other unforeseen circumstances and to ensure compliance with the established submission deadline.

If the total size of the documents exceeds the 30 MB limit, Proponents may submit the proposal in multiple emails, provided that all emails are clearly labeled, properly identified as part of the same submission, and successfully received by COR3 no later than 3:00 p.m. (local time) on the submission deadline. Alternatively, Proponents may submit large files through a secure file-sharing link. Any such link must be provided with sufficient time prior to the deadline to allow COR3 to access, validate, and confirm receipt of all required documents before 3:00 p.m. (local time).

Proponents assume full responsibility for ensuring that all files are accessible and received within the required timeframe. COR3 shall not be responsible for delays, transmission

failures, corrupted files, or inaccessible links. Submissions that are incomplete or not fully received by the deadline may be deemed non-responsive.

4.2. AGREEMENT TERM

The initial term of the contract awarded under this RFP shall be from the execution date through June 30, 2028, with the option to extend the term of the contract for two (2) additional terms of one year, under the same terms and conditions. The parties shall agree in writing to extend the term of the contract before the end of each fiscal year. COR3 reserves the right to terminate the contract for any reason and at any time upon 30 days written notice.

4.3. FEDERAL OVERSIGHT AND MANAGEMENT BOARD (FOMB)

The resulting contract must be submitted to the FOMB for review and approval if it results in a value of ten million dollars ($10,000,000) or more. Pursuant to FOMB's Review of Contracts Policy,[1] COR3 hereby informs the requirement that the FOMB approves any contract pursuant to such policy before execution. The awarded contract must comply with the requirements set forth in the FOMB Policy.

4.4. RFP COORDINATOR

COR3's RFP Coordinator will be **Milvia Rivera Rivera**, email: procurement@COR3.pr.gov. Only those notices received from the RFP Coordinator using the aforementioned address will be considered as COR3 official notices regarding this RFP, and Proponents may not rely on any other communications that are not received from the RFP Coordinator using such address. The RFP Coordinator will serve as the sole point of contact for this RFP. In this role, the Coordinator shall manage all communications with Proponents, respond to procedural inquiries, provide updates to Proponents regarding the status of the RFP process, receive and record all submissions, and disqualify any Proponent that fails to submit its proposal within the deadline established in this RFP.

4.5. RFP TIMELINE

Target Date	Event
November 6, 2026	Publication of RFP on COR3 Transparency Portal (RFPs & Contracts Tab)
November 17, 2026	Deadline to Submit Questions — 3:00 p.m. (AST)
November 24, 2026	COR3 to Provide Consolidated Response to Questions

[1] Effective November 6, 2017, as modified on April 30, 2021.

December 11, 2026	Deadline to Submit Proposals — 3:00 p.m. (AST)
March 26, 2027	Notice of Award Expected

Please note that these are target dates and may change subject to the sole discretion of COR3. It is the sole responsibility of Proponents to periodically review the COR3 Transparency Portal, for updates to this RFP.

4.6. PRE-PROPOSAL INFORMATION AND QUESTIONS

The information contained in COR3's Transparency Portal may provide additional information as to the status of the PA and HMGP to date in Puerto Rico. COR3 encourages Proponents to review and analyze all the documents published to date on the COR3 Transparency Portal Document Library before submitting the proposal.

Proponents will be permitted to direct COR3 questions or requests for clarification regarding the RFP. All future communications related to the RFP and RFP addenda, clarifications, and/or selection process will be posted on COR3's Transparency Portal. Proponents are responsible for monitoring COR3's Transparency Portal (RFPs & Contracts Tab) for updates and information regarding this matter.

All questions, proposals, and any correspondence must be sent to: procurement@COR3.pr.gov and must reference this specific RFP (**COR3-RFP-2026-02**) in the subject. Any correspondence or questions that do not comply with this requirement or that are sent to any other e-mail address will not be considered or receive a response.

COR3 will respond to all properly submitted questions by the close of the response period. **No questions will be accepted after the deadline provided in the above schedule, subject to any amendment to the same duly notified within COR3's Transparency Portal**. COR3 will compile a summary of all questions submitted and all responses and post a consolidated response document in the COR3 Transparency Portal.

Any interpretations, clarifications, corrections, or changes to this RFP will be made by addendum. Any changes to specifications will be made in writing and posted on COR3's Transparency Portal. Proponents shall acknowledge receipt of all addenda on the proposal form as attached hereto as **Attachment A**. Please note that after the submission of Proposals, additional requests, interpretations, clarifications, corrections, or changes to this RFP may be made by addendum and/or official notice from the RFP coordinator as authorized by COR3's Executive Director.

By submitting a Proposal, each Proponent certifies that they fully understand, acknowledge, and accept all terms and conditions of this RFP and any amendment thereto, without restriction.

4.7. CONFLICTS OF INTEREST, REQUIRED DISCLOSURES AND RESTRICTED PARTIES

Any Proponent that wishes to enter into a contract with COR3/P3 shall provide sufficient information for COR3/P3 to identify and evaluate any actual, potential, or apparent conflict of interest, organizational conflict of interest, or unfair competitive advantage that may affect the Proponent's participation in this procurement or performance of the resulting Agreement.

Proponents have a continuing obligation to promptly disclose any actual, potential, or apparent conflict of interest that becomes known during the procurement process or during the term of any resulting Agreement. Any such disclosure shall be made in sufficient detail to permit COR3 to evaluate the nature and extent of the conflict and determine whether appropriate mitigation measures may be implemented.

4.7.1 ATTACHMENT C- PROPONENT CERTIFICATIONS AND LEGAL DISCLOSURES

Each Proponent shall complete **Attachment C – Proponent's Good Standing, Limited Denial of Participation, Suspension or Debarment Status, Legal Issues, Ownership Structures, and Conflicts**, and provide all certifications, disclosures, and supporting information required therein.

Attachment C shall address matters concerning the Proponent's legal and organizational status, ownership and corporate structure, suspension or debarment status, applicable legal proceedings or investigations, and the conflict-of-interest certification required under Section 3.2(n) of Act 2-2018, known as the *Anticorruption Code for the New Puerto Rico*, and any other certifications or disclosures specifically required therein.

Attachment C shall also require disclosure of: (i) any recent (within the five (5) years preceding the publication of this RFP) or ongoing legal proceedings, interviews, or investigations conducted by any U.S. law enforcement agency involving the Proponent or its proposed team and relating to transactions executed in or on behalf of the Government of Puerto Rico or any of its public corporations; and (ii) any work performed for any creditor or guarantor of the Government of Puerto Rico or any public corporation concerning positions or interests in Puerto Rico debt obligations, including whether such engagement is ongoing and, if concluded, the date on which the engagement ended.

Information properly disclosed through Attachment C need not be duplicated elsewhere in the Proposal. However, if any matter or relationship disclosed in Attachment C creates or may reasonably create an actual, potential, or apparent conflict of interest, organizational conflict of interest, or unfair competitive advantage with respect to this procurement or the contemplated services, the Proponent shall also submit the separate **Conflict-of-Interest Disclosure** required pursuant to Section 4.7.3.

4.7.2. ATTACHMENT D – CURRENT AND PRIOR CONTRACTS

Each Proponent shall complete **Attachment D – List of Current and Prior Consulting Contracts** and disclose the current and prior consulting contracts (within the past three years from the publication of this RFP) that **the firm, key personnel, and subcontractors** have had with COR3; any other Government Entity in Puerto Rico; any municipality of Puerto Rico; or any contract that bears a direct or indirect relation to the activities to be performed under the resulting contract, including **contracts with private non-profit entities (PNPs) that are subrecipients of COR3.** All Proponents must complete **ATTACHMENT D for the firm, key personnel, and/or proposed subcontractors**.

The information provided in Attachment D is intended, among other purposes, to allow COR3 to identify relationships or prior engagements that may warrant further review for actual, potential, or apparent conflicts of interest, organizational conflicts of interest, or unfair competitive advantage. Given the nature of the Grant Management Services contemplated under this RFP, particular attention shall be given to current or recent engagements with COR3 subrecipients that could affect, or reasonably appear to affect, the Proponent's independence or objectivity in performing services involving the review, evaluation, processing, or management of matters affecting such subrecipients.

The existence of a contract or relationship disclosed in Attachment D does not, by itself, constitute a conflict of interest or disqualify a Proponent, except as otherwise expressly provided in this RFP. However, if any relationship or engagement disclosed in Attachment D creates or may reasonably create an actual, potential, or apparent conflict of interest, the Proponent shall also submit the separate **Conflict-of-Interest Disclosure** required under Section 4.7.3.

4.7.3. CONFLICT-OF-INTEREST DISCLOSURE

A Proponent shall submit a separate **Conflict-of-Interest Disclosure** when the Proponent identifies an actual, potential, or apparent conflict of interest, organizational conflict of interest, or unfair competitive advantage arising from its relationships, contracts, activities, personnel, affiliates, proposed subcontractors, or other circumstances relevant to this procurement or the contemplated services. The Conflict-of-Interest Disclosure shall, at a minimum:

- identify the relevant entity, contract, engagement, relationship, or circumstance;
- describe the nature of the actual, potential, or apparent conflict;
- identify the persons or entities affected;
- explain how the matter may affect the Proponent's participation in this procurement or performance of the contemplated services; and
- describe any measures proposed by the Proponent to avoid, eliminate, or mitigate the conflict.

If the Proponent determines that no such conflict exists, no separate Conflict-of-Interest Disclosure is required unless otherwise requested by COR3. Completion of Attachments C and D remains mandatory regardless of whether a separate Conflict-of-Interest Disclosure is required.

Any Conflict-of-Interest Disclosure shall be clearly labeled and submitted as a separate section or appendix to the Proposal titled **"Conflict-of-Interest Disclosure."** Such disclosure and any supporting documentation shall be excluded from the Proposal page limit established in this RFP.

COR3 may request additional information or documentation at any time if necessary to evaluate a disclosed relationship, circumstance, or potential conflict.

4.7.4. COR3 REVIEW AND DISCRETIONARY MITIGATION

The disclosure of an actual, potential, or apparent conflict of interest shall not automatically result in disqualification, except as otherwise expressly provided in this RFP. COR3 reserves the right to evaluate the nature, extent, and circumstances of any disclosed conflict and determine, in its sole discretion, whether the Proponent may continue to participate in this procurement or whether any mitigation measures will be considered.

In conducting this evaluation, COR3 may consider the nature, number, scope, and cumulative effect of the Proponent's contractual, consulting, or other professional relationships with COR3 subrecipients. The Grant Management Services contemplated under this RFP include functions related to the review, evaluation, processing, and management of Requests for Reimbursement (RFRs), Requests for Advance (RFAs), and other grant administration matters affecting a substantial portion of COR3's subrecipient portfolio. Accordingly, relationships through which a Proponent, its affiliates, proposed subcontractors, or Key Personnel currently provide services to COR3 subrecipients may create actual, potential, or apparent conflicts of interest, impaired objectivity, or operational limitations in the performance of the contemplated services. COR3 may consider not only whether an individual relationship can be mitigated, but also whether the number or extent of such relationships could materially limit the Proponent's ability to perform the required services independently, objectively, and efficiently.

COR3 shall have no obligation to consider, offer, permit, or accept mitigation measures as an alternative to rejection or disqualification. Nothing in this RFP shall be construed as creating a right in favor of any Proponent to propose, implement, or obtain approval of a mitigation plan. COR3 may determine, based on the nature or circumstances of an actual, potential, or apparent conflict of interest, including the cumulative effect of relationships with COR3 subrecipients, that avoiding the associated risk is in the best interest of COR3 and the Government and may reject the Proposal or disqualify the Proponent without first considering or attempting mitigation.

Where COR3 determines, in its sole discretion, that mitigation is appropriate, COR3 may require such measures as it deems necessary, including, but not limited to, limitations on particular assignments or activities, changes in personnel or subcontractors, internal firewalls, recusal from particular matters, segregation of information or responsibilities, or other measures appropriate under the circumstances. Any mitigation measure shall be subject to COR3's prior approval and shall not limit COR3's authority to subsequently impose additional measures or take other action if COR3 determines that the measures implemented are insufficient.

COR3 may, as it determines appropriate under the circumstances, reject a Proposal, disqualify a Proponent, prohibit the participation of a particular entity or individual, limit the scope of services that may be assigned under a resulting Agreement, require mitigation measures, or take any other action permitted under this RFP or applicable law.

Failure to fully and accurately disclose an actual, potential, or apparent conflict of interest, or failure to comply with any mitigation measure required by COR3, may result in the Proposal being declared nonresponsive, disqualification from this procurement, termination of any resulting Agreement, or other appropriate action.

4.7.5. RESTRICTED PARTIES – CLOSEOUT SERVICES

COR3 maintains a separate contractual function for **Closeout Services** associated with its disaster recovery programs. COR3 intends to continue procuring Closeout Services separately from the Grants Management Services contemplated under this RFP in order to preserve an appropriate separation of functions, responsibilities, and contractor roles.

Accordingly, a Contractor selected under this RFP shall not concurrently provide Closeout Services to COR3 under a separate COR3 contract. Likewise, an entity selected to provide Closeout Services under a separate COR3 procurement shall not concurrently perform Grants Management Services under an Agreement resulting from this RFP.

An entity currently providing Closeout Services to COR3 shall not be prohibited from submitting a Proposal in response to this RFP solely because its existing Closeout Services agreement remains in effect during this procurement process. However, prior to the commencement of services under any Agreement resulting from this RFP, the selected Proponent must no longer be providing Closeout Services to COR3 and must otherwise satisfy all applicable conflict-of-interest requirements.

COR3 anticipates conducting a separate competitive procurement for Closeout Services. Proponents should consider the foregoing restriction when determining whether to participate in this RFP and/or any subsequent COR3 procurement for Closeout Services. **No entity shall concurrently perform both Grants Management Services and Closeout**

Services for COR3, whether as a prime contractor, subcontractor, affiliate, or through any other arrangement that would circumvent the intended separation of these functions.

4.7.6. CONTINUING DISCLOSURE OBLIGATION

All representations and disclosures concerning conflicts of interest made in connection with this RFP shall be continuing in nature. A Proponent or Contractor shall promptly disclose any change in circumstances occurring after submission of its Proposal or during performance of the Agreement that creates or may create an actual, potential, or apparent conflict of interest, organizational conflict of interest, or unfair competitive advantage.

COR3 reserves the right to request additional certifications, disclosures, supporting documentation, or mitigation measures at any stage of the procurement process or during the term of any resulting Agreement.

For purposes of proposal submission, all information, statements, certifications, and supporting documentation related to conflicts of interest disclosures, including the identification of prior or current services performed for COR3 or for subrecipients, shall be excluded from the proposal page limit established in this RFP.

COR3 reserves the right to cancel any contract awarded pursuant to this RFP with 30 days' notice if an actual conflict of interest, or the appearance of such conflict, is not cured to COR3's satisfaction.

4.8. BLACKOUT PERIOD

The blackout period is a specified period during a competitive procurement process in which any Proponent, bidder, or its agent or representative, is prohibited from communicating with any COR3 employee or COR3 contractor involved in any step in the procurement process about the solicitation. The blackout period applies not only to COR3 employees but also to any current contractor of COR3. "Involvement" in the procurement process includes, but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement.

This RFP designates the contact person (RFP Coordinator) and all communications to and from potential Contractors and/or their representatives during the blackout period must be in accordance with this RFP's defined method of communication with the RFP Coordinator. The blackout period begins on the date that COR3 first issued the publication of this RFP and will end when the 20 days of the request for judicial review have passed.

Under no circumstances may COR3 employees or contractors discuss this RFP or the corresponding procurement process or status.

Any bidder, Proponent, or COR3 contractor who violates the blackout period may be excluded from the awarding contract and/or may be liable to COR3 in damages and/or subject to any other remedy allowed under law, including but not limited to a ban in participating in any procurements issued by or for COR3, or any entity of the Government of Puerto Rico, for a period of ten (10) years, if it is determined that such action results in violation of Act 2-2018, known as the Anticorruption Code for the New Puerto Rico.

4.9. OTHER PROHIBITED COMMUNICATION

Communications with other representatives of the Government of Puerto Rico or relevant entities of the Federal Government regarding any matter related to the contents of this RFP are prohibited during the submission and selection processes. Failure to comply with these communications restrictions will result in the rejection of the Proponent's proposal.

4.10. SUBMISSION FORMAT

Proposals must adhere to the structure and page limits established in Section 4.10.1– Proposal Structure. The maximum number of narrative pages allowed is the sum of the page limits defined for each required section, excluding attachments, appendices, and résumés. All pages must be one-sided, and on 8.5 x 11 size paper with a minimum font size of 12 points and 1-inch margins, except for tables and charts, but such text must be clearly legible. Proponents may use 11 x 17 size paper for graphical elements such as organizational charts and timelines, which will count as one page. Proponents are encouraged to submit only relevant and necessary information. Also, Proponents may include a Table of Contents that will be exempt from the page limit.

Proposals must be submitted in accordance with the schedule described in Section 4.5 and the structure described in the next section. Proponents have the responsibility to ensure the entirety of their proposal is submitted before the deadline. COR3 will not accept any proposal, responses, or additional documents, pages, or attachments to the RFP submitted after the prescribed deadline unless there are extenuating circumstances, justifiable cause, and/or if deemed in the best interests of Puerto Rico, as determined by COR3 in its sole discretion, always considering the right to fair competition and the avoidance of prejudice to other proponents.

Proponents shall submit Proposals in electronic format only to the attention of the RFP Coordinator at procurement@cor3.pr.gov. The RFP Coordinator will confirm receipt by e-mail. It is the responsibility of each Proponent to confirm that its Proposal is successfully submitted and received by the RFP Coordinator by the deadline. See also Section 4.1.

All Proponents **are required to submit a redacted copy** of their proposal as established in Section 4.20 "Confidentiality of Proposals". **If a redacted copy is not submitted by a Proponent, COR3 will assume that the original copy of the proposal can be made public.**

COR3 intends that Proposals for this RFP will be submitted in a consistent and easily comparable format. Proposals not organized in the manner set forth in this RFP may be considered nonresponsive at the sole discretion of COR3. Proponents should not refer to other parts of their submission or refer to information that may be publicly available elsewhere, or to the Proponent's website or any other website, in lieu of presenting the information in the Proposal. **Please read carefully. The structure for Proposals should be as follows:**

4.10.1 PROPOSAL STRUCTURE

The structure for Proposals should be as follows:

A. COVER PAGE (1 Page):

Identifying the name of the RFP, the Proponent name, the point of contact and associated contact information (including mailing address and email), and the date of submittal.

B. TRANSMITTAL LETTER (1 Page):

Provide a brief overview of the key elements of the Proponent's proposal and why the Proponent should be selected. Include the Proponent's certification that they have read and understand the requirements of the RFP (and any addenda that may be released) and agree to comply with those requirements. This letter should be signed by an official with the legal authority to bind the Proposal; if a corporation, a corporate resolution must be included as an attachment authorizing the official who signs the Proposal. **The Corporate Resolution does not count toward the Proposal page limit.** The letter shall include a statement that the Proposal and all terms and pricing presented therein are to be valid for a minimum of one hundred and eighty (180) days.

At any time during the procurement, evaluation, negotiation, award, or contracting process, COR3 may request additional documentation or information reasonably necessary to verify the identity of any individual signing, certifying, submitting, negotiating, or otherwise acting on behalf of the Proponent, as well as such individual's authority to represent or legally bind the Proponent. Such verification may include, without limitation, a copy of a valid government-issued photo identification, passport, driver's license, corporate records, resolutions, certificates of incumbency, powers of attorney, or other documentation or verification measures deemed appropriate by COR3 or requested or required by any governmental, oversight, funding, or regulatory entity with authority over COR3, this procurement process, or any resulting contract. The Proponent shall timely cooperate with any such request. Failure or refusal to provide information

reasonably requested by COR3 to verify an individual's identity or authority may result in rejection of the Proposal, disqualification from the procurement process, or COR3 declining to execute a resulting contract, as applicable.

Proponent shall affirmatively represent and certify its commitment to adhere to all applicable federal requirements and programmatic standards applicable to federally funded infrastructure projects, including the acknowledgment that any funds disallowed, deobligated, or recouped by any federal government entity shall be deducted from the fee or compensation to Contractor to the extent that the disallowance, deobligation, or recoupment is the fault of Contractor.

C. PROPONENT EXPERIENCE (Maximum 5 pages)

Proponents must describe the history, qualifications, and relevant experience of the firm as they relate to the Grant Management Services described in this RFP. The response should demonstrate the Proponent's experience providing grant management, financial and programmatic review, compliance, technical assistance, and related services in support of federally funded disaster recovery and hazard mitigation programs, particularly FEMA's Public Assistance ("PA") Program and Hazard Mitigation Grant Program ("HMGP").

The Proponent shall describe its demonstrated experience performing services comparable in scope, scale, complexity, and regulatory environment to those contemplated under this RFP. Particular emphasis should be placed on experience involving the administration, review, processing, or quality control of grant payment activities, including requests for reimbursement, requests for advance, working capital advances, or comparable grant disbursement processes; review and validation of supporting documentation and claimed costs; eligibility and compliance reviews; cost or price analysis; financial and grant monitoring; and identification and resolution of documentation or compliance deficiencies.

Proponents should also describe their experience providing technical assistance; developing and implementing grant management procedures, protocols, tools, and Standard Operating Procedures ("SOPs"); providing training and knowledge transfer; supporting audit readiness; and advising governmental entities, recipients, or subrecipients regarding the administration and implementation of federally funded disaster recovery and hazard mitigation programs.

The response should demonstrate the Proponent's familiarity and experience, as applicable, with FEMA program requirements and policies, the Stafford Act, 2 C.F.R. Part 200, FEMA PA and HMGP requirements, Section 428 Alternative Procedures, applicable Federal procurement and cost principles, and other Federal requirements relevant to the Grant Management Services contemplated under this

RFP. Proponents should also describe their experience utilizing governmental grant management systems, electronic grants or payment review workflows, and systems used to document, track, review, and process grant-related transactions.

Proponents shall demonstrate experience managing engagements involving multiple grants, projects, subrecipients, or workstreams and coordinating teams responsible for the timely review and processing of significant volumes of grant-related transactions and supporting documentation. The response should describe the Proponent's experience implementing management, quality assurance and quality control, workload allocation, escalation, performance monitoring, and other controls designed to promote the accuracy, consistency, timeliness, and compliance of grant management activities.

For the engagements identified as most relevant to this RFP, Proponents should quantify the scale of the services performed, where reasonably available, including the number of grants, projects, subrecipients, transactions or payment requests reviewed or managed; the approximate dollar value of the grant portfolio or transactions supported; the size of the team managed; the duration of the engagement; and other information demonstrating the scope and complexity of the services performed.

Experience providing services to a FEMA Recipient, State or territorial government, governmental entity, municipality, private nonprofit organization, or other recipient or subrecipient of Federal disaster recovery funds may be included. Experience outside of Puerto Rico may also be included when relevant to the Grant Management Services contemplated under this RFP.

Proponents may utilize subcontractors in the performance of the Grant Management Services contemplated under this RFP. If subcontractors are proposed, the Proponent shall identify each proposed subcontractor, describe its relevant qualifications and experience, and clearly define the services, functions, and responsibilities expected to be performed by each subcontractor. The Proponent shall also describe how proposed subcontractors will be integrated into the Proponent's overall management, staffing, supervision, quality control, and service delivery structure.

Experience and qualifications of proposed subcontractors may be presented as part of the Proposal to demonstrate the capabilities and experience of the proposed team. The Proponent shall clearly distinguish between experience performed by the Proponent itself and experience attributable to a proposed subcontractor or other team member, including the respective role and responsibilities performed by each entity in the referenced engagement.

The use of subcontractors shall not relieve the Proponent of any responsibility or obligation under the resulting Agreement. The Proponent shall remain fully responsible to COR3 for the management, coordination, performance, quality, timeliness, and compliance of all services performed by its subcontractors.

A minimum of four (4) references for the Proponent, acting as Prime Contractor, shall be provided. References should involve engagements of comparable scope, scale, complexity, or relevance to the Grant Management Services contemplated under this RFP. For each reference, the Proponent shall provide a brief description of the engagement; the services and responsibilities performed by the Proponent; the period of performance; the approximate scale of the engagement, where reasonably available; and an explanation of its relevance to this RFP. Each reference shall also include the name, title, organization, telephone number, and email address of a point of contact familiar with the Proponent's performance.

In addition, the Proponent may provide up to two (2) references for proposed subcontractors, where applicable. Subcontractor references shall clearly identify the subcontractor's role and responsibilities in the referenced engagement and the relevance of the services performed to the Grant Management Services contemplated under this RFP.

The references required under this Section, including the required contact information and any subcontractor references, shall be excluded from the five (5)-page limitation.

D. FINANCIAL CAPACITY (Maximum 1 Page):

The Proponent must provide a complete copy, including all accompanying notes and the independent auditor's report, of its most recent **audited financial statements**, which shall be for a fiscal year ending no earlier than December 31, 2025, or, for Proponents having a fiscal year other than the calendar year, the most recently completed fiscal year for which audited financial statements are reasonably available.

If the Proponent's most recent audited financial statements are for a fiscal year ending in 2024 because audited financial statements for fiscal year 2025 are not yet reasonably available, the Proponent shall provide, in addition to its 2024 audited financial statements, its complete unaudited financial statements for fiscal year 2025. The submission of the 2025 unaudited financial statements shall be in addition to, and shall not replace, the interim financial statements required below.

For purposes of this Section, the requirement above applicable to a Proponent whose most recent audited financial statements are for fiscal year 2024 shall be

governed by the specific requirements established for that circumstance and shall not, solely for that reason, require the Proponent to rely upon the alternative financial documentation described below.

The Proponent may provide other financial information it considers materially relevant to COR3's evaluation of its financial capacity. The narrative response shall include a concise summary explaining how the financial information submitted demonstrates the Proponent's financial capacity to comply with all requirements imposed by or resulting from the Agreement to be awarded pursuant to this RFP, including, but not limited to, its ability to maintain sufficient working capital and pay employees and subcontractors while awaiting payment of invoices submitted under the engagement. The Proponent shall provide a statement making a firm commitment that it will timely pay its employees and subcontractors without regard to the timing of payment by COR3 or the Government of Puerto Rico.

In all cases, the Proponent must provide its most recent interim (year-to-date) financial statements for a period ending not more than ninety (90) days prior to the Proposal submission date. The interim financial statements shall include, at a minimum, a Balance Sheet, Income Statement, and Statement of Cash Flows, and shall be certified as true and correct by the Proponent's Chief Financial Officer, Controller, or other authorized financial officer. The interim financial statements are not required to be audited or reviewed by an independent CPA.

If the Proponent is a subsidiary that relies, in whole or in part, on the financial capacity or resources of a parent or holding company to demonstrate its ability to satisfy the obligations arising from any contract awarded pursuant to this RFP, the Proponent must submit a complete copy, including all notes, of the parent or holding company's most recent audited financial statements.

The financial information submitted must demonstrate that the financial resources of the parent or holding company are available to support the Proponent in the performance of the resulting contract. The Proponent must also provide a written certification, letter of financial support, guaranty, or other documentation from an authorized representative of the parent or holding company confirming its commitment to make sufficient financial resources available to the Proponent to enable the Proponent to satisfy its financial obligations under any contract awarded pursuant to this RFP, including its obligations to timely pay employees and subcontractors without regard to the timing of payments by COR3 or the Government of Puerto Rico.

The submission of financial statements from a parent or holding company, standing alone, shall not be sufficient to establish the Proponent's financial capacity unless the documentation demonstrates that such financial resources

are available to support the Proponent's performance of the resulting contract. Likewise, **a reference to the financial capacity or resources of a parent or holding company without the required supporting documentation shall not suffice.**

The preferred documentation for evaluating a Proponent's financial capacity is its most recent audited financial statements. If audited financial statements meeting the requirements set forth above are not available, COR3 may accept, in its sole discretion, unaudited financial statements compiled or reviewed by an independent Certified Public Accountant, provided that the Proponent also submits **one or more of the following**:

(1) *Most recently filed Federal or State Tax Returns* ***and/or***

(2) *Line of credit or cash availability*- **Third-party certification from a bank or financial institution**, dated within sixty (60) days before the Proposal submission date, stating the availability of lines of credit with their terms and conditions, and/or a confirmation from a bank or a financial institution indicating their willingness to provide such line of credit if an Agreement is awarded to the Proponent. The certification or confirmation shall be provided on the bank or financial institution's letterhead, and include its address, email address, and phone number. The minimum required amount of an unencumbered line of credit, unrestricted available cash balances, or a combination thereof, shall be **$10,000,000.00. If the Proponent intends to rely on its own cash balances, either independently or in combination with a line of credit, to demonstrate the required financial capacity, it must provide a statement duly signed by an authorized officer of the Proponent, dated not later than sixty (60) days before the Proposal submission date, certifying that the identified cash balances are unrestricted, available to the Proponent, and will be available and used to fund the services contemplated under the RFP**.

Regardless of whether the Proponent submits audited financial statements or relies upon the alternative financial documentation described above, every Proponent must submit the most recent interim (year-to-date) financial statements required by this Section. The interim financial statements are mandatory and shall not be replaced or satisfied by the submission of unaudited annual financial statements, Federal or State Tax Returns, a line-of-credit certification, evidence of available cash balances, or any other financial-capacity documentation.

The narrative response to this Section shall not exceed one (1) page. The audited financial statements or the alternate documents and the most recent interim (year-to-date) financial statements mentioned above will not count toward the page limit for this section or the overall page limit for the Proposal.

Failure to submit the applicable audited financial statements, any additional annual financial statements required under this Section, or, where applicable, the alternative financial documentation required herein, together with the required most recent interim (year-to-date) financial statements shall result in disqualification of the Proposal, unless COR3 determines, in its sole discretion and under exceptional circumstances, that the omission constitutes a minor or remediable deficiency that may be addressed without providing the Proponent an unfair competitive advantage or otherwise compromising the integrity, fairness, or competitiveness of the procurement process. Nothing in this provision shall require COR3 to permit supplementation or correction of missing financial documentation.

E. PROPOSED APPROACH, ORGANIZATION AND STAFFING PLAN (Maximum 7 Pages):

The Proponent must submit a comprehensive description of how it proposes to organize, manage, staff, and deliver the Grant Management Services described in this RFP. The response must demonstrate the Proponent's understanding of COR3's grant administration and payment management functions and its ability to provide scalable, timely, accurate, and compliant services in support of FEMA's Public Assistance ("PA") Program and Hazard Mitigation Grant Program ("HMGP").

The proposed approach should reflect the Proponent's understanding that the services may involve significant volumes of grant-related transactions, multiple Subrecipients, varying workloads and priorities, and coordination among COR3 personnel, Contractor personnel, Subrecipients, and other parties. At a minimum, this Section shall address the following components:

(1) Technical and Operational Approach

The Proponent shall describe its proposed technical and operational methodology for performing the Grant Management Services contemplated under this RFP. The response should explain how the Proponent will organize and execute assigned services while promoting accuracy, consistency, timeliness, regulatory compliance, and appropriate escalation of complex matters. The narrative should address, at a minimum:

- the proposed approach to the review and processing of Requests for Reimbursement ("RFRs"), Requests for Advance ("RFAs"), Requests for Working Capital Advance ("RFCAs"), and other payment or grant management activities included in the Scope of Work;
- the proposed workflow for Initial Assessment, document review, quality assurance and quality control ("QA/QC"), follow-up, Requests for

Information ("RFIs"), and escalation of complex or unresolved matters, as applicable;

- the approach to reviewing supporting financial, procurement, contractual, cost, and other grant-related documentation in accordance with applicable requirements and COR3 procedures;
- the approach to performing cost and price analyses and other specialized reviews required under the Scope of Work;
- QA/QC procedures designed to promote accuracy, completeness, consistency, and defensibility of reviews and recommendations;
- procedures for identifying, documenting, escalating, and assisting in the resolution of compliance deficiencies, documentation gaps, or other issues affecting the timely processing of assigned work;
- the proposed approach to technical assistance, training, knowledge transfer, development of SOPs and other tools, and support for COR3's continued development of internal institutional capacity;
- the approach to maintaining appropriate documentation and records of work performed in PR DRS or other COR3-designated systems of record; and
- the proposed approach to coordination and communication with COR3 and Subrecipients in connection with assigned services.

The proposed approach shall recognize that the Contractor will provide technical and advisory support to COR3 and shall not independently exercise governmental authority or make final determinations reserved to COR3, FEMA, or another governmental entity.

(2) Organizational Structure and Staffing Plan

The Proponent shall submit a detailed organizational and staffing plan identifying the personnel and resources proposed to perform the Grant Management Services, including personnel of the Proponent and any proposed subcontractors.

An organizational chart shall be provided illustrating the proposed management structure, reporting relationships, functional teams, and lines of responsibility. **The organizational chart shall be excluded from the page limitation applicable to this Section.**

The proposed structure should clearly demonstrate the relationship among the Project Manager, Supervisors, Subject Matter Experts, Grant Specialists, Analysts, and any other proposed personnel or labor categories.

For each proposed Key Personnel member, the Proponent shall identify:

- full name;

- proposed labor category, role, and principal responsibilities;
- employer, including whether the individual is an employee of the Proponent or a proposed subcontractor;
- anticipated level of effort or commitment to the engagement;
- anticipated duration of involvement; and
- location and availability to support COR3 operations, including on-site presence when required.

The Proponent shall describe how personnel will be organized and allocated among workstreams and how staffing levels may be increased, reduced, or reallocated in response to changes in COR3's workload, priorities, transaction volumes, or programmatic needs.

If subcontractors are proposed, the staffing plan shall clearly demonstrate how subcontractor personnel will be integrated into the Proponent's management, supervision, communication, QA/QC, and performance management structure.

(3) Personnel Commitment and Qualifications

The Proponent shall confirm that the Key Personnel identified in the Proposal are available and committed to perform the proposed roles if an Agreement is awarded and possess the qualifications required for their respective labor categories.

Curricula vitae ("CVs") or résumés for proposed Key Personnel shall be submitted as attachments and shall be **excluded from the page limitation applicable to this Section and from any overall Proposal page limitation**.

Each CV or résumé shall clearly identify:

- the individual's education, professional qualifications, certifications, and other relevant credentials;
- experience relevant to the proposed labor category and assigned responsibilities;
- experience with FEMA PA, HMGP, Stafford Act programs, or other relevant federally funded disaster recovery programs, as applicable;
- relevant experience involving grant administration, reimbursement or advance review, financial management, compliance, procurement, QA/QC, technical assistance, or other functions applicable to the proposed role; and
- the individual's role in relevant prior engagements.

The Proponent shall describe its approach to maintaining qualified personnel throughout the term of the Agreement, including continuity of Key Personnel,

replacement of personnel when necessary, onboarding and training, and maintenance of sufficient staffing to perform assigned services.

(4) Resource Capacity, Performance Management, and Proposed Milestones

The Proponent shall describe its overall resource capacity and ability to provide Grant Management Services throughout the term of the Agreement. This RFP does not guarantee any minimum number of personnel, hours, Task Orders, assignments, or amount of compensation, and COR3's staffing and service requirements may increase or decrease based on programmatic and operational needs.

The response shall describe how the Proponent will monitor workload, productivity, quality, staffing capacity, and performance and how it will respond to fluctuations in transaction volume, priority assignments, or other changes in COR3's operational requirements.

The Proponent shall propose **Key Performance Indicators ("KPIs"), milestones, deliverables, and, where appropriate, target timeframes** that may be used to monitor the performance of the contemplated Grant Management Services. Proposed measures may address, as applicable:

- timeliness and productivity of assigned reviews;
- accuracy, completeness, and consistency of work products;
- QA/QC results and frequency of corrections or rework;
- responsiveness to COR3 assignments, priorities, and requests;
- management of pending items, RFIs, and other outstanding matters;
- compliance with established procedures and applicable requirements;
- staffing availability and continuity; and
- timely completion of assigned deliverables, training, technical assistance, SOPs, or other Task Order requirements.

The Proponent may include a proposed workflow, implementation framework, or sample performance dashboard illustrating how assignments will be received, distributed, monitored, reviewed, escalated, and completed.

The proposed KPIs, milestones, deliverables, and target timeframes are intended to demonstrate the Proponent's approach to performance management and **shall not be binding upon COR3**. COR3 may consider such proposed measures in developing Task Orders and performance requirements. The specific milestones, deliverables, performance standards, schedules, and other requirements applicable to an assignment shall be those established or approved by COR3 in the applicable Task Order.

F. INCLUSION OF SMALL BUSINESSES, MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND VETERAN-OWNED BUSINESSES (Maximum 2 Pages):

COR3 is committed to promoting inclusiveness, fair competition, and equal opportunity in its procurement processes. Consistent with 2 C.F.R. § 200.321, Proponents are encouraged to provide opportunities for small businesses, minority businesses, women's business enterprises (WBEs), and veteran-owned businesses to participate in the performance of the Grant Management Services contemplated under this RFP, where practicable.

Proponents shall provide a brief narrative describing their approach to promoting the participation of such businesses in the performance of the resulting Agreement, including any proposed participation as subcontractors, consultants, or other team members. Proponents may describe how such participation may contribute to staffing capacity, specialized expertise, responsiveness, workforce development, local professional capacity, or the overall effective and efficient delivery of Grant Management Services.

If a small business, minority business, women's business enterprise, or veteran-owned business is proposed as a subcontractor, consultant, or other team member, the Proponent shall identify, to the extent known at the time of Proposal submission:

- the name of each such firm;
- the applicable business classification;
- the anticipated role and responsibilities of the firm;
- the estimated percentage or dollar value of the work expected to be performed by the firm, if known; and
- the functional or technical areas in which the firm is expected to participate.

Where a Proponent represents that a proposed firm qualifies under one or more of the categories identified above, the Proponent shall provide applicable certifications or other documentation supporting the represented status, if available from the applicable governmental agency or recognized certifying authority. Such supporting documentation shall be submitted as an attachment and shall be excluded from any applicable Proposal page limitations.

No evaluation points will be awarded under this criterion. Nothing in this Section shall be construed as establishing a mandatory subcontracting requirement, participation quota, set-aside, or minimum percentage of work to be performed by any particular category of business. The absence of a proposed subcontractor or team member within one or more of the categories identified above shall not, standing alone, result in disqualification or a reduction in the evaluation score.

Nothing in this Section relieves the Proponent or any resulting Contractor of any applicable obligation concerning the affirmative steps required under 2 C.F.R. § 200.321, including, where applicable, consideration of qualified small businesses, minority businesses, women's business enterprises, and veteran-owned businesses when subcontracting opportunities arise during performance of the Agreement.

G. LOCAL PARTICIPATION (Maximum 2 Pages):

COR3 is committed to promoting meaningful local participation in the provision of professional disaster recovery grant management services, consistent with Puerto Rico's public policy objectives to strengthen local industry, enhance workforce development, develop and retain local professional capacity, and promote efficient and cost-effective government procurement.

As part of its Proposal, each Proponent shall describe its proposed **Local Participation** in the performance of the Grant Management Services contemplated under this RFP. For purposes of this evaluation criterion, Local Participation may be demonstrated through Puerto Rico-based employees or professionals of the Proponent, Local Parties serving as subcontractors or consultants, partnerships with Puerto Rico firms or professionals, or a combination thereof.

No particular form of Local Participation, including subcontracting, is required or shall receive preferential consideration solely because of the contractual or employment arrangement through which such participation is provided. Puerto Rico-based employees and professionals of the Proponent, local subcontractors and consultants, and other Local Parties may receive equivalent consideration when their proposed roles demonstrate comparable levels of responsibility, commitment, availability, and substantive participation in the performance of the Agreement.

The Proponent shall identify, to the extent known at the time of Proposal submission, the Puerto Rico-based personnel, Local Parties, subcontractors, consultants, or other local resources proposed to participate in the performance of the Agreement. The Proponent shall describe their anticipated roles and responsibilities, qualifications and relevant experience, expected level of participation, and how such resources will be integrated into the Proponent's overall service delivery model. Proponents should also describe, as applicable, the proposed local resources' familiarity with Puerto Rico's governmental and operational environment and experience coordinating with governmental entities, municipalities, private nonprofit subrecipients, or federally funded disaster recovery programs.

For Grant Management Services, meaningful Local Participation may enhance responsiveness, facilitate coordination and communication with COR3 and its

subrecipients, support continuity of operations, reduce unnecessary travel and logistical costs, and contribute to the development and retention of disaster recovery and grants management expertise in Puerto Rico. Proponents should describe how their proposed Local Participation will contribute to staffing capacity, knowledge transfer, workforce development, and the continued development of local professional capacity.

COR3 will evaluate the nature, extent, and substantive contribution of Local Participation, rather than the particular contractual arrangement through which such participation is provided. Evaluation may consider the extent of the proposed participation; the roles and responsibilities assigned to Puerto Rico-based personnel and Local Parties; their qualifications, availability, and expected level of commitment; their integration into the proposed team and service delivery model; and the Proponent's demonstrated ability and commitment to maintain meaningful Local Participation throughout the term of the Agreement.

The mere existence of an office in Puerto Rico, registration or authorization to do business in Puerto Rico, identification of Puerto Rico-based personnel or a Local Party without a defined and substantive role, or the inclusion of a local subcontractor solely for purposes of Proposal submission shall not, standing alone, warrant the maximum points available under this criterion.

H. COST PROPOSAL:

Provide the labor table provided in **ATTACHMENT F** to this RFP. The Cost Proposal shall include the hourly rate for the positions listed. The rates should be inclusive of all labor costs, including any overhead and profit. No overtime will be paid by COR3, and no additional markups will be allowed.

There should be no blanks or zero-dollar amounts for any fees. The rates included in the proposal must be the Proponent's lowest discounted government rates and must be the same throughout the life of the contract, which includes the two (2) additional option terms. Both option terms will be under the same terms and conditions, and at the full discretion of COR3. Refer to Section 4.2 for additional details.

Any reasonable and necessary out-of-pocket expense directly related to the services rendered under the executed contract shall comply with *COR3's Contractor's Travel Expense and Billing Policy*, included in **ATTACHMENT B,** and **be pre-authorized by COR3**.

I. COMMITMENT TO COMPLY WITH ALL APPLICABLE FEDERAL AND PUERTO RICO LAWS AND REGULATIONS (1 Page):

Proponents shall describe their approach to ensuring compliance with all applicable Federal and Puerto Rico laws, regulations, executive orders, policies, and program requirements relevant to the administration, implementation, monitoring, and oversight of federally funded disaster recovery and hazard mitigation programs.

The response should address the Proponent's approach to identifying, communicating, and implementing applicable requirements, including changes in Federal or Puerto Rico laws, regulations, FEMA policies, guidance, and other program requirements that may affect the services performed under this RFP. This includes, as applicable, requirements related to FEMA's Public Assistance (PA) Program and Hazard Mitigation Grant Program (HMGP), 2 C.F.R. Part 200, financial management and cost principles, procurement requirements, eligibility and documentation requirements, internal controls, monitoring, reporting, and audit readiness.

Proponents shall describe the internal processes, controls, quality assurance measures, and escalation procedures used to promote consistent compliance throughout the performance of the Agreement.

Proponents should further describe how they will maintain awareness of changes in applicable requirements and ensure that such changes are timely communicated to COR3 and incorporated into the performance of assigned services, as appropriate.

J. EVIDENCE OF INSURANCE REQUIREMENTS:

Proponent shall submit evidence of insurance that meets or exceeds the requirements of the RFP, **or a signed certified statement from an official legally authorized to bind the Proponent that commits the Proponent to deliver evidence of the required insurance within seven (7) days of selection**, including that the Puerto Rico Public-Private Partnerships Authority and the Puerto Rico Central Office for Recovery, Reconstruction and Resiliency have been listed as a named insured under its insurance for purposes of this engagement.

Insurance Requirements (Proponents evidence of insurance is exempt from the Proposal's page limit)

The selected proponent shall obtain and always maintain during the Term of the Agreement an insurance policy with the following minimum coverages:

i. Commercial General Liability insurance in the minimum amount of $1,000,000 per occurrence and $2,000,000 aggregate. It shall be the Proponent's obligation to submit to COR3 the corresponding Insurance certifications evidencing such coverages and identifying COR3/Authority as Additional Insured. The certification to be provided must identify the Provide Hold Harmless Agreement Clause.

   a. The insurance policies required herein must remain in effect during the term of the Contract.

   b. All policies must be underwritten by an insurance company authorized by the Office of the Insurance Commissioner or Puerto Rico to do business in Puerto Rico. Best classification of not less than A- (Excellent) and Financial Size Category VI.

ii. Coverage shall either be occurrence based or maintained for the duration of the resulting contractual agreement and two years following the completion of services provided.

iii. Cancellation. The selected proponent will immediately notify COR3 of any cancellation of or material change in any insurance policy, and each such insurance policy to be provided pursuant to the provisions hereof (except for the workmen's compensation insurance provided by the State Insurance Fund) shall contain an agreement by the insurer that it will not modify or cancel such policy, except upon at least thirty (30) calendar days prior written notice to COR3, such notice to be sent by either certified or registered mail.

iv. COR3's Reserved Rights. COR3 reserves the right to require the selected proponent, from time to time, to increase its coverage limits under any of the insurance policies required herein, or under any coverage thereunder. Policies and/or certificates evidencing the increased insurance protection shall be deposited with COR3 by the selected proponent within thirty (30) days of COR3's written request.

4.10.2. <u>ATTACHMENTS</u>

All Proponents must sign, fill out, and return all **ATTACHMENTS (A, C, D, E, and F)** with the proposal. Also, as needed or required by applicable law, the Proponent must submit any update to the information provided in the Attachments in compliance with the duty to inform the existence of a potential conflict of interest, which is of a continuous nature at all stages of the contracting process, per dispositions of Act 2-2018.

4.11. CHANGE TO PROPOSAL WORDING

If the Proponent wishes to amend its Proposal after submission, it may do so only by making a request to the RFP Coordinator via e-mail as described in Section 4.4. Any amendment must be made by submitting a revised Proposal in its entirety and clearly marked "Amended Proposal". COR3 will consider amended Proposals to replace and supersede any earlier submission. No amended Proposal may be submitted after the Proposal submission deadline. COR3 may request additional information after this deadline only for purposes of clarification.

4.12. PROPONENT'S ERRORS AND OMISSIONS

COR3 reserves the right to reject a submission that contains an error or omission. COR3 also reserves the right to request correction of any errors or omissions and/or to request any clarification or additional information from any Proponent, without opening clarifications for all Proponents. Proponents will be provided with a reasonable period in which to submit written responses to COR3's requests for clarification or additional information. Proponents shall respond by the deadline stated in the correspondence.

4.13. PROPONENT'S EXPENSES

Proponents are solely responsible for their expenses in preparing a Proposal and for subsequent negotiations with COR3, if any. COR3 will not be liable to any Proponent for any claims, costs, or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with any final Agreement, or any other matter whatsoever.

4.14. SELECTION OF PROPOSAL IN THE BEST INTERESTS OF PUERTO RICO

Notwithstanding the selection criteria set forth in the RFP, COR3/P3 reserves the right to select a Proposal(s) that, in its sole judgment, is consistent with and responsive to the goals of the Government's recovery plan, irrespective of whether it is the apparent lowest-priced Proposal if it is determined by COR3 and/or P3 to be in the best interests of Puerto Rico. Also, as required by Executive Order OE-2021-029, COR3/P3 reserves the right to select the best-qualified Proponent for providing the professional services procured in this RFP if that person meets the needs of the service most appropriately, using criteria of trust and confidentiality when it is prudent and necessary.

4.15. NUMBER OF AWARDS

At the sole discretion of COR3 and based upon the breadth and experience of Proponents to this RFP, or other factors considered in the best interests of Puerto Rico, COR3 may award contracts to more than one Proponent. In such case, Proponents acknowledge and accept that COR3 reserves the right, in its absolute discretion, to further negotiate the terms and

conditions of their Proposals and to withdraw an award(s) if an agreement acceptable to COR3 is not reached, notwithstanding the Proponents' submission of Best and Final Offers ("BAFOs").

4.16. WITHDRAWAL OF PROPOSAL

A Proponent may withdraw a Proposal at any time up to the date and time that the RFP is awarded. The withdrawal must be submitted in writing to the RFP Coordinator. Absent a full withdrawal, Proponent must certify in the transmittal letter that its Proposal, including the submitted cost proposal and pricing, will be valid for one hundred eighty (180) days from COR3's receipt.

4.17. NO OBLIGATION TO CONTRACT/ REJECTION OF PROPOSALS/ CANCELLATION OF RFP

Issuance of this RFP does not constitute a commitment by COR3 to make an award, issue a Notice of Award, or execute a contract. Participation in this procurement process, selection for award, or issuance of a Notice of Award shall not create any vested, proprietary, contractual, or other enforceable right or entitlement in favor of any Proponent.

Any selection, recommendation for award, or Notice of Award issued in connection with this RFP shall be preliminary and expressly conditioned upon the successful completion of the procurement and contracting process and all applicable reviews and approvals. At any time prior to the execution and delivery of a binding contract, COR3 reserves the right, in its sole discretion and to the extent permitted by applicable law, to review, reconsider, clarify, correct, modify, amend, withdraw, rescind, or supersede any selection, recommendation for award, or Notice of Award, including the identity or number of Proponents selected for contract award, when COR3 determines that such action is necessary or appropriate to address the procurement record, comply with applicable requirements, correct or clarify the procurement process, obtain required governmental approvals, or otherwise protect the interests of COR3 or the Government of Puerto Rico.

The execution of any contract resulting from this RFP shall be subject to all approvals required by applicable law or governmental authority, including approval by the Financial Oversight and Management Board for Puerto Rico ("FOMB"), if applicable. No award, Notice of Award, communication regarding selection, commencement of negotiations, request for documentation, or other action taken during the procurement or contracting process shall constitute a binding obligation of COR3 or the Government. COR3 shall have no binding obligation, duty, or commitment to any Proponent unless and until a final contract has been duly approved, executed, and delivered by all required parties.

If COR3 is unable to negotiate a mutually satisfactory agreement with a Selected Proponent, if a Selected Proponent fails to satisfy any condition required for contract execution, or if COR3 otherwise determines that proceeding with a Selected Proponent is

not in its best interests, COR3 may, in its sole discretion, discontinue negotiations, negotiate with another qualified Proponent, reconsider the award determination, or cancel or reissue the procurement, subject to applicable law.

COR3 further reserves the right to accept or reject, in whole or in part, any or all Proposals; waive or permit the correction of informalities or minor irregularities to the extent permitted by applicable law; request clarifications or additional information; cancel this RFP; or reissue this RFP or a modified solicitation at any time prior to the execution of a binding contract if COR3 determines that doing so is in its best interests or the best interests of the impacted communities or the Government of Puerto Rico. If any or all Proposals are rejected, COR3 reserves the right to resolicit the required services.

4.18. OWNERSHIP OF PROPOSALS

All documents, including Proposals submitted to COR3, become the property of COR3 upon submission. Any information provided to COR3 may be subject to requests for open records or access to public information. Selection or rejection of a Proposal does not affect this provision.

4.19. WAIVER OF INFORMALITIES

COR3 reserves the right to waive any informality and/or irregularity in a Proposal or offer if it determines that doing so is in its best interests, the best interests of the impacted communities, and/or the Government of Puerto Rico.

4.20. CONFIDENTIALITY OF PROPOSALS

Upon completion of the RFP process, COR3/P3 will make public its report regarding the procurement and selection process, which shall contain certain information related to this RFP process, except trade secrets, pricing, and proprietary or privileged information of the Proponents. Information considered trade secrets or non-published financial data may be classified as proprietary by the Proponents.

COR3 shall have no obligation to treat any information submitted in connection with a Proposal as proprietary or confidential unless (i) the Proponent so identifies such information in its Proposal as proprietary or confidential, and (ii) COR3 determines that the information is proprietary or a trade secret and legitimately requires such treatment or that it must otherwise be protected from publication according to law. COR3 obligations with respect to the protection and disclosure of such information shall always be subject to applicable law. Provision of any information marked as confidential or proprietary shall not prevent COR3 from disclosing such information if required by law.

If the Proponent desires to identify any information submitted in connection with a Proposal as proprietary or confidential, it shall limit such designation **strictly and exclusively to those specific portions of the Proposal that constitute proprietary information, trade secrets, or other confidential information protected from disclosure under applicable law**. Any such information must be specifically identified and clearly marked by the Proponent. **Proponents are hereby advised that redactions are permitted only for information that falls within the categories described above.**

The designation or redaction of an entire Proposal or substantial portions thereof without a specific and legally supportable basis is prohibited. **A redacted copy that is entirely or substantially redacted, or that contains redactions beyond the limited categories authorized by this Section, may be deemed non-responsive and may result in the disqualification of the Proponent.** COR3 reserves the right to require clarification or justification regarding any confidentiality designation or redaction and to determine, in accordance with applicable law, whether the information is entitled to confidential treatment.

COR3 shall have the right to use all portions of the Proposal other than those portions properly identified and marked as confidential or proprietary as it considers necessary or desirable in connection with this RFP. By submitting a Proposal, the Proponent grants COR3 an unrestricted license to use such non-confidential portions of the Proposal for purposes related to this procurement and the resulting contract.

All Proponents are required to submit a separate redacted copy of their Proposal. The redacted copy must otherwise be complete and identical in substance to the original Proposal, except for the specific information properly redacted pursuant to this Section. COR3 reserves the right to make the redacted copy publicly available at the conclusion of the RFP process or as otherwise required by applicable law.

If a Proponent fails to submit a redacted copy, COR3 may consider the Proponent to have identified no portion of its Proposal as confidential or proprietary and may use the original Proposal to me made publicly available and/or for purposes of responding to requests for public disclosure, subject to applicable law.

The ultimately awarded contract(s), including all prices, rates, fees, and other compensation set forth therein, **shall not be considered confidential or proprietary** and may be made publicly available.

4.21. COLLECTION AND USE OF PERSONAL INFORMATION

Proponents are solely responsible for familiarizing themselves and ensuring that they comply with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees. If this RFP

requires Proponents to provide COR3 with the personal information of employees who have been included as resources in the Proposal to this RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to COR3. Such written consents are to specify that the personal information may be forwarded to COR3 for the purposes of responding to this RFP and used by COR3 for the purposes set out in the RFP. COR3 may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to COR3.

4.22. RFP AND PROPOSAL AS PART OF THE AGREEMENT

This RFP, as well as any related solicitation documents such as Addenda and Questions & Answers, and the selected Proponent's Proposal, will become part of any contract between COR3 and the awarded Proponent. If the terms of the RFP and related documents or Proposal conflict with the contract, the contract terms shall prevail.

5. SCOPE OF WORK

5.1. SCOPE OF SERVICES

COR3 seeks to select a qualified firm or team to provide grant management services and assist in the execution of necessary disaster recovery efforts in accordance with federal and governmental requirements and the COR3's Payment and Cash Management Policy (Ch.7). Some of these services may include the development of a reconstruction framework in compliance with the infrastructure reform of the Fiscal Oversight and Management Board (FOMB), as part of the corresponding Fiscal Plan under the Puerto Rico Oversight, Management and Economic Stability Act (PROMESA).

The Payment and Cash Management Policy (Ch.7) addresses COR3 governing policies, procedures, and related responsibilities for the disbursement of FEMA PA and HMGP programs. This policy is the guide for the disbursement process, and it is the foundation for the Federal and Local audits process. Qualified firms should be able to comply with the requirements of COR3's Payment and Cash Management Policy and any updated version available. This process is related to the eligibility of project costs and the amount of Federal funds recommended for payment in representation of COR3.

Qualified firms should have experience in all aspects of grant claim review procedures associated with disaster recovery programs in the aftermath of hurricane or natural disasters and how they relate to Federal funding. Consideration will be given to respondents who have prior experience with Section 428 of the Stafford Act, current provisions related to the Recovery Programs found in the Stafford Act, 44 C.F.R.; 2 C.F.R., HUD

regulations, and others applicable. It is anticipated that the successful respondent will be prepared to immediately implement best practices for grant management services.

Below is a general description of the components included in the Scope of Work ("SOW"):

A. Management and Processing of Requests for Reimbursement (RFRs).

Through the Request for Reimbursement (RFR) process, COR3 provides payments for documented and compliant costs already incurred by the Subrecipient. COR3 performs a two-level Document Review, which includes a quality control review, to determine if the claimed expense(s) were incurred in accordance with applicable regulatory and program rules and used for their intended purpose. Claimed costs are 100% validated and a recommendation to pay is issued for the documented and compliant amount prior to disbursement from COR3.

The review process of each RFR should include, but is not limited to:

Initial Assessment (IA) Stage

Once the Subrecipient submits the RFR in Disaster Recovery System (DRS), the COR3 Initial Assessment Reviewer (IAR) performs a cursory review of the project and supporting documentation to determine if the RFR was submitted correctly. If the request passes the initial assessment, the IAR will assign a Grant Reviewer (GR) and advance the Request to Document Review. If not, the IAR will return the RFR to the Subrecipient with a note detailing the reason(s).

Document Review Stage

Once the RFR has passed IA, the assigned GR will review the Project Worksheet (PW) and RFR documentation to determine if the required RFR documentation has been provided and is accurate, valid, and complete. The GR will also determine if the claimed costs are within the PW Scope of Work (SOW), and that the expenses were incurred in accordance with applicable regulatory and program rules and used for their intended purpose.

If additional information is required to make a determination, the GR will draft a Request for Information (RFI) and advance the RFR to their Supervisor for review and approval prior to submitting the RFI to the Subrecipient. When the GR has enough information to recommend payment, the GR will input the results and advance the RFR to Document Review Quality Control.

Document Review Quality Control Stage

In this stage, the COR3 Quality Control Reviewer (QAQC Reviewer) performs a quality assurance review of the GR's work to validate the recommended payment amount,

Request for Information (RFI) draft notification (if applicable), and completed review tool.

B. Management and processing of Requests for Advance (RFAs).

The Request for Advance (RFA) process is a payment request process that facilitates the disbursement of funds to a Subrecipient prior to the submission of expense documentation. Subrecipients are required to create the RFA within the DRS system, present the procurement documentation, contract and any amendments, and a Spend Plan. Advances are limited to the minimum amount of funds required within a 90-day period.

Initial Assessment Stage

Once the Subrecipient submits the RFA in DRS, the COR3's IAR performs a cursory review of the project and supporting documentation to determine if the project is eligible for an RFA, the RFA was submitted correctly, and that the Subrecipient has provided documentation for the GR to review. If the request passes the initial assessment, the IAR will assign a GR and advance the request to Document Review. If not, the IAR will return the RFA to the Subrecipient or, depending on the issue, move it to the Pending Resolution queue.

Document Review Stage

Once the RFA has passed the IA, the assigned GR will review the PW and RFA documentation to determine if the required RFA documentation has been provided and is accurate, valid, and complete. The GR will also determine if the claimed costs are within the PW SOW. If additional information is required to make a determination, the GR will draft an RFI and advance the RFA to their Supervisor for review and approval prior to submitting the RFI to the Subrecipient. When the GR has enough information to recommend payment, the GR will input the results and advance the RFA to Document Review Quality Control.

Document Review Quality Control Stage

In this stage, the COR3 QA/QC Reviewer (QAQC Reviewer) performs a quality assurance review of the GR's work to validate the recommended payment amount, Request for Information (RFI) draft letter and list (if applicable) and completed RFA Review Tool.

C. Management and processing of Requests for Working Capital Advance (RFCAs).

If a Subrecipient cannot meet the criteria for advance payments, and a request for reimbursement is not feasible because it lacks sufficient working capital, COR3 may provide cash on a working capital advance basis. This Pilot Program may be requested by all PA and HMGP eligible Subrecipients for large permanent work projects for all

current disasters. All eligible projects may receive a working capital advance in increments of 5% up to 25 percent increments of the obligated federal share of the PW amount.

Initial Assessment Stage

Once the Subrecipient submits the RFCA in DRS, the COR3's IAR performs a cursory review of the project and supporting certification to determine if the project is eligible for an RFCA, that the RFCA was submitted correctly, and that the Subrecipient has provided the required certification for the GR to review. If the request passes the initial assessment, the IAR will advance the request to the Finance Division for the Ready to Pay stage. If not, the IAR will return the RFCA to the preparation queue or, depending on the issue, move it to the Pending Resolution queue.

D. Provide cost analysis.

All contract awards must have an analysis that proves the prices incurred are fair and reasonable. The level of this analysis detail is determined by the nature of the contract and what products/services are provided. There are two (2) levels of a cost review by Federal policy dependent on the value of the contract. A price analysis is almost always inherently provided when proper procurement is demonstrated. Without this demonstration, separate from procurement, a Price Analysis or Cost Analysis is required when proper procurement with full and open competition is not demonstrated in the method by the Subrecipient. This analyst review process must be performed when the Subrecipient has not demonstrated proper procurement and a price or cost analysis is provided.

Having available a technical team that will provide the proper evaluation of cost and price analysis for contracts and/or transactions from Subrecipients to justify the cost reasonableness.

E. Provide the necessary training to COR3 personnel and Subrecipients related to all grant activities.

Proponents should have the expertise and resources to provide the necessary training to COR3 personnel and Subrecipients related to all activities included in this RFP. Proponents are expected to assist COR3 to further build its internal capacity to perform the contracted services, as part of the transition to an in-house approach.

F. Provide recommendations and technical assistance in order to maximize the quality of project execution and impact by supporting the administration, management, and development of strategies or ideas.

Technical assistance is non-financial assistance provided by specialists. It can take the form of sharing information and expertise, drafting material, instruction, skills training, transmission of working knowledge, and consulting services and may also involve the transfer of data.

Technical assistance aims to maximize the quality of project implementation and impact by supporting administration, management, policy development, capacity building, etc.

G. Processing Small PWs payments.

FEMA obligates Small Projects based on actuals and/or cost estimates, and they do not generally adjust funding based on actual incurred costs. Expense-supporting documentation is not required by FEMA; therefore, COR3 disburses funding to Subrecipients for Small Projects without a Payment Request Form or submittal of expense documentation. Upon obligation, initial or amendment approval, DRS generates a Small Project Payment (SPP) Request. COR3's IAA performs basic quality control activities and advances the payment to Ready to Pay.

H. Drafting of SOPs.

Proponent must have expertise in creating a detailed description of the internal procedures established by COR3 related to grant management. For a more detailed description of the SOW, refer to Attachment E.

In addition, the Proponent must provide knowledge and expertise in the following:

- FEMA appeals process, pursuant to the Stafford Act, Section 423, 42 U.S.C. § 5189a; Code of Federal Regulations, 44 C.F.R. §206.206, §206.440.
- FEMA, HUD/Community Development Block Grant (CDBG), Section 428, Hazard Mitigation measures, and other federal disaster grant and assistance programs.
- Development of a framework for reconstruction that incorporates resiliency measures to build to a risk-adjusted level.
- Environmental review and permitting process with opportunities for accelerated review, where appropriate, according to federal and local laws.
- Procurement and delivery best practices and lean construction practices.

Similarly, Proponent must be willing to have ongoing communications with subrecipients, to document all relevant information, and to follow all applicable laws, regulations, and guidelines.

Proponent will commit to comply with the provisions of COR3's Ch.7, and any updated version available.

All reviews will be conducted in the COR3 systems of record (Puerto Rico Disaster Recovery Solution- PR DRS), or similar as deemed appropriate by COR3.

5.2. TASK ORDERS

Services will be rendered pursuant to Task Orders that COR3 may issue from time to time through the DRS (or similar platform as determined by COR3), directing services to be performed and the funding available for such services. Task Orders may be issued at the sole discretion of COR3 for projects that may include training services to COR3 employees to build internal capacity to perform the contracted services. Such services will be charged, prior to Task Order approval and after negotiation, based on the time, materials, and resources to be employed in accordance with *COR3's Contractor, Travel, Expense, and Billing Policy*.

The selected Proponent will be required to prepare and provide all documentation related to its provision of services to ensure that the costs incurred under its contract with COR3 are reasonable, appropriately allocable, and allowable. The Contractor will be compensated for each Task Order on a per-project basis, inclusive of all costs. In the event COR3 approves reimbursement of additional costs, such approval must be in writing, and reimbursement will be subject to the *COR3 Contractor, Travel, Expense, and Billing Policy*. The *COR3 Contractor, Travel, Expense, and Billing Policy* applies to all contracts awarded as a result of this RFP, but to the extent the RFP or contract differs from the *COR3 Contractor, Travel, Expense, and Billing Policy*, the document control in the following order: (1) contract; (2) *COR3 Contractor, Travel, Expense, and Billing Policy* (3) RFP.

5.3. COMMENCEMENT OF SERVICES

Selected Proponents must be prepared to commence these services after the issuance of a Task Order, in the direction of COR3, once the contract has been duly registered at the Comptroller's Office Registry.

5.4. MILESTONES

The proponent shall establish Key Performance Metrics within the Proposal that clearly indicate project milestones and deliverables tied to an overall proposed project schedule. These milestones and deliverables shall be considered by COR3 during the issuance of Task Orders but are not binding to COR3 in any way.

5.5. KEY DELIVERABLES

Deliverables shall be considered tangibles and resulting work products that are to be delivered to COR3, such as draft documents, data, meetings, presentations, and reports. Reports shall include a detailed narrative including assumptions and clarifications, and any

other information or documentation that was used to reach the conclusions as established in the reports. Reports must also establish each resource that participated in its development.

Deliverables shall be in an editable format such as Word, Excel, PowerPoint, Adobe PDF, Adobe Illustrator, Photoshop, Indesign, Tableau or Visio, and/or other formats. **All deliverables and resulting work products from this contract will become the property of COR3.** The Proponent shall certify the accuracy of its deliverables to COR3.

At a minimum, the key deliverables to be provided may include such items as:

- Comprehensive reports on actions taken and advice given.
- Work papers and analysis providing information about the process used to develop reports.
- Assessment of process limitations in existing programs or efficiencies to be gained (if any) after review.
- Discussion of any potential concerns from Federal agencies (i.e., HUD, FEMA) or findings, as well as a corrective plan of action.
- Analysis and recommendations with regard to applicant's management.
- Quarterly reports on activities.
- Reporting and updating timelines.
- Project work plans, timeframes, and budget tools.
- Proposed system(s) and template(s) used to capture and report information.
- The deliverables are complete only when presented in their entirety and only for the purpose stated therein.

5.6. REPORTING

COR3 is required to maintain a high degree of contractor oversight and efficient and effective cost controls. Failure to do so risks eligibility for federal reimbursement of the costs incurred under any agreement entered pursuant to an award under this RFP. In addition to the above Key Deliverables, the following is a list of the Reports that may be required by COR3:

Biweekly Status Report - A biweekly report which contains the following information:

- Staffing: a description of significant anticipated changes to the Contractor's staffing plan, including, but not limited to, additions or departures of employees, independent contractors, subcontractors, etc.; promotions and demotions of the aforementioned persons as it relates to their work for the Authority; planned vacations or leaves of absence that will impact workflow; and other human resource related information that will affect the Contractor's provision of services to COR3.

- Summary of Work Performed: a brief description of the work performed in the preceding work week, including a list of open projects and their progress as compared to the previous weeks.

- List of Meetings: a list of meetings the Contractor held in the preceding weeks with third parties (i.e., sub-applicants/subrecipients, federal agencies, or other contractors), including a description of the discussion and the result of the discussion or action items.

- Needs List: a numbered list of work items, information, or decision points that the Contractor requires from COR3 for the week ahead, including key obstacles, if any, that may affect the progress of the project and/or potential contingencies, listed in priority order, with the highest first.

Weekly Presentation - A weekly presentation by the Contractor's Designated representative and any other key personnel as may be requested by COR3. The presentation at the request of COR3 could include a PowerPoint or similar document that provides the status of the overall program being managed, including quantifiable metrics (e.g., the number of projects and total dollar value of projects at each stage of the grant process and average duration projects remain at each stage). The presentation should also highlight key successes and challenges of the preceding month and the total approved and total denied, among others.

5.7. STAFF REQUIREMENTS

All services shall be performed under the direction of the COR3 Executive Director and/or designated personnel. Proponents must also be aware of any restrictions imposed by Act No. 1-2012, known as the Puerto Rico Government Ethics Act of 2011, on former COR3 employees when proposing staff.

The selected Proponent shall have or will secure, at its own expense, all personnel required to perform the services under the contract. COR3 expects the Selected Proponent to provide competent and fully qualified staff who are authorized or permitted under federal, state, and local law to perform the scope of work under the agreement without any conflict of interest. COR3 reserves the right to request the removal of any staff not performing to standard. No replacement or substitution of Key Personnel may be made without COR3's prior written approval. Contractor shall ensure that all other personnel assigned to the Agreement satisfy the applicable minimum qualifications established in this RFP and any applicable Task Order. COR3 reserves the right to review and approve personnel assignments and to require the removal or replacement of personnel that do not satisfy applicable requirements or performance standards.

The total number of contracted personnel depends on the Scope of Work and the needs that may arise in COR3. The components of the Scope of Work are not intended to be exhaustive or limit the work tasks that may be performed by the Contractor and its personnel. All duties and responsibilities assigned to any contracted personnel shall be under the direction and oversight of COR3 staff. The GPR and Proponent may work together and adjust the hours within the Contract term. The Contractor shall staff each component of the Scope of Work, and the corresponding Task Order must be approved. COR3 has the discretion to request additional staff, including different or additional positions, depending upon the size, complexity, and demands of the assigned Scope of Services. Such request shall be made by Task Order.

The table below identifies the positions required to perform the services contemplated under this RFP and establishes the minimum qualifications and requirements applicable to each position.

Position	Description	Minimum Requirements
Analyst	➢ Provides analytical, administrative, and technical support for Grant Management Services performed under assigned Task Orders. ➢ Performs initial review, organization, validation, and tracking of documentation submitted in connection with Requests for Reimbursement (RFRs), Requests for Advance (RFAs), grants, projects, and other assigned grant management activities. ➢ Reviews supporting documentation for completeness and consistency, including invoices, contracts, procurement records, proof of payment, cost documentation, and other records, in accordance with established COR3 procedures and review protocols. ➢ Identifies missing, incomplete, or inconsistent documentation and communicates identified issues to the assigned Grant Specialist, Supervisor, or other designated personnel for further review and appropriate action. ➢ Performs data entry, data validation, reconciliation, tracking, and maintenance of grant- and project-related information in COR3-designated systems, databases, trackers, and files. ➢ Assists in the preparation and organization of documentation, working papers, reports, correspondence, requests for information,	➢ General knowledge of Federal grant administration requirements and applicable Federal and Puerto Rico requirements relevant to federally funded programs. ➢ Familiarity with FEMA Public Assistance, Hazard Mitigation, or other federally funded disaster recovery programs is preferred. ➢ Ability to review, organize, analyze, reconcile, and maintain financial, contractual, procurement, and grant-related documentation and data. ➢ Strong organizational, analytical, attention-to-detail, and written and verbal communication skills. ➢ Must be fully bilingual in English and Spanish. ➢ Bachelor's degree, preferably in accounting, business administration, finance, engineering, architecture, construction management, public administration, or a related field; or equivalent relevant professional experience demonstrating the ability to perform the required duties.

	and other materials required in connection with assigned grant management activities. ➢ Tracks pending documentation, outstanding items, deadlines, and the status of assigned reviews and provides timely updates to the Grant Specialist or Supervisor. ➢ Supports Grant Specialists and Supervisors in monitoring assigned grants, projects, Subrecipients, reimbursement and advance requests, and other grant administration activities. ➢ Assists with research and compilation of information related to applicable Federal and Puerto Rico requirements, FEMA policies and guidance, and COR3 procedures, as directed. ➢ Supports quality control, reporting, audit readiness, records management, and other administrative or analytical activities associated with the performance of Grant Management Services. ➢ Escalates matters requiring substantive programmatic, financial, procurement, compliance, or policy determinations to the Grant Specialist, Supervisor, Subject Matter Expert, or designated COR3 personnel, as appropriate. ➢ Performs other analytical and grant administration support functions consistent with the scope of the applicable Task Order and this labor category.	➢ Minimum of one (1) year of relevant experience in the administration, implementation, monitoring, documentation, financial review, or management of federally funded programs, or other experience directly relevant to the duties of this labor category.
Grant Specialist	➢ Performs substantive grant management activities for assigned FEMA Public Assistance (PA), Hazard Mitigation Grant Program (HMGP), and other federally funded disaster recovery matters administered by COR3, as applicable. ➢ Reviews Requests for Reimbursement (RFRs), Requests for Advance (RFAs), and related supporting documentation for completeness, consistency, and compliance with applicable program requirements, COR3 policies and procedures, and the terms of the applicable grant or project. ➢ Reviews invoices, contracts, procurement documentation, proof of payment, cost documentation, and other records submitted in support of reimbursement or advance requests, as applicable to the assigned review.	➢ Knowledge of Federal grant requirements and applicable Puerto Rico requirements relevant to the administration of federally funded disaster recovery programs. ➢ Working knowledge of FEMA Public Assistance and/or Hazard Mitigation Grant Program requirements, including grant administration, documentation, reimbursement, and compliance processes. ➢ Strong analytical, organizational, documentation review, and written and verbal communication skills.

	➢ Identifies missing, incomplete, inconsistent, or potentially noncompliant documentation and prepares requests for information, comments, recommendations, or other appropriate follow-up for review or issuance in accordance with COR3 procedures. ➢ Provides technical assistance and guidance to COR3 personnel and Subrecipients regarding documentation requirements, grant administration processes, Requests for Reimbursement and Requests for Advance, and other matters within the scope of the assigned services. ➢ Monitors assigned grants, projects, or Subrecipients and follows up on pending documentation, outstanding issues, deadlines, and other matters that may affect the timely processing of assigned work. ➢ Performs programmatic, financial, procurement, and compliance reviews within the scope of assigned activities and identifies matters requiring additional review or specialized expertise. ➢ Documents the results of reviews and maintains accurate, complete, and organized records of assigned activities in COR3-designated systems and files. ➢ Coordinates with Analysts, other Grant Specialists, Supervisors, Subject Matter Experts, and COR3 personnel, as appropriate, to address issues identified during the performance of assigned services. ➢ Escalates complex, unusual, high-risk, or unresolved matters to the Supervisor, Subject Matter Expert, or designated COR3 personnel, as appropriate. ➢ Supports monitoring, reporting, audit readiness, reconciliation, data validation, and other grant administration activities assigned by COR3. ➢ Performs other grant management functions consistent with the scope of the applicable Task Order and the responsibilities of this labor category.	➢ Must be fully bilingual in English and Spanish. ➢ Bachelor's degree, preferably in accounting, business administration, finance, engineering, architecture, construction management, public administration, or a related field; or equivalent relevant professional experience demonstrating the ability to perform the required duties. ➢ Minimum of two (2) years of relevant experience in the administration, implementation, monitoring, or management of federally funded programs, including experience with FEMA PA, HMGP, or disaster recovery programs. ➢ Demonstrated experience reviewing supporting documentation, grant expenditures, reimbursement or advance requests, compliance documentation, or similar federally funded grant activities.
Supervisor	➢ Provides direct supervision, coordination, and day-to-day operational oversight of Grant Specialists, Analysts, and other production personnel assigned to the Supervisor's team. ➢ Assigns and distributes work among team members based on priorities, workload, personnel qualifications, and deadlines established by COR3 and the Contractor's Project Manager.	➢ Strong supervisory, organizational, interpersonal, and communication skills. ➢ Must be fully bilingual in English and Spanish. ➢ Minimum of three (3) years of experience in the administration or management of federally

	➢ Monitors the progress, productivity, quality, and timely completion of work assigned to each team member. ➢ Reviews work products for completeness, accuracy, consistency, and compliance with applicable COR3 procedures, Federal and Puerto Rico requirements, and established quality standards before submission or escalation, as applicable. ➢ Provides technical and operational guidance to assigned personnel in connection with the review and processing of Requests for Reimbursement (RFRs), Requests for Advance (RFAs), supporting documentation, grant compliance matters, and other assigned Grant Management Services. ➢ Identifies issues, deficiencies, bottlenecks, or matters requiring additional technical or management review and promptly escalates them to the Project Manager or appropriate Subject Matter Expert. ➢ Coordinates the resolution of routine production and workflow issues and assists personnel in addressing deficiencies that may delay the processing or completion of assigned work. ➢ Monitors team workload and staffing needs and communicates resource requirements, performance concerns, and operational issues to the Project Manager. ➢ Supports implementation of quality control measures and promotes consistent application of COR3 procedures and applicable program requirements across the assigned team. ➢ Provides coaching, guidance, and on-the-job support to assigned personnel and assists in identifying training or performance improvement needs. ➢ Provides periodic production, workload, performance, and status information to the Project Manager as required. Provides guidance, supervision, and oversight to Disaster Recovery Specialists in the review of reimbursement requests.	funded programs, including relevant experience with FEMA Public Assistance, Hazard Mitigation, or other disaster recovery programs. ➢ Bachelor's degree preferably in accounting, business administration, finance, engineering, architecture, construction management, public administration, or a related field; or equivalent relevant professional experience demonstrating the ability to perform the required duties. ➢ Demonstrated experience supervising, coordinating, or providing operational oversight to personnel performing grant management, financial, compliance, reimbursement, or related federally funded program activities. ➢ Working knowledge of applicable Federal grant requirements, including requirements relevant to FEMA PA and/or HMGP and the review of grant-related supporting documentation.
Subject Matter Expert	➢ Provides advanced subject matter expertise and technical guidance regarding FEMA Public Assistance (PA), Hazard Mitigation Grant Program (HMGP), and other applicable FEMA disaster recovery and hazard mitigation requirements within the scope of services assigned by COR3.	➢ Advanced knowledge of FEMA Public Assistance and Hazard Mitigation Grant Program requirements, including applicable Federal statutes, regulations, FEMA policies,

	➢ Provides technical interpretation and guidance regarding applicable Federal statutes, regulations, FEMA policies, guidance, program requirements, and COR3 policies and procedures affecting the administration and implementation of PA and HMGP activities. ➢ Reviews and analyzes complex, unusual, high-risk, or escalated programmatic, financial, procurement, eligibility, compliance, or policy matters referred by COR3, the Project Manager, Supervisors, or Grant Specialists. ➢ Provides technical advice and recommendations regarding issues affecting Requests for Reimbursement (RFRs), Requests for Advance (RFAs), project and grant administration, cost eligibility, procurement compliance, documentation requirements, and other matters within the scope of the assigned services. ➢ Researches and analyzes applicable statutes, regulations, FEMA policies, guidance, memoranda, and other authoritative program materials to support the resolution of complex or novel issues. ➢ Identifies programmatic and compliance risks and recommends appropriate courses of action, corrective measures, or risk mitigation strategies for consideration by COR3. ➢ Supports the development, review, and refinement of grant management procedures, review protocols, technical guidance, tools, templates, and quality control standards. ➢ Provides technical guidance and support to Project Managers, Supervisors, Grant Specialists, Analysts, and other Contractor personnel to promote consistent application of applicable PA and HMGP requirements. ➢ Supports training, knowledge transfer, and technical capacity-building activities for COR3 personnel and, when authorized by COR3, Subrecipients. ➢ Monitors changes in applicable Federal statutes, regulations, FEMA policies, guidance, and program requirements and assists in evaluating their potential impact on COR3's Grant Management Services, procedures, and ongoing activities.	guidance, and program administration requirements. ➢ Demonstrated ability to research, analyze, interpret, and apply complex Federal grant requirements and FEMA policies to disaster recovery and hazard mitigation matters. ➢ Strong analytical, problem-solving, technical writing, interpersonal, and communication skills. ➢ Must be fully bilingual in English and Spanish. ➢ Bachelor's degree, preferably in accounting, business administration, finance, engineering, architecture, construction management, public administration, emergency management, or a related field; or equivalent relevant professional experience demonstrating the ability to perform the required duties. ➢ Minimum of five (5) years of progressively responsible experience with FEMA Stafford Act programs, including substantial experience with FEMA Public Assistance and/or Hazard Mitigation Grant Program. ➢ Demonstrated experience providing technical guidance or subject matter expertise regarding FEMA program requirements, grant compliance, eligibility, reimbursement, procurement, financial management, or other complex disaster recovery matters.

	➢ Assists COR3 in identifying and addressing inconsistencies, recurring compliance issues, or emerging programmatic risks across grants, projects, Subrecipients, or assigned workstreams. ➢ Coordinates with other specialized technical resources when an assigned matter requires expertise outside the SME's area of responsibility. ➢ Documents technical analyses and recommendations in a manner sufficient to support COR3's review and decision-making. ➢ Performs other specialized technical advisory functions consistent with the scope of the applicable Task Order and this labor category.	
Project Manager	➢ Serves as the Contractor's primary day-to-day point of contact with COR3 for the administration and performance of the Agreement and assigned Task Orders. ➢ Provides overall management and coordination of the Contractor's Grant Management Services and is responsible for ensuring that services are performed in accordance with the Agreement, applicable Task Orders, COR3 requirements, and established priorities. ➢ Directs and coordinates the Contractor's Supervisors, Subject Matter Experts, and other personnel assigned to the engagement and ensures appropriate allocation of personnel and resources based on COR3's operational needs. ➢ Coordinates with COR3's Project Manager, Contract Monitor, and other designated COR3 personnel regarding staffing, assignments, priorities, deliverables, performance, and issues requiring management attention. ➢ Oversees the timely completion and quality of deliverables, performance metrics, milestones, and other requirements established under the Agreement or applicable Task Orders. ➢ Monitors overall Contractor performance and implements corrective actions when performance, quality, timeliness, staffing, or other issues are identified.	➢ Excellent leadership, management, interpersonal, organizational, and communication skills. ➢ Must be fully bilingual in English and Spanish. ➢ Minimum of five (5) years of progressively responsible experience in the administration or management of federally funded programs, including experience with FEMA Stafford Act programs. ➢ Bachelor's degree, preferably in accounting, business administration, finance, engineering, architecture, construction management, public administration, or a related field; or equivalent relevant professional experience demonstrating the ability to perform the required duties. ➢ Demonstrated experience managing multidisciplinary teams and coordinating complex grant management, disaster recovery, or federally funded program activities. ➢ Demonstrated experience in client or contract management, including responsibility for staffing,

	➢ Identifies and promptly escalates to COR3 material programmatic, operational, compliance, staffing, or performance issues that may affect the Contractor's ability to perform assigned services. ➢ Ensures effective coordination among the Contractor's personnel and promotes consistent application of COR3 policies, procedures, guidance, and applicable Federal and Puerto Rico requirements. ➢ Participates in management meetings, performance reviews, and other coordination activities requested by COR3. ➢ Supports the preparation and implementation of Task Orders and ensures that Contractor personnel perform only those services authorized by COR3. ➢ Ensures continuity of operations and appropriate transition, reassignment, or replacement of Contractor personnel when necessary.	deliverables, performance, and coordination with senior client personnel.

In addition to the professional labor categories identified above, Contractors may utilize Administrative Assistants to perform clerical, administrative, scheduling, document organization, data entry, and other routine support functions necessary for the performance of the Grant Management Services. Administrative Assistants are included as a separate labor category in ATTACHMENT F for pricing and billing purposes. No specific minimum years of professional experience are established for this category. However, personnel assigned to these functions must possess the skills and competencies necessary to perform their assigned duties. Administrative support activities shall be billed under the Administrative Assistant labor category and shall not be billed at the rates established for professional labor categories solely because they are performed by personnel assigned to those categories. All personnel assignments and billable services shall remain subject to COR3's authorization and the applicable Task Order.

6. GENERAL FEDERAL GRANT REQUIREMENTS

COR3 anticipates that some or all the costs incurred under the contract awarded pursuant to this RFP will be funded with federal funds. As such, the contract shall be governed by certain federal terms and conditions for federal grants, including any applicable Office of Management and Budget Circulars. In addition, this RFP and any resulting contract is intended to be conducted in accordance with 2 C.F.R. Part 200, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

COR3 has included, as **ATTACHMENT G**, a template of a Professional Services Agreement containing the standard terms and conditions anticipated to govern the contractual relationship with the selected Proponent(s), including the required federal contract provisions. The inclusion of this draft Agreement is intended to provide prospective Proponents with advance notice of COR3's contractual requirements, promote transparency and efficiency in the procurement and contracting processes, and facilitate a uniform contractual framework, particularly in the event that multiple Proponents are selected under this RFP. Proponents are expected to review and consider the terms and conditions set forth in **ATTACHMENT G** when preparing and submitting their Proposals. By submitting a Proposal, Proponents shall be deemed to have reviewed and accepted the standard terms and conditions of the draft Agreement. COR3 reserves the right, in its sole discretion, to evaluate, accept, reject, or negotiate any proposed exceptions or modifications.

COR3 anticipates that the contract entered pursuant to this RFP will involve funds of more than $100,000. Therefore, Proponents must include a signed Anti-Lobbying Certification with their Proposal attached hereto as **ATTACHMENT E**.

7. INVOICING AND PAYMENT

The selected Proponent shall submit to COR3 monthly invoices for payment of the deliverables of contracted services in accordance with *COR3's Travel, Expense, and Billing Policy* included in **ATTACHMENT B**. This Policy is subject to change at COR3's discretion, but in the event of any major changes, COR3 will give the Contractor 15 days' notice. The payment of such services will be made according to each Task Order issued and approved. Invoices will be submitted no later than ninety (90) days from the completion of each Task Order.

Invoices shall be complete and correct and shall be documented in a manner that meets current federal requirements for reimbursement and in accordance with *COR3's Travel, Expense, and Billing Policy*. If work performed falls under multiple/different programs, a breakdown of each event and/or work performed must be provided in the invoice, under the applicable program. **All invoices must contain at least the following information: Task Order Number, Disaster Designation Number, Program, Project and PW Number (if applicable), Subrecipient, and a detailed description of each event and/or work performed. For reference, see ATTACHMENT H.**

Likewise, all labor rates proposed are to be clearly identified by job category and represent the total labor-related cost, including all taxes, benefits, overhead, etc., however, they do not include travel and other authorized out-of-pocket expenses in accordance with *COR3's Travel, Expense, and Billing Policy*. No back-office administrative, reporting, invoice preparation, and/or clerical expenses will be paid.

All invoices presented to the COR3 must contain the following certification:

> *We certify under penalty of nullity that no public servant of the Puerto Rico Public-Private Partnerships Authority ("P3") or Puerto Rico Central Office for Recovery, Reconstruction and Resiliency ("COR3") will derive or obtain any benefit or profit of any kind from the contractual relationship which is the basis of this invoice. If such benefit or profit exists, the required waiver has been obtained prior to entering into the Agreement. The only consideration to be received in exchange for the delivery of goods or for services provided is the agreed-upon price that has been negotiated with an authorized representative of the Authority or COR3. The total amount shown on this invoice is true and correct. The services have been rendered, and no payment has been received in respect thereof.*

Payment Schedule: Invoices will be processed for payment only after approval by COR3's Contract Manager or other designee and after COR3 review and approval of all submitted expenses. COR3 reserves the right to review the invoices and request additional information before proceeding with payment. **Approval for payment shall not be granted until appropriate and quality deliverables are received pursuant to the Task Orders issued by COR3, and documentation is provided and determined to be correct, accurate, and consistent with COR3's Task Order, and GPR and federal reimbursement requirements**.

Proponents should expect to be paid within **one hundred and twenty days (120) of invoice submission** provided that no charges have been disputed or rejected. The selected proponent(s) will be paid according to the progress schedule of the projects included in the Task Orders, to be agreed upon in the contract. For these reasons, Proponents should demonstrate in their Proposals that they have sufficient financial capacity to continue to pay all staff in a timely manner and continue to perform works under any eventual contract with COR3 without interruption or delay.

8. SELECTION CRITERIA AND REQUIREMENTS

8.1. REQUIRED MINIMUM QUALIFICATIONS OF PROPONENT

By submitting a Proposal, each Proponent agrees that if the Proposal is accepted, they will negotiate in good faith and enter into a contract with COR3 for the Term set forth in this RFP, including all attachments hereto. Each Proponent also fully understands, acknowledges, and accepts all terms and conditions of this RFP and any amendment thereto, without restriction. The Proposal and any additional information submitted by the Proponent or negotiated between Proponent and COR3 prior to selection, together with this RFP and any addenda hereto, will serve as confirmations of the Proponent's full understanding and acceptance of all terms and conditions therein, and Proponents waive any claims contesting the same.

Any person who has been convicted of: violating Sections 4.2, 4.3, or 5.7 of Act No. 1-2012, known as the "Government Ethics Office Organic Act"; committing any of the offenses against public service or public funds deemed felonies under Sections 250 through 266 of Act No. 146-2012, as amended, known as the "Penal Code of Puerto Rico", any of the offenses classified under this Code, or any other felony involving misappropriation of public funds or property, including, but not limited to, the offenses listed in Section 6.8 of Act No. 8-2017, as amended, known as the "Government of Puerto Rico Human Resources Administration and Transformation Act," will not be considered for this RFP.

Any person who has been convicted within the preceding three (3) years of any of the offenses listed in 2 C.F.R.§180.800(a) or had a civil judgment rendered against them for one of those offenses within that time period or is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with the commission of any of the offenses listed in 2 C.F.R. §180.800(a); or has had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default, must notify the COR3 and will not be considered for this RFP.

Each Proponent's principals, officers, directors, and partners must be in good standing with COR3 and the Government of Puerto Rico, and with any Federal or local agency that has or had a contractual relationship with the Proponent or any of its principals, officers, directors, and partners. Therefore, if a state, federal, or local agency has terminated any contract with a Proponent for default, the Proponent will not be eligible to submit a Proposal in response to this RFP. Likewise, All Proponents who have had a contract rescinded or an option term not exercised by COR3 due to noncompliance will not be considered for this RFP.

All Proponents are advised that the Selected Proponent shall comply with all public contracting requirements set forth in the Treasury Department's Circular Letter No. 1300-16-16, dated January 22, 2016, as amended, in connection to documents required prior to the formalization of contracts with the Government, including payment of income, and personal and real property (CRIM) taxes. The Selected Proponent, upon Notice of Award, shall submit all certifications required under said circular letter.

8.1.1. MINIMUM QUALIFICATIONS FOR CONSIDERATION OF PROPOSALS

The following subsections are the minimum qualifications required for proposal consideration:

a. **Type of Organization:** The Proponent must be a legally recognized business entity authorized to operate in Puerto Rico, such as a corporation, partnership, limited liability company, or professional services firm.

i. All Proponents that are corporations, limited liability companies (LLCs), partnerships, or other legally formed entities must submit evidence of good standing from the Puerto Rico Department of State, or equivalent agency for entities organized under the laws of another U.S. jurisdiction or foreign country.
ii. All Proponents that are foreign entities (including out-of-state corporations or LLCs) must submit evidence that they have filed for or obtained authorization to do business in Puerto Rico from the Puerto Rico Department of State. This authorization must have been requested no later than the proposal submission date.
iii. Non-profit organizations or other entities that may not obtain a standard Certificate of Good Standing must submit alternative documentation confirming: legal organization and active status in their home jurisdiction, and authorization to operate or provide services in Puerto Rico (or a clear statement that such authorization has been requested as of the proposal due date).
iv. Failure to submit any of the above documentation at the time of proposal submission will result in the proposal not being considered for evaluation.

b. **Proponent's Good Standing and Notification of Debarments, Legal Issues, Ownership Structures, and Conflicts:** If any of the Proponent's principals, officers, directors, or partners have been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, the Proponent shall disclose that information in its Proposal. Failure to provide such information and complete **ATTACHMENT C** (*Proponent's Good Standing, Limited Denial of Participation (LDP)/Suspension or Debarment Status, Legal Issues, Ownership, Structures, and Conflicts*) shall result in the rejection of the Proposal. COR3 will verify this information.

c. **System for Award Management (SAM):** It is mandatory that Proponents shall submit with the proposal proof of active registration in the **System for Award Management (SAM)**, including the Unique Entity ID assigned and generated by www.sam.gov, identifying the entity. Failure to submit this information at the time of the proposal submission will result in the proposal not being considered for evaluation.

d. **RUP Certification**: Considering Article 35 of Act 73-2019, as amended, known as the "General Services Administration Act for the Centralization of Purchases of the Government of Puerto Rico 2019", only those individuals or legal entities that are part of the Sole Registry of Professional Service Providers of the Puerto Rico General Services Administration (PRGSA) may be contracted under a contract of this type. Therefore, the Proponent shall submit the Certification of Eligibility of the Unique

Registry of Professional Services Providers, hereinafter referred to as the "RUP Certification", issued by the PRGSA.

Proponents whose RUP certification is pending must include, as a minimum, proof that the necessary documentation has been submitted to the PRGSA before the proposal's submission. **The official RUP Certification must be submitted to COR3 immediately upon receipt**. In such a case, the Proponent shall provide with its proposal a **Sworn Statement (Form ASG-633)** before a notary public stating whether the natural or juridical person or any chair, vice chair, director, executive director, or member of a board of officers or board of directors, or persons discharging similar duties for the juridical person, have been convicted of, or plead guilty to, any of the offenses listed in Section 6.8 of Act No. 8-2017, as amended, known as the *"Government of Puerto Rico Human Resources Administration and Transformation Act"*, or any offenses listed in Act 2-2018. The affidavit must encompass the prior experience of all principals, officers, directors, and partners of the Proponent, including prior corporate entities. If the Sworn Statement is **notarized outside of Puerto Rico**, the Proponent must comply with all applicable requirements to validate the document under Puerto Rico law, including **providing an apostille** or any equivalent certification necessary to ensure its legal recognition and enforceability in Puerto Rico. Failure to provide the above documentation at the time of the proposal submission will result in the proposal not being considered for evaluation.

e. **Attachments A, D, E, and F:** It is mandatory for all Proponents to submit Attachments A, D, E, and F, duly completed and signed by an authorized representative of the Proponent. Failure to submit any of these attachments in their required form at the time of proposal submission will result in the proposal being deemed non-compliant and not considered for evaluation.

f. **Financial Documentation per Section 4.10.1(D):** Failure to submit the financial documentation required under Section 4.10.1(D) shall result in disqualification, subject only to COR3's limited discretion to address exceptional circumstances as provided in Section 4.10.1(D).

Any documentation required in this Section is excluded from the page limit.

8.1.2. ADDITIONAL REQUIREMENTS FOR SELECTED PROPONENT(S)

a. Upon receipt of a Notice of Award, the Selected Proponent shall immediately submit a Corporate Resolution authorizing an officer to sign the contract.

b. The final agreement with COR3 will include all contract clauses required by federal, state, and local law, including but not limited to 2 C.F.R. Part 200 and FEMA Guidance,

as applicable, and the Proponent acknowledges and accepts to comply with the requirements therein.

c. Equal Opportunity Employment and Use of Small, Minority, and Woman-Owned Businesses: COR3 is an equal opportunity employer, and strongly encourages Proponents to include and involve small, minority, and women-owned businesses as part of proposals. Selected Proponent shall comply with all applicable GPR and federal labor laws and regulations including, without limitation, Fair Labor Laws, Equal Employment Opportunity Program requirements, unemployment tax, temporarily disabled tax, worker's compensation, and social security taxes.

d. The Proponent must be able to comply with an accelerated delivery or performance schedule, possess a satisfactory performance record, and demonstrate integrity and sound business ethics. The Proponent must also have the necessary organization, experience, accounting and operational controls, and technical skills—or the ability to obtain them. Additionally, the Proponent must be otherwise qualified and eligible to receive an award under applicable laws and regulations.

e. Neither the Proponent nor any person or entity associated with the Proponent could have been the subject of any adverse findings that may prevent COR3 from selecting the Proponent. Such adverse findings may include, but are not limited to, the following:

    i. Negative findings from a Federal Inspector General, or from the U.S. Government Accountability Office or from an Inspector General in another State Pending or unresolved legal action from the U.S. Attorney General in Puerto Rico or another State;
    ii. Pending litigation with the Government of Puerto Rico or any other state;
    iii. Arson conviction or pending case;
    iv. Harassment conviction or pending case;
    v. Local, State, Federal or private mortgage arrears, default, or foreclosure proceedings;
    vi. In rem foreclosure;
    vii. Sale of tax lien or substantial tax wears;
    viii. Fair Housing violations or current litigation;
    ix. Defaults under any Federal, GPR or locally sponsored program;
    x. A record of substantial building code violations or litigation against properties owned and/or managed by Proponent or by any entity or individual that comprises Proponent;
    xi. Past or pending voluntary or involuntary bankruptcy proceedings;
    xii. Conviction for fraud, bribery, or grand larceny;
    xiii. Listing on the Federal or GPR excluded parties' lists.

8.2. EVALUATION METHODOLOGY

All proposals submitted within the deadline established in Section 4.1 will be reviewed by an Evaluation Committee composed of Government of Puerto Rico personnel appointed by the Executive Director of COR3. The evaluation will follow a two-step process as outlined below.

The Evaluation Committee will first screen proposals for completeness and adherence to the RFP's mandatory requirements listed in Section 8.1.1:

- Timely submission
- Proof of Good Standing / Authorization to conduct business in Puerto Rico
- RUP Certification or proof of submission plus notarized Sworn Statement (ASG-633)
- Unique Entity ID
- Attachments A, C, D, E, and F completed and signed.
- Financial documentation as outlined in Section 4.10.1(D)

Proposals that fail to satisfy any mandatory requirement identified in Section 8.1.1 shall be disqualified and shall not proceed to substantive evaluation, except where this RFP expressly provides COR3 with discretion to address an exceptional, minor, or remediable deficiency. Any exercise of such discretion shall be determined by COR3 based on the particular circumstances and shall not provide a Proponent an unfair competitive advantage or compromise the integrity, fairness, or competitiveness of the procurement process.

Proposals that pass the initial screening will be evaluated and ranked by the Evaluation Committee based on the substantive criteria outlined below. Each Evaluation Committee member shall conduct his or her independent evaluation of the proposals received and grade the responses on their merit per the evaluation criteria outlined in the following table. Notwithstanding, nothing precludes them from jointly discussing the proposals. Point assignments for each evaluation criterion will be at the discretion of each Evaluation Committee member.

The Evaluation Committee may, at its discretion, seek assistance or advice from qualified personnel as part of its evaluation process. This support may come from subject matter experts within COR3 or from external advisors, as deemed appropriate depending on the nature and complexity of the services being procured. Such assistance shall be used solely to ensure an informed, objective, and technically sound evaluation of the Proposals submitted under this RFP.

With respect to the Cost Proposal criteria, proposals will be scored based on the price proposal format provided in **ATTACHMENT F**. For each cost category, the Evaluation Committee will calculate a normalized score based on the lowest evaluated rate. The

Proponent with the lowest evaluated rate in each category will receive the maximum points assigned to that category. Other Proponents will receive a proportionally lower score.

$$\text{Category Score} = \frac{\text{Lowest Valid Hourly Rate}}{\text{Proponent's Hourly Rate}} \times \text{Category Maximum Points}$$

Total point assignments from each Committee member will be added together for a total overall average score. This total score for each Proponent will determine the order of the Proponent's ranking.

Criteria for proposal evaluation are as follows:

Experience and Qualifications Related to the Scope of Work	30 points
Financial Capacity	15 points
Proposed Approach, Organization, and Staffing Plan	25 points
Local Participation	10 points
Cost Proposal	20 points

Generally, COR3 will not consider substantively incomplete or non-responsive proposals. A non-responsive proposal is a proposal that was submitted untimely, or that had no justification for its unwarranted lateness; that did not comply with the minimum qualification requirements listed on Section 8.1.1; or that does not comply with the material terms and conditions of this RFP, among others. The acceptance of a proposal that incurs any informality or remediable error will be at the sole discretion of COR3, always ensuring due process and fair competition in the procurement process, as well as considering the best interests of Puerto Rico.

COR3 alone reserves the right to waive any informality in any proposal, to accept any proposal that it considers to be in the best interest of the public, and to reject any or all proposals. The decision of COR3 in this regard shall be final.

COR3 reserves the right to award the most favorable initial proposal without discussion, based on the existence of a complete and open competition, or based on previous experience regarding the cost of the product or service.

COR3 may award multiple contracts based on Proponent qualifications.

COR3 will review all qualified responses to this RFP and select the proposal that is determined to be in the best interest of the public in accordance with the intent of this RFP.

In addition, the contracts awarded by this solicitation may be used by any subdivision of the GPR or eligible FEMA sub-grantee upon the consent of COR3.

8.3. NO CONFLICT OF INTEREST

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. The purpose of this prohibition is to ensure, at a minimum, that employees involved in the award and administration of contracts are free of undisclosed personal or organizational conflicts of interest—both in fact and appearance (2 C.F.R. § 200.318(c)).

- A real conflict of interest arises when an employee, officer, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the aforementioned individuals, has a financial or other interest or a tangible personal benefit from a firm considered for a contract.

- An apparent conflict of interest is an existing situation or relationship that creates the appearance that an employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

- Although the term "financial interest" is not defined or otherwise described in the Uniform Rules, a financial interest can be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from: (1) ownership of certain financial instruments or investments like stock, bonds, or real Estate; (2) a salary, indebtedness, job offer, or similar interest that might be affected by the procurement.

8.4. ECONOMIC OFFER EVALUATION

The Evaluation Committee will determine if the Proponent's Economic Offer meets the evaluation criteria established in the specifications, terms, and conditions indicated in this RFP. The Committee will award the bid to the responsive Proponent(s) whose proposal represents the best value for the procured services of COR3. The RFP may not be awarded to the Proponent who submitted the lowest price if, in the judgment of the Evaluation Committee or COR3, another Proposal offers a better value for the Government of Puerto Rico.

9. SELECTION OF A SINGLE PROPOSAL

When a single proposal is received or selected, the Evaluation Committee may negotiate the terms of the proposal if it complies with the provisions established in the RFP and it is

determined that said negotiation would benefit COR3. Otherwise, the process will be canceled.

10. NEGOTIATIONS WITH PROPONENTS WHOSE PROPOSALS ARE WITHIN THE ESTABLISHED SELECTION MARGINS

When one or more Proponents score within 10 points of the Top Ranked Proponent[2] COR3 reserves the right (but not the obligation) to request that those Proponents participate in an in-person or telephone interview, revise their offers, and/or provide additional written information. The Evaluation Committee may hold discussions and negotiate with Proponents whose proposals are within the established selection margins. It will be understood that a proposal is within the established selection margin when it complies with the specifications, terms, and conditions established in the documents. The Evaluation Committee may request the Proponents whose proposals comply with the provisions established in the documents to submit amendments to the Proposals ("Best and final offer" or "BAFO") that respond to the discussions and negotiations that take place. If this occurs, only those Proponents will be under consideration for an eventual contract award. COR3 shall have sole discretion to request a Best and Final Offer (BAFO) from Proponents to be in a better position to award the contract(s). The Evaluation Committee will keep all discussions and negotiations confidential. No information regarding the proposals or their evaluations will be discussed with anyone other than the bidder who submitted them prior to the award of the contract.

11. AWARD

Upon completion of the evaluation and scoring process, including any interviews, presentations, clarifications, or meetings that may be conducted, the Evaluation Committee will prepare a Notice of Award Recommendation, or recommendation for cancellation, as applicable, reflecting the determination of the Committee and signed by its members. The Evaluation Committee shall submit its recommendation to the Executive Director for consideration and final determination.

The Executive Director may accept, reject, or otherwise act upon the recommendation of the Evaluation Committee in accordance with this RFP and applicable law. COR3 reserves the right to cancel this RFP, in whole or in part, at any time prior to the execution of an Agreement when COR3 determines that such action is in the best interest of COR3 or the Government.

COR3 may issue a Notice of Award to one or more Proponents selected pursuant to this RFP. The issuance of a Notice of Award does not constitute an Agreement, create a contractual relationship, or confer upon any Selected Proponent a vested or enforceable right to an

[2] Top Ranked Proponent shall mean the highest scoring proponent.

Agreement, Task Order, minimum amount of work, or compensation. No contractual obligation shall arise until an Agreement has been duly executed by the parties and all requirements applicable to its effectiveness have been satisfied.

COR3 expressly reserves the right, at any time prior to the execution of an Agreement, to amend, supplement, withdraw, or cancel a Notice of Award; to make additional awards to other qualified Proponents that participated in this RFP process; to reduce or modify the number of awards; or to otherwise modify an award determination when COR3 determines that such action is in its best interest or the best interest of the Government, subject to applicable law and the terms of this RFP. The exercise of any such right shall not entitle an affected Proponent to reimbursement, damages, lost profits, or any other compensation arising from or related to the award determination.

If an award is made, each Selected Proponent shall have ten (10) calendar days from the date of the award notification, or such other period established by COR3 in writing, to submit all documentation required by COR3 for contract execution. Failure to timely submit the required documentation or otherwise satisfy the requirements for contract execution may result in withdrawal of the award, without liability to COR3, and COR3 may make an award to another qualified Proponent or take such other action as permitted under this RFP and applicable law.

Following execution of an Agreement, COR3's rights with respect to deficient or unsatisfactory performance, default, suspension, termination, reassignment of services, or other remedies shall be governed by the Agreement, this RFP, and applicable law. To the extent permitted thereunder, COR3 may also assign or reassign services to another Contractor selected through this RFP or pursue other lawful contracting alternatives when necessary to ensure continuity of services.

12. CANCELLATION OF THE RFP

The Executive Director may cancel the RFP subject to the following:

1. If any of the conditions that exempt the COR3/P3 from the RFP arise (exceptional purchases).
2. As a result of a challenge;
3. When the Evaluation Committee determines that the cancellation of the RFP is in the best interest of COR3/P3; or
4. When the Executive Director, at his/her sole discretion, determines that the cancellation results in the best interest of the Government of Puerto Rico.

The cancellation will be notified by email to the Proponents. In addition, a cancellation notice will be posted on COR3's Transparency Portal.

13. NOTICE OF AWARD

The Notice of Award will be duly notified by U.S. certified return receipt requested mail and electronic mail to all the parties that have the right to challenge such determination, i.e., to all the Proponents participating in the process.

The Notice of Award must include: (a) the names of the Proponents participating in the RFP; (b) the factors or criteria that were considered for the award of the proposal(s); (c) the defects, if any, that the proposals of the losing Proponents had, and (d) the availability and term to request judicial review.

14. COMMITMENT TO COMPLYING WITH ALL APPLICABLE FEDERAL AND PUERTO RICO LAWS, REGULATIONS, EXECUTIVE ORDERS, AND POLICY

Prior to contracting the services subject to this RFP, the status of the Proponent will be verified in the electronic portal of "System for Award Management" https://www.sam.gov. Therefore, the Proponent must have a "Unique Entity ID" and be registered in said system.

In connection with the services procured through this RFP, the provisions of Act 237-2004, as amended, establish uniform contracting requirements for professional and consultant services for the agencies and governmental entities of the Commonwealth of Puerto Rico; and the Executive Order No. 2021-029 of April 27, 2021, as well as any other applicable laws, must be followed.

Proponents must demonstrate a commitment to complying with all applicable federal and Puerto Rico laws, regulations, executive orders, and policies. Adherence to strong ethical and integrity practices and unequivocal commitment to solid administrative practices is essential to COR3. Understanding Federal and local requirements is essential and will be highly considered.

15. RIGHT TO REQUEST REVIEW

Proponents shall have the right to contest this Request for Proposal following the procedure established in Section 20 of Act 29 of June 8, 2009, known as the "Public-Private Partnership Authority Act", which in relevant part provides:

(a) *Right to Review*. — Only such Persons that have requested to be evaluated in a procedure of request for qualifications and that have submitted the necessary documents to be evaluated, as per the requirements established by the Authority or by the Partnership Committee, and that have not been qualified, shall be entitled to request a judicial review of such determination. Persons that have not submitted the documents required by the Authority or the Partnership Committee in the course of the qualification procedures, shall be automatically disqualified and may not request a

judicial review of the final qualification determination made by the Partnership Committee.

Likewise, only such Proponents that have been qualified to participate in the procedure for selection of proposals, who have submitted to the Partnership Committee complete proposals and all documents required under the procedures established for Proposal evaluation, but who have not been selected for the award of a Partnership Contract, may request a judicial review of the approval of a Partnership Contract by the Governor or the person onto whom he/she delegates.

Such review may be requested after:

a. the determination not to qualify the Proponent by the Partnership Committee, pursuant to the requirements established in subsection (a) of this Section, to participate in the procedures for the establishment of a Partnership or
b. the final determination to execute the Partnership Contract with another Proponent, which determination to execute the Contract shall be final after having completed the approval procedures as provided for in Section 9(g)(ii)-(v).

These requests for review must comply with the procedure established in this Section, which shall preempt any other jurisdictional or competence criterion or procedure that would otherwise apply pursuant to other applicable laws and regulations.

(b) *Request for Judicial Review.* — Non-qualified petitioners or non-selected Proponents shall have a jurisdictional term of twenty (20) days counted as of the date of the sending by certified mail of the notice of the Partnership Committee or the Authority, as the case may be, of the final determination to file a writ for administrative review with the Court of Appeals by a recourse in Aid of Jurisdiction to said Court. An interlocutory resolution by the Partnership Committee or the Authority shall not be reviewable; it may only be reviewed concurrently with the final determination. If the date of notice by the Partnership Committee or the Authority is different from the date of mailing such notice, the term shall be counted as the date of mailing. The reconsideration mechanism shall not apply before the Partnership Committee or the Authority.

The writ of review shall be issued discretionally by the Court of Appeals. Such Court shall issue a statement on the writ requested within a term of ten (10) days as of the date of filing the resource. The decision of the Court may be to accept the recourse and shall issue a resolution indicating that it shall issue the writ requested, or it may deny it outrightly, in which case, the Court may issue a resolution not stating the grounds. If the Court of Appeals does not issue a statement within ten (10) days following the filing of the recourse or denies the issue of the writ, a jurisdictional term of twenty (20) days shall begin to lapse for resorting to the Supreme Court of Puerto Rico, by writ of certiorari. In

the first case, the term shall begin to lapse on the day following the tenth day after having filed the recourse with the Court of Appeals; however, if the Court of Appeals issues a statement on the recourse, the term shall begin to lapse as of the date of filing in the Court's records a copy of the notice on the resolution, order or sentence, as the case may be.

If the Court of Appeals accepts the recourse, it shall issue a final determination within thirty (30) days of having accepted the same. Otherwise, the Court of Appeals shall lose jurisdiction and the twenty (20)-day term for resorting to the Supreme Court shall begin to lapse on the day following such thirty (30)-day term.

The review recourse filed with the Court of Appeals and the writ of certiorari filed with the Supreme Court shall be deemed to be the allegation of the petitioner unless the reviewing Court provides otherwise. In the event that the Court of Appeals issues the writ of review, the party adversely affected by the determination of said Court may resort to the Supreme Court by writ of certiorari within the jurisdictional term of twenty (20) days as of the date of filing in the Court's records the final determination of the Court of Appeals.

(c) *Notice.* — The petitioner before the Court of Appeals or the Supreme Court of Puerto Rico shall give notice, with a copy of the writ, to the Authority, the Partnering Government Entity, the selected Proponent (in the event the award of the Partnership Contract is challenged), the Proponents not selected (in the event the award of the Partnership Contract is challenged), the Persons that were qualified (in the event the qualification by the Partnership Committee is challenged), within the twenty (20)-day term established in Section 20(b), provided, that compliance of such notice shall be a requirement of a jurisdictional nature. All notices under this Section 20(c) shall be made by certified mail. Provided, that if the date of notice to the Authority and all other parties is different from the date of mailing of such notices, the term shall be computed from the date of mailing.

The Authority and any other party interested may, within ten (10) days of having been notified of the writ of review or certiorari, or within the additional term that the Court of Appeals or the Supreme Court may grant, file its opposition to the issue of the writ.

By submitting a Proposal, or otherwise participating in this RFP, Proponents acknowledge and accept that any judicial review made with respect to any determination regarding this RFP shall be conducted by following the procedures described herein, and that no proceedings may be instituted for judicial review other than following the provisions of Section 20 of Act 29-2009.

ATTACHMENT A

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA FORM

The Proponent hereby acknowledges that he/she/it has received and that he/she/it has considered in the preparation of his/her/its bids, all requirements in the following Addenda to this Bid/Proposal/Agreement:

Addendum Number	Date of Addendum	Acknowledgment

□ No Addendum was received in connection with this bid/proposal/contract.

Acknowledgment:

_____ _____

CONTRACTOR Company Name RFP Number

_____

Name

_____

Title

_____ _____

Signature Date

IMPORTANT NOTICE: THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL PROPONENTS. IF NO ADDENDA ARE RECEIVED, CHECK THE "NO ADDENDUM" BOX ABOVE AND SIGN THE ACKNOWLEDGMENT. COR3 RETAINS THE ABSOLUTE RIGHT TO REJECT ANY PROPOSAL THAT FAILS TO INCLUDE THIS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM.

ATTACHMENT B

Contractor Travel, Expense, and Billing Policy

I. INTRODUCTION

This document describes the Central Recovery and Reconstruction Office of Puerto Rico's ("COR3") general policy for reimbursement of travel and out-of-pocket expenses incurred by vendors and contractors (collectively referred to herein as "Contractor" or "Contractors") and submitted to COR3 for payment or reimbursement pursuant to a contract or agreement with COR3. This policy also details the requirements Contractors must meet when submitting bills and invoices to COR3 for payment.

Consistent with the policies described herein, COR3 will reimburse Contractors for reasonable and necessary out-of-pocket expenses directly related to the services rendered pursuant to a contract or agreement with COR3, including, but not limited to, travel and lodging, expense of outside counsel, filing fees, taxi or similar transportation service fares, delivery expenses, and services such as overnight mail, courier, and messenger charges.

Contractors must confirm that all costs incurred by their employees and subcontractors and billed to COR3 are necessary and allowable under the applicable contract or agreement with COR3. To be reimbursable, all travel and other expenses must be tracked separately from labor and other costs allowable and billed under the contract or agreement and directly related to the scope of work required therein. Contractors must have a policy that requires employees to use sound business judgment in both determining the need for travel, as well as in expending Contractor financial resources when travel is necessary. What is reasonable and necessary for travel must be supported and any determinations to the contrary are within COR3's sole discretion and final. Any expenses incurred by Contractor employees but determined by COR3 not in compliance with this policy will be borne solely by Contractor.

Any expenses submitted to COR3 for payment or reimbursement under contracts or agreements for work that is to be wholly or partially submitted by COR3 for federal reimbursement must also be consistent with the General Services Administration ("GSA") Federal Travel Regulation ("FTR") and the Defense Travel Management Office ("DTMO") Joint Travel Regulations ("JTR"). It is the intent of COR3 that this Policy is consistent with any requirements and restrictions as contained in these Regulations; however, where the Regulations and this Policy are inconsistent, the more restrictive rules control. Where an inconsistency cannot be resolved on that basis, COR3 will determine the controlling rule. It is the responsibility of Contractor to ensure that any claimed expenses comply with the applicable requirement.

II. TRANSPORTATION EXPENSES

A. Air Travel

COR3 will reimburse Contractors for the cost of necessary and reasonable airline travel, including the actual costs of airfare as provided herein and for baggage and other fees. Reimbursement of costs incurred for airfare is limited to the least expensive, customary standard, coach, or equivalent airfare

offered during normal business hours. Airfare costs in excess of the least expensive unrestricted accommodations offered by a commercial airline will only be considered when the standard accommodations:

- Require circuitous routing;
- Require travel during unreasonable hours;
- Excessively prolong travel;
- Result in additional costs that would offset the transportation savings; or
- Are not reasonably adequate for the traveler's medical needs.

Contractors wishing to request reimbursement for accommodations in excess of the lowest customary standard, coach, or equivalent airfare, including when based on the above factors, must present a written request, with justification, to COR3. COR3's determination to allow, or not, such expense is subject to its sole discretion and final. When a Contractor can obtain special fares in lieu of economy fares, the resulting cost savings should be reflected in the invoice submitted for reimbursement to COR3.

In the event a scheduled trip is cancelled for reasons not attributable to the Contractor, COR3 will assume the cost of any penalty paid by the Contractor. The Contractor must however make every effort to have any penalty waived, including by assumption of a credit to be used for the benefit of COR3 and applied to the costs of subsequent requested and approved airline travel.

Contractors will not be reimbursed for excess costs caused by:

- An indirect route as a matter of personal preference;
- Premature departure for personal reasons from a temporary location;
- Excess fees charged for checking of more than one bag or luggage item, without prior written authorization by COR3; or
- Extending a stay for personal reasons.

If Contractor determines to utilize non-standard accommodations or otherwise incurs costs that are not approved by COR3, Contractor must provide documentation of the cost that would have been incurred for the lowest customary standard, coach, or equivalent airfare or other expense and only claim reimbursement for the least expensive option with Contractor solely responsible for any overages.

Contractors may seek reimbursement for transportation to and from the airport. The most economical mode of transportation must be used, and Contractor must provide COR3 with supporting receipts. Contractors are required to comply with all applicable provisions of the "Fly America Act", 49 U.S.C. Section 40118, which requires employees, consultants, and contractors to use U.S. flag air carrier service for all air travel funded by the U.S. Government.

B. Necessary Transportation in and Around Puerto Rico

Reimbursement for reasonable and necessary transportation expenses for travel in and around Puerto Rico may be authorized or approved for travel directly related to the services required of a Contractor under a contract or agreement with COR3. Contractors may only request reimbursement for the most economical transportation mode that meets the requirements of the contract or agreement with COR3. Transportation in and around Puerto Rico is considered reasonable and directly related to the services required by an applicable contract or agreement when it is conducted within regular business hours and

on business days. Any requests for reimbursement for transportation outside of regular business hours and days must be accompanied by a written explanation that evidences that the travel costs were necessary and directly related to the services required by the contract. Regular business hours and days are 8 a.m. to 6 p.m. Monday through Friday, excluding Federal and Puerto Rico holidays[1].

If a Contractor does not use the most economical method of transportation, any additional expenses incurred will not be reimbursed (e.g., if a Contractor is authorized to rent a vehicle, then the Contractor cannot seek reimbursement for taxi cab or ride share fares during the same travel period on top of the rental price).

When possible, Contractors should use Contractor-owned transportation and transportation resources, if available, or courtesy transportation, such as airport, hotel, and resort shuttles.

1. Rental Vehicles

Contractors must compare the cost of vehicle rental with other forms of transportation and choose the most economical mode of transportation. A cost analysis comparing pricing from all available rental vendors, as well as comparing rental to other available modes of transportation, must be attached to any invoice submitted by the Contractor to COR3 for reimbursement. A rental vehicle is limited to purposes directly related to services required under the contract or agreement with COR3.

COR3 will only reimburse the cost of rental of a compact-size vehicle or less unless pre-approved by COR3. Contractors can request approval of costs for a larger vehicle in the following circumstances:

- Medical disability or other special need;
- Mission requirements;
- Cost is the same or less for a larger vehicle;
- Multiple travelers are authorized to travel in same rental vehicle;
- Material for official business requires more space; or
- Safety, such as driving during severe weather or on rough or difficult terrain.

Eligible reimbursement will include the related taxes and local assessments incurred by Contractor pursuant to the rental agreement. Fees associated with rental car loyalty points and the transfer of points will not be reimbursed. Claims for rental car gasoline must be supported by original itemized receipts. COR3 reserves the right to reject any request for reimbursement of gasoline that COR3 finds to be excessive.

2. Use of Taxicabs and Other Ride Sharing Services (e.g. Uber, Lyft)

The use of taxicabs or other ride share services is permitted when:

- Public transportation and/or hotel courtesy transportation is not available or when time or other factors make it impractical to use available public conveyance;
- Traveling to and from job site or meeting in Puerto Rico, with proof of meeting, when necessary to perform work under a contact or agreement between Contractor and COR3.

[1] For certain Puerto Rico holidays, COR3 may be doing business and require contractors to provide services. In such cases, COR3 will issue a written notification to the contractor.

Notwithstanding the above, taxi and ride sharing fares will not be reimbursed if that same individual has also been authorized to use a rental car in Puerto Rico, for which the Contractor is seeking reimbursement from COR3, except if a taxi or ride share service is needed for transportation to or from the rental car facility.

Reimbursement for taxicab and ride sharing fares in Puerto Rico, including up to a 15% tip, will be made based on actual costs incurred and only if an appropriate receipt is submitted to COR3.

3. Use of Privately-Owned Vehicle

If a Contractor determines that it is more cost efficient for an employee to use their privately owned vehicle while traveling for work pursuant to a contract or agreement with COR3, then the Contractor will be reimbursed for mileage at the rates set by the DTMO. COR3 will only reimburse Contractor for mileage related to traveling to and from job site or meeting, with proof of meeting, when necessary to perform work under a contract or agreement between Contractor and COR3. In addition to mileage allowance, the Contractor will also be reimbursed for parking fees, ferry fees, bridge, road, and tunnel fees that are incurred as a direct result of an employee carry out work pursuant to an agreement with COR3. Reimbursement for these costs will be made only if an appropriate receipt is submitted to COR3.

COR3 will not separately reimburse Contractors for charges related to fuel/gasoline, electric vehicle charging, repairs, insurance, depreciation, maintenance, towing, and other similar expenses.

III. LODGING AND PER DIEM EXPENSES

Generally, Contractors will be reimbursed by COR3 for the actual cost of lodging plus the applicable per diem meal and incidental expense rate for Puerto Rico as set by the DTMO guidelines.

If an employee relocates permanently to Puerto Rico for their work pursuant to a contract or agreement with COR3, or the employee's station on the Island can no longer be considered temporary pursuant to applicable federal or Puerto Rico law, COR3 will no longer reimburse the Contractor for the cost of that employee's lodging, meals and incidentals, miscellaneous expenses, or flights to and from the mainland. Contractor is responsible for monitoring the length of time employees are assigned to work in Puerto Rico and considered to be in travel status and must notify COR3 when a change in status is imminent. Failure to properly monitor employees' status may result in COR3's recoupment of expenses paid.

A. Lodging

The Contractor will be reimbursed for the actual costs of reasonable lodging accommodations for employees on travel status up to the maximum lodging cap set by the DTMO guidelines in effect at the time of travel. COR3 reserves the right to request a cost analysis from Contractor to support any lodging rates determined excessive, even when under the lodging cap as set by DTMO. The Contractor should make use of government rates whenever possible; otherwise, corporate rates or other discounts should be obtained.

For lodging, only itemized charges are considered for reimbursement. A receipt from a hotel or commercial lodging must show the following charges: (1) daily hotel room costs; (2) daily hotel taxes; (3) daily miscellaneous fees, if applicable. Lodging taxes are not included in the lodging per diem rate set by the DTMO guidelines and will be reimbursed. Hospitality or resort fees will also be reimbursed

if they are not optional and Contractor supports that the lodging, even with these fees, is the most cost-efficient lodging option.

COR3 will not reimburse Contractors for lodging expenses for personally-owned or corporate-owned residences. Contractors are expected to use the most cost-efficient lodging available, including rental units and leases. If an employee has private cooking facilities in their leased rental unit, this employee is no longer eligible to receive a per diem allocation for meals.

B. Per Diem Expenses

COR3 will reimburse Contractor for per diem for meals and incidental expenses paid to each employee of Contractor, that is properly considered to be in travel status, pursuant to the DTMO guidelines and this Policy. Reimbursement will be based on the applicable per diem rates for meals and incidental expenses for whole days and travel days, respectively, as included in the federal DTMO per diem guidelines for Puerto Rico, as referenced by the U.S. General Services Administration for federal funded travel for Puerto Rico.[2]

On the day of departure and day of return from necessary travel, COR3 will reimburse the Contractor for 75 percent of the appropriate per diem rate.

COR3 will only reimburse Contractors for per diem paid to employees on a non-workday if the employee's travel status requires the employee's stay to include a non-workday (e.g., if the employee is on travel through Friday and again starting Monday). COR3 will not reimburse Contractors for per diem when an employee is on leave status (i.e., not working in PR pursuant to the COR3 contract or in travel status).

Reimbursement for meals and incidental expenses per diem does not require itemization or receipts unless an actual expense allowance has been authorized by COR3 since they are paid on a per diem basis.

IV. MISCELLANEOUS EXPENSES

A Contractor may be reimbursed miscellaneous expenses when reasonable and necessary to perform its work under a contract or agreement with COR3, with prior written approval from COR3.

V. DOCUMENTATION AND REIMBURSEMENT

COR3 will not pay and will not separately reimburse the Contractor for overhead costs. Expenses that are considered the Contractor overhead are part of the professional's hourly rate or unit cost and are not reimbursable.

Disbursements for pre-approved reimbursable expenses will be compensated at actual cost with the appropriate documentation to substantiate the expenses such as actual vendor receipts, which shall be included in the invoices as an attachment. Actual cost is defined as the amount paid to a third-party Contractor, net of any discounts ("Actual Cost").

[2] See the DTMO website (http://www.defensetravel.dod.mil/site/perdiemCalc.cfm) for established rates and travel regulations governing Puerto Rico.

In those cases, in which COR3 requires the contractor to make any kind of extraordinary report, COR3 could authorize the reimbursement for normal cost of this service with the appropriate documentation to substantiate the expenses.

COR3 will reimburse the Contractor for reasonable and necessary delivery charges and messenger services at Actual Cost. However, charges for time spent preparing mail packages are considered as part of the Contractor's overhead and are not reimbursable. Disbursements for messenger services expenses will be compensated with appropriate documentation to substantiate the expenses such as actual receipts, which shall be included in the invoices as an attachment. Third party courier and express delivery services should be used cautiously.

COR3 expects the Contractor to immediately provide any back up documentation for a disbursement charge if it so requires. COR3 will not pay for unsupported charges.

COR3 will only reimburse for expenses made within the time frame of the contract between COR3 and the Contractor.

Any expense for which a reimbursement is requested shall be reasonable and necessary, and any expenses exceeding two thousand dollars ($2,000.00) for any one employee, across one standard work week (seven days, from Sunday to Saturday), shall require COR3's prior written authorization. COR3 will not reimburse expenses that do not comply with this provision.

All reimbursements shall be for actual expenses incurred and shall be billed at cost, except for meals and incidental expenses which shall be billed at the per diem rate set by the DTMO per diem guidelines.

Contractor is responsible for tracking its travel expenses separately from other costs and complying with all documentation requirements imposed by COR3 and any and all additional requirements imposed by applicable federal or Puerto Rico law, regulations, or guidance.

A. Receipts

Except for per diem expenses, Contractor must submit copies of valid original receipts for all expenditures regardless of cost. **A credit/debit card payment slip does not constitute a receipt**. A receipt must include the vendor, amount, date, and itemized description of the item or items purchased. If a receipt is not normally provided for the expense (metro, bus token, etc.) or was unavailable at the time of purchase, a certification signed by the traveler may be accepted as documentation of the expense in COR3's discretion.

B. Invoices

Contractors must include all requests for reimbursement of travel expenses in the respective monthly invoice as submitted to COR3. The invoice must include all backup documentation, including receipts and authorization, if required by this Policy, and shall specify the relation of the expense to the services rendered for a specific project if not clear from the context of the expense (i.e., per diem claimed for an approved travel period does not require separate justification). Contractors must also submit a signed copy of **Attachment A (COR3 Expense Reimbursement Form)** with any invoice including a request for reimbursement for travel expenses. COR3 will only reimburse Contractors for those travel expenses

that are tracked separately from labor and other costs allowable and billed under the contract or agreement and determined by COR3 to be reasonable and necessary for completion of the scope of work required under the contract or agreement.

The invoices may also include additional expenses charged by the Contractor as previously authorized by COR3, with a total for those expenses charged at a reasonable market price. Each such additional expense item shall be:

a. Separately itemized;
b. Show the date the expense was incurred;
c. Include a descriptive explanation of the charge;
d. Indicate the amount of the charge; and
e. Indicate the timekeeper who incurred the charge.

All invoices must contain the following verbatim and signed by Contractor:

> We certify under penalty of nullity that no public servant of the Puerto Rico Public-Private Partnerships Authority or Puerto Rico Central Recovery, Reconstruction and Resilience Office of Puerto Rico ("COR3") will derive or obtain any benefit or profit of any kind from the contractual relationship which is the basis of this invoice. If such benefit or profit exists, the required waiver has been obtained prior to entering into the Agreement. The only consideration to be received in exchange for the delivery of goods or for services provided is the agreed-upon price that has been negotiated with an authorized representative of the Puerto Rico Public-Private Partnerships Authority or COR3. The total amount shown on this invoice is true and correct. The services have been rendered, and no payment has been received in respect thereof.

VI. BILLING REQUIREMENTS FOR LABOR COSTS

All invoices must be submitted monthly, unless otherwise approved by COR3 in writing. Detailed statements must be provided to permit monitoring of costs. Billing statements must contain a detailed description of the work performed, identifying the personnel involved (name, position, and hourly rate) and the amount of time expended on each task.

Time must be billed in 0.1-hour (six minutes) increments and on a per-task basis. **The time entry description must be specific,** detailing the action taken and the subject matter (including the PW number(s) if applicable).

COR3 reserves the right to discount labor hours billed for work when COR3 determines that the amount of time or costs claimed is excessive for the task or otherwise unsupported by the time entry narrative. Time billed in excess of eight hours per day or forty hours per week may be subject to heightened scrutiny. COR3 reserves the right to require a Contractor to obtain written authorization prior to billing overtime. If COR3 exercises this right, notification will be made to the Contractor in writing. Where such notice is provided, COR3 may pre-authorize exceptions to this rule on a case-by-case basis in writing.

The foregoing paragraph should not be construed to discourage billing overtime when doing so would be the least cost alternative. For example, if a Contractor travels to Puerto Rico for an assignment that can be completed in forty five hours and it is possible to work forty five hours Monday through Friday, the Contractor should not be discouraged from working five hours overtime if doing so would be more cost efficient than incurring the cost of an additional trip to Puerto Rico the following week. In such case, the Contractor should document the justification for his or her overtime in the associated billing entries and, if required per the foregoing paragraph, obtain pre-authorization from COR3.

Contractors should not submit invoices containing block billing. Block billing is defined as combining multiple distinct activities in one description of services not designating the amount of time devoted to each activity. COR3 may reject invoicing including block billing descriptions, in whole or in part, for lack of clarity regarding the hours billed. Each line item should include a detailed and accurate description sufficiently clear to understand the individual activity performed. For example, descriptions such as "Meeting with client" are not sufficient; instead description should state, "Meeting with COR3 SHMO, John Smith, to discuss application 1234 of Subrecipient School Name."

VII. NON-REIMBURSABLE EXPENSES

Examples of expenses that will not be reimbursed include the following:

A. Staffing Matters

COR3 will not pay for or authorize:

1. Administrative charges such as:
    a. Scheduling or review of personnel;
    b. Preparation and review of billing statements;
    c. Preparation of budgets of time plan, staffing of total costs of projected work;
    d. Preparation of the Monthly Status Reports;
    e. Preparation of Audit Letters to our external auditors;
    f. Negotiation, review, and/or drafting of retention or engagement agreement between COR3 and the Contractor.

2. Grazing: COR3 will not pay for billed time for getting up to date with any matter. This includes time spent by newly assigned resources to familiarize themselves with matter.

3. Block billing: All tasks must be billed separately. No payment will be made for entries that consist of two or more task descriptions.

4. Vague: Confusing or otherwise undetailed time entries.

5. Time: Associated with research on general client or industry trends, and time expended on "canned" research, such as research of a generic nature or for a prior matter or issue.

6. Intra-office: Conferences that deal with substantive issues are reimbursable when a thorough description of the purpose is provided. No more than two professionals shall bill for an intra-office conference.

7. Overstaffing: The minimum number of professionals should be assigned to each matter, overstaffing includes:

    a. More than one professional billing for reading or reviewing internal written communication (including email); or
    b. Inclusion of professionals at meetings or hearings for the purpose of associate development.
    c. The Contractor should explain why the circumstances warrant an exception from this general rule. COR3 reserves the right of not paying the hours billed by any additional professional if COR3 prior written approval was not obtained by the Contractor.

8. The review, execution and processing of Contractor's own agreements with COR3.

9. Any time spent at seminars or other training, unless specifically approved in writing.

10. Summer intern, temporary or contract professional, or other intern time unless it has previously been identified as part of the staffing in the Billing Rates approved by COR3.

11. If a previously drafted or standard form is available, COR3 will pay only for the amount of time necessary to modify the document for use in the specific matter and not the time originally incurred to draft the standard document.

12. Administrative work performed by professionals, nor in-firm meetings, conferences, consultations and communications among professionals.

13. Duplication of time caused by:

    a. Transfer of a matter to a new professional for internal reasons;
    b. Double teaming; or
    c. One professional redoing the work of another.

14. Prior to any meeting or conference call, the Contractor shall provide COR3 team members with an agenda for said meeting or conference call detailing the matters to be discussed.

B. Travel Expenses

COR3 will not pay for or authorize:

a. Alcoholic beverages, entertainment
b. Travel insurance
c. Parking fines
d. Charges incurred because of indirect travel for personal reasons

e. Gratuities and tips paid to porters, waiters, bellboys, and hotel maids inside the lodging facility (included in the per diem reimbursement)
f. The cost of laundry, dry cleaning, or similar services
g. The cost of travel for spouses, other family members, and friends
h. Any charges, fees, or other associated costs related to the making of reservations or travel accommodations (e.g., travel agent fees)
i. Non-productive time spent in transit to or from Contractor's residence or temporary lodging may not be billed on an hourly rate basis

VIII. APPEALS FROM REDUCTIONS

If COR3 disputes any of the charges on an invoice, COR3 will notify Contractor of the disputed charge and reason for the dispute. If an invoice is rejected or disputed due to lack of proper supporting documentation or any other reason, it is the responsibility of Contractor to submit those materials. Contractor has thirty days from notice of the rejected or disputed invoice to submit a response. Contractor will only be allowed to submit one response to a rejected or disputed invoice. After thirty days, the deduction is final.

In the event a Contractor submits additional information or documentation within thirty days, COR3 will review Contractor's response. COR3's determination after review of Contractor's response is final.

Given the high level of detail required for review of each invoice and the time-consuming nature of this review, appeals from final deductions may only be granted in extraordinary circumstances, or in the event of proof of an error by COR3. Appeals will not be granted to fulfill supporting documentation requirements if the invoice has been previously disputed and the Contractor's response rejected.

If Contractor wishes to ask COR3 to reconsider final deductions, it must do so within thirty calendar days from the date on which the invoice receives final approval. No appeals will be considered after such date. Please note that in most cases, the reductions have been vetted through several levels of review, so it is rare that an appeal will be granted. Additionally, appeals concerning clear violations of the Policy will not be granted. Although COR3 will discuss deductions with Contractor to give due consideration to Contractor's views, COR3's determinations with respect to deductions are final. COR3 has the sole discretion to grant or deny an appeal.

In the rare case where COR3 grants an appeal, Contractor will be asked, once the discussion has concluded, to submit a new invoice reflecting the approved final amount.

IX. INCENTIVES AND PENALTIES

COR3 reserves the right to immediately terminate the services of a Contractor or Contractor employee or subcontractor whose billing practices raise questions about the Contractor's integrity, honesty, or compliance with this Policy or any other applicable COR3 policy or Puerto Rico and federal law or policy.

COR3 will review the one hundred percent of Contractor invoices for time and expenses. This full compliance review is a lengthy process and often causes delays in payment. COR3 recognizes this is burdensome to Contractors; however, is critical to COR3's compliance with Puerto Rico law and Federal grant requirements.

However, if Contractor has no rejected or disputed invoices for three consecutive months, COR3 may determine to transition Contractor's invoices to a sampling review method, instead of one hundred percent review, provided that such procedure does not violate any federal and local agreements, laws and regulations. COR3 has found that this would significantly expedites review and payment.

X. EFFECTIVE DATE

This Policy shall be effective when published, however, since this Policy is generally a more detailed procedure of what COR3 has agreed to for all contracts, this policy can be viewed retroactively. For any contracts, however, that were executed before the effective date of this policy, if there are contradictions between this policy and the contract terms, the contract terms control. However, any contradictions identified must be brought to the attention of COR3 immediately for their concurrence.

ATTACHMENT C

PROPONENT'S GOOD STANDING, LIMITED DENIAL OF PARTICIPATION (LDP) SUSPENSION OR DEBARMENT STATUS, LEGAL ISSUES, OWNERSHIP, STRUCTURES, AND CONFLICTS

Proponent: _____

Proponent Authorized Representative: _____

Mailing Address:_____

Contact Telephone: _____

In addition, the Proponent discloses the Identification of Owners, Shareholders, Officers, Directors, and Partners of the proposing entities:

Name	Position	Proposing Entity	Address

CERTIFICATIONS AND LEGAL DISCLOSURES[3]

The Proponent certifies to the best of its knowledge and belief after reasonable inquiry, the following with respect to the Proponent and, where applicable, its Owners, Shareholders, Officers, Directors, and Partners:

[3] For purpose of this certification, a Natural Person is any person defined as such in any applicable law, including the Civil Code of Puerto Rico, and including, but not limited to, every chair, vice chair, director, executive director, or every member of a Board of Officers or a Board of Directors, or a person discharging similar duties. If refers to Juridical Person includes corporations, professional corporations, professional associations or business partnerships, special partnerships, cooperatives, and any other entity defined as such in any applicable law, associations, partnerships, or de facto corporations, including those that constitute for these purposes an alter ego of the juridical person, affiliates, or subsidiaries thereof.

A. GOOD STANDING AND ELIGIBILITY

1. The Proponent is in good standing with applicable Federal, Government of Puerto Rico, and local agencies with which it has or has had a contractual relationship.

2. Neither the Proponent nor any person or entity covered by this Certification is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal, state, Government of Puerto Rico, or local department or agency.

3. Within the three (3) years preceding the submission of the Proposal, neither the Proponent nor any person or entity covered by this Certification has been convicted of, or had a civil judgment rendered against it or them for, fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or public contract; violation of Federal or Puerto Rico antitrust statutes; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; receiving stolen property; or any other offense that would render such person or entity ineligible to contract with the Government.

4. Neither the Proponent nor any person or entity covered by this Certification is presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses described above, including any offense that would render such person or entity ineligible to contract with the Government of Puerto Rico pursuant to applicable law, including Act 2-2018, as amended.

5. Within the three (3) years preceding the submission of the Proposal, the Proponent has not had one or more public transactions with any Federal, Government of Puerto Rico, state, or local governmental entity terminated for cause or default.

B. CONFLICT-OF-INTEREST CERTIFICATION

6. The Proponent certifies that it does not represent private interests in cases or matters that involve conflicts of interest or of public policy between COR3/P3 and the private interests it represents, as required by Section 3.2(n) of Act 2-2018, known as the *Anticorruption Code for the New Puerto Rico*.

7. Except as expressly disclosed pursuant to Section 4.7 of the RFP, the Proponent is not aware of any actual, potential, or apparent conflict of interest, organizational conflict of interest, or unfair competitive advantage concerning its participation in this procurement or the performance of the services contemplated under the RFP.

C. LEGAL PROCEEDINGS AND INVESTIGATIONS

8. The Proponent shall disclose any legal proceeding, interview, or investigation conducted by a U.S. law enforcement agency that is either: (i) ongoing as of the date of submission of the Proposal; or (ii) occurred within the five (5) years preceding publication of the RFP, and that involves the Proponent or any member of its proposed team and relates to transactions executed in or on behalf of the Government of Puerto Rico or any of its public corporations.

For each applicable matter, the Proponent shall provide a brief description identifying, to the extent legally permissible, the nature of the proceeding, interview, or investigation; the governmental entity involved; the person or entity involved; the general subject matter; its current status; and, if concluded, the date and disposition of the matter.

D. PUERTO RICO DEBT-RELATED ENGAGEMENTS

9. The Proponent shall disclose any current or prior engagement involving work performed for a creditor or guarantor of the Government of Puerto Rico or any of its public corporations concerning such creditor's or guarantor's position or interests in Puerto Rico debt obligations.

For each applicable engagement, the Proponent shall identify the client, provide a brief description of the nature of the services performed, state whether the engagement is ongoing, and, if concluded, identify the date on which the engagement ended.

If any engagement disclosed under this subsection creates or may reasonably create an actual, potential, or apparent conflict of interest, organizational conflict of interest, or unfair competitive advantage with respect to this procurement or the contemplated services, the Proponent shall also submit the separate **Conflict-of-Interest Disclosure** required pursuant to Section 4.7.3 of the RFP.

E. CERTIFICATION AND CONTINUING OBLIGATION

The Proponent acknowledges that the certifications and disclosures contained in this Attachment are continuing in nature. The Proponent shall promptly notify COR3 of any material change affecting the accuracy or completeness of any certification or disclosure made herein occurring during the procurement process or, if selected, during the term of the resulting Agreement.

Where the Proponent is unable to certify any statement contained in this Attachment, or where disclosure is required by this Attachment, the Proponent shall attach a separate explanation identifying the applicable paragraph and providing sufficient information for COR3 to evaluate the matter.

The submission of an explanation or disclosure shall not, by itself, result in disqualification. COR3 reserves the right to evaluate the information provided in accordance with the RFP and applicable law.

_____

Proponent's Name

_____

Proponent's Authorized Representative Signature
(If Corporation, Signed and Sealed)

_____

Date

Where the Proponent is unable to certify any of the statements in this Certification, such Proponent shall attach an explanation to this Certification.

ATTACHMENT D

LIST OF ANY OTHER CURRENT OR PRIOR CONSULTING CONTRACTS THAT THE FIRM HAS/HAD WITH ANY GOVERNMENT ENTITY OF PUERTO RICO AND PRIVATE NON-PROFIT ENTITIES (PNPs) THAT ARE SUBRECIPIENTS OF COR3

The Proponent shall disclose all current and prior consulting contracts within the three (3) years preceding the publication of this RFP involving the Proponent, its proposed subcontractors, and Key Personnel with:

1. COR3/P3;
2. any Government of Puerto Rico agency, instrumentality, public corporation, or other governmental entity;
3. any municipality of Puerto Rico;
4. any private nonprofit entity that is or was a COR3 subrecipient during the applicable engagement; and
5. any other entity where the engagement bears a direct or material relationship to the activities of the Government of Puerto Rico or to the services contemplated under this RFP.

For each engagement, the Proponent shall provide, at a minimum, the following information:

Required Information	
Entity/Client Name	
Proponent, Subcontractor, or Key Personnel Holding the Engagement	
Contract/Engagement Number, if applicable	
Project(s) Involved, if applicable	
Period of Performance	
Current Status (Active/Completed/Terminated)	
Contract Value, if applicable	
Role and Responsibilities	
Whether the Entity is a COR3 Subrecipient	Yes / No
Potential Conflict Identified by Proponent	Yes / No

2 CFR § 180.995 Principal means:

(a) An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or

(b) A consultant or other person, whether or not employed by the participant or paid with Federal funds, who -

(1) Is in a position to handle Federal funds;

(2) Is in a position to influence or control the use of those funds; or,

(3) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Signature of Proponent's Authorized Official	Date

ATTACHMENT E
LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned 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 undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned 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 the 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.

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

_____
Signature of Proponent's Authorized Official

_____
Name and Title of Proponent's Authorized Official

_____ _____
Date RFP Number

ATTACHMENT F
COST PROPOSAL FORM

Services will be charged on an hourly basis, prior to rate approval, and subject to COR3's *Contractor, Travel, Expense, and Billing Policy*.

Labor Rates by Position

Title	Hourly Rate
Analyst	
Grant Specialist	
Supervisor	
Subject Matter Expert	
Project Manager	
Administrative Assistant	

*No other labor categories are allowed.

Hourly rates must be fully burdened, inclusive of overhead, fringe benefits, and profit.

Signature

Date

ATTACHMENT G
PROFESSIONAL SERVICES AGREEMENT TEMPLATE

PROFESSIONAL SERVICES AGREEMENT

FOR

[SERVICES]

by and between

THE PUERTO RICO CENTRAL OFFICE FOR RECOVERY, RECONSTRUCTION AND RESILIENCY, a division of THE PUERTO RICO PUBLIC-PRIVATE PARTNERSHIPS AUTHORITY

and

[PROVIDER]

Dated as of _____

PROFESSIONAL SERVICES AGREEMENT
FOR
[SERVICES]

This Professional Services Agreement (the "Agreement") for **[DESCRIPTION OF SERVICES]** for the Puerto Rico Central Office for Recovery, Reconstruction and Resiliency in connection with all current federally declared disasters and any subsequent presidentially declared disasters, is made and entered into as of this ____ day of _____, 20___, by and between the **PUERTO RICO CENTRAL OFFICE FOR RECOVERY, RECONSTRUCTION AND RESILIENCY** ("**COR3**"), a division within the **PUERTO RICO PUBLIC-PRIVATE PARTNERSHIPS AUTHORITY** (the "**P3 Authority**") (COR3 and the Authority hereinafter collectively the "**COR3/P3 Authority**"), a public corporation of the Government of Puerto Rico (the "Government"), herein represented by its **[TITLE OF AUTHORIZED REPRESENTATIVE]**, **[NAME OF AUTHORIZED REPRESENTATIVE]**, of legal age, **[MARITAL STATUS]**, and resident of **[MUNICIPALITY]**, Puerto Rico, duly authorized to execute this Agreement pursuant to Act No. 29-2009, as amended, Executive Orders 2017-065 and 2017-069, and Resolutions 2017-41 and 2025-18 of the Board of Directors of the Authority, and **[PROVIDER'S LEGAL NAME]** ("**[PROVIDER]**"), a **[TYPE OF LEGAL ENTITY]** organized under the laws of **[JURISDICTION]**, and represented herein by its **[TITLE]**, **[NAME OF AUTHORIZED REPRESENTATIVE]**, of legal age, **[MARITAL STATUS]**, and resident of **[CITY, STATE/COUNTRY]**, duly authorized to execute this Agreement through **[CORPORATE RESOLUTION OR OTHER AUTHORIZING DOCUMENT]** issued on **[DATE]**, (together with its successors and permitted assigns, "Provider", "Consultant" or "Contractor" and together with the COR3/P3 Authority, the "Parties").

RECITALS

WHEREAS, by virtue of the powers conferred to it under the Public-Private Partnerships Act, Act No. 29-2009, as amended (Act 29), Executive Order 2017-65 – Administrative Bulletin No. OE-2017-065, as amended by Executive Order 2017-069 – Administrative Bulletin No. OE-2017-069, and Resolution No. 2017-39 of the Board of Directors, the COR3/P3 Authority is authorized to engage professional, technical and consulting services that are necessary and convenient to carry out the activities, projects, and operations of the COR3.

WHEREAS, as authorized by the Board of Directors of the P3 Authority by virtue of the Resolution 2017-41, COR3 shall ensure that all contracts necessary for the exercise of its powers are executed with any Government entity, federal government entity and/or any other person or private entity.

WHEREAS, on **[RFP ISSUANCE DATE]**, COR3 issued Request for Proposals No. **[RFP NUMBER]** for **[RFP TITLE]**, as amended (the "RFP"), attached hereto as **Appendix A** and made part of this Agreement.

WHEREAS, on **[PROPOSAL SUBMISSION DATE]**, **[PROVIDER]** submitted to COR3 its Proposal in response to the RFP (the "Proposal"), attached hereto as **Appendix B** and made part of this Agreement.

WHEREAS, after considering the Proposal, and evaluating the further needs of COR3, the Parties have agreed on the services to be provided to COR3 by the Provider.

WHEREAS, through Resolutions No. **[RESOLUTION NUMBER]**, the Board of Directors of the P3 Authority authorized COR3 to award **[RFP NUMBER]** to **[PROVIDER(s)]**, and to proceed with the negotiation and contracting process, subject to all applicable governmental approvals, requirements, and budget certification.

WHEREAS, following the foregoing procurement process and approvals, COR3 and the Provider proceeded with the negotiation of the terms and conditions applicable to the professional services to be provided under this Agreement.

WHEREAS, COR3 has received the corresponding approvals from the Board of Directors of the Authority, the Financial Oversight and Management Board for Puerto Rico ("FOMB") and the Office of Management and Budget ("OMB"), thereby authorizing the execution of this Agreement.

WHEREAS, COR3 wishes to engage the Provider to provide the professional services described herein and in **Appendix A**, and the Provider is willing to provide such services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the COR3/P3 Authority and the Provider agree to enter into this Agreement under the following:

TERMS AND CONDITIONS

ARTICLE I
DEFINITIONS

Section 1.1 Definitions and Acronyms

The following terms shall have the meanings as indicated:

[DEFINITIONS AND ACRONYMS INCLUDED IN THE RFP] […]

ARTICLE II
PURPOSE OF AGREEMENT; TERM

Section 2.1 Purpose of Agreement

The COR3/P3 Authority engages with the Provider to provide professional services related to **[DESCRIPTION OF SERVICES]**, as detailed in Article III, Section 3.1 (Scope of Services) of this Agreement and in **Appendix A**. In the event that COR3/P3 Authority desires to engage the Provider on matters beyond the scope of services detailed in the RFP (**Appendix A**) and/or the Proposal (**Appendix B**), the Parties agree to negotiate in good faith either a separate agreement or an amendment hereto with respect to such mandate.

Section 2.2 Term

This Agreement shall be in effect from the date of its execution until **[EXPIRATION DATE]**, (the "Expiration Date"), provided that the Expiration Date may be extended by amendment executed in writing by both Parties prior to such date. **[IF APPLICABLE**: The Parties may agree to extend the Term of the Agreement up to **[NUMBER OF OPTION TERMS]** additional option terms of one (1) year each, through **[FINAL EXPIRATION DATE].]** The period of the time ending on **[BASE TERM EXPIRATION DATE]**, shall be referred to as the "*Base Term*," and **[IF APPLICABLE: each additional fiscal year thereafter, ending on the last day of each fiscal year, shall be referred to as an "*Option Term*".]**

[IF APPLICABLE: In the event COR3 agrees to ratify in writing the extension of the Term pursuant to the preceding paragraph, COR3 shall undertake all reasonable efforts to notify the same to the Provider at least thirty (30) days prior to the last day of each fiscal year.**]**

Base Term: From date of execution – **[BASE TERM EXPIRATION DATE]**
[IF APPLICABLE:]
Option Term 1: July 1, 20__ – June 30, 20__
Option Term 2: July 1, 20__ – June 30, 20__
[ADDITIONAL OPTION TERMS, IF APPLICABLE]

ARTICLE III
SCOPE OF SERVICES; ADVICE AND RECOMMENDATIONS; SUBCONTRACTING

Section 3.1 Scope of Services

Subject to the terms and conditions of this Agreement, the Provider's services shall be consistent with the provision of the deliverables, tasks, and services described in the RFP, as amended by **[APPLICABLE ADDENDA, IF ANY]** (**Appendix A**), the Provider's Proposal (**Appendix B**), and as may be further specified in one or more Task Orders entered into by the Parties, all of which are herein incorporated by reference in this Agreement. The Provider may also perform additional tasks delegated by the COR3/P3 Authority through a Task Order, provided that such tasks are reasonably related to the scope of this Agreement and within the Provider's capabilities. The services rendered under this Agreement may be related to the following disasters: Hurricane María (DR-4339), Earthquakes (DR-4473), COVID 19 (DR-4493), Hurricane Fiona (DR-4671), Severe Storms (DR-4805), Tropical Storm Ernesto (DR-4850), and any subsequent federally declared disaster.

[INSERT SCOPE OF SERVICES, INCLUDING APPLICABLE TASKS, RESPONSIBILITIES, DELIVERABLES, AND OTHER SERVICE REQUIREMENTS, AS SET FORTH IN THE RFP.]

Section 3.2 Advice and Recommendations

The Services to be provided under this Agreement may include advice and recommendations for the benefit of the P3 Authority, COR3 and/or the Government of Puerto Rico, but the Provider will not make any decisions on behalf of the P3 Authority, COR3 or the Government of Puerto Rico in connection with the implementation of such advice or recommendations.

Section 3.3 Subcontracting

The Parties acknowledge that the Provider has submitted the certification entitled "*Contractor Certification Requirement*", required in accordance with the *Policy for Review of Contracts* of the Financial Oversight and Management Board for Puerto Rico, signed under penalty of perjury by the Executive Director of the Provider (or the highest-ranking equivalent officer). A signed copy of the "*Contractor Certification Requirement*" is included as **Appendix G** of this Agreement.

The *Certification* discloses all subcontractors and affiliated entities expected to perform services in connection with this Agreement. In accordance with the aforementioned Policy, the Provider represents and warrants that all information provided in said *Certification* is complete, accurate and correct,

and that any misrepresentation, inaccuracy or falseness in such *Certification* will render the Agreement null and void and the Provider will have the obligation to reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the Agreement and any subsequent amendment.

As certified therein, the Provider agrees and acknowledges it shall not subcontract any of the services under this Agreement, nor engage third-party experts or other individuals to render the services contemplated herein, without the prior written authorization of the COR3/P3 Authority. Any request for such authorization shall include a detailed description of the specific services or tasks to be performed by the proposed subcontractor. For purposes of this Agreement, the term "subcontractor" shall not include a party's suppliers or staffing firms engaged solely to supplement the party's own staff. Notwithstanding the foregoing, any additional personnel provided through a staffing firm shall remain subject to COR3's prior written approval as required under the RFP (**Appendix A**) and this Agreement.

All payments due to subcontractors shall be the sole responsibility of the Provider. The Provider shall promptly notify the COR3/P3 Authority in writing of any change in the identity, role, or scope of any approved subcontractor, including the addition or removal of any subcontractor during the term of this Agreement. The Provider shall also provide the COR3/P3 Authority with a copy of the subcontract agreement for each approved subcontractor, to enable the COR3/P3 Authority to evaluate the scope of work and ensure compliance with the terms of this Agreement.

Section 3.4 Provision of Services

During the term of this Agreement and subject to the timely payments of amounts due to the Provider under this Agreement, the Provider shall provide to COR3 and COR3 will obtain from the Provider certain Services and/or Deliverables as more particularly specified in this Agreement and individual Task Orders, which are issued hereunder or incorporated by reference herein. The Parties may, from time to time, agree to amend a Task Order by mutual, written agreement of the Parties; provided that the Provider will not be obligated to perform work beyond the scope identified in any such Task Order, except as amended. In the event of a conflict or ambiguity between any term of this Agreement and the applicable Task Order, the terms of this Agreement shall prevail, unless and except to the extent the applicable Task Order explicitly notes the deviation from this Agreement, in which case the terms of such applicable Task Order will prevail only with respect to such provision.

Section 3.5 Assumptions and Dependencies

a. The Parties acknowledge that the Services, Deliverables, performance schedules, charges, and related items in this Agreement and the applicable Task Orders depend on the accuracy and completeness of the information provided to the Provider as reflected in any assumptions and dependencies set forth in such Task Order. If either Party discovers that any fundamental assumptions and dependencies, as set forth herein or in the applicable Task Order, are inaccurate in any material respect, then that Party shall inform the other Party, and the Parties will discuss the related impact (whether positive or negative) on the Provider's ability to perform the Services or provide Deliverables in accordance with the terms of this Agreement and/or the applicable Task Order. In such an event, the Parties will seek to establish appropriate

adjustments to their respective obligations under this Agreement (including the charges payable to the Provider) by executing a Change Order.

b. Further, COR3 represents that it will respond promptly to any of the Provider's requests to provide information, approvals, decisions, or authorizations that are reasonably necessary for the Provider to perform the Services in accordance with the Task Order. If the Task Order does not specify the time period for COR3's response, it will generally be a reasonable time period in the context of the overall project schedule. The Provider's request may also describe the course of action the Provider intends to follow if it does not receive a timely response from COR3. Any subsequent change requested by COR3 will be subject to mutual agreement and may result in a Change Order.

c. Where this Agreement or an applicable Task Order requires or permits a Party's personnel to perform Services at the other Party's facilities, the Party controlling such facilities (the "Host Party") shall provide the other Party's personnel with reasonable access to appropriate personnel, facilities, systems, office space, desks, storage, furniture, and other normal office equipment and support, as reasonably necessary for the performance or receipt of Services, subject to the Host Party's applicable security, safety, and access requirements. Any property located at or provided from the Host Party's facilities shall remain in the care, custody, and control of the Host Party.

d. Each Party shall designate a dedicated project manager responsible for coordinating the performance of the Services, managing the agreed schedule, facilitating the timely participation of such Party's personnel and departments, and addressing issues that may arise during performance. The Parties' project managers shall coordinate with each other as reasonably necessary to support the timely and orderly progression of the Services.

e. Contractual communications and documents between the Parties are to be in English unless otherwise mutually agreed upon.

f. Any agreed-upon schedule is based on the assumption that no unforeseen events outside the Provider's control materially affect the performance of the Services. If such an event occurs, the Parties shall work together in good faith to make any reasonably necessary adjustments to the applicable schedule or implementation plan. Any adjustment affecting the estimated hours, Charges, or budget of an applicable Task Order shall require COR3's prior written approval and shall be documented in accordance with this Agreement.

g. Staffing adjustments may be necessary based on COR3's requirements or the needs of an applicable Task Order. In such case, the Provider shall promptly notify COR3 in writing of any proposed staffing adjustment and any anticipated impact on the applicable schedule or budget. No additional personnel may be assigned to this Agreement without COR3's prior written consent. Any staffing adjustment affecting the Charges or budget of an applicable Task Order shall be subject to COR3's prior written approval.

h. Cooperation with COR3 Contractors. The Provider represents and warrants that it shall in good faith cooperate with and provide reasonable support to COR3 and any COR3 Contractors, as requested by COR3 from time to time, to coordinate the Provider's provision of Services and the performance by COR3 and/or the COR3 Contractors of any service, activity or task related to or interdependent with such Services.

Section 3.6 Amendment Procedure

Over the term of this Agreement, the Parties will evaluate new business processes, technology, and other innovations that may improve the value of the Services for the COR3. Whether as a result of such opportunities or in the event of unanticipated changes to the scope, schedule, or other matters (including without limitation relevant Project policies, procedures, processes or related matters) affecting the Deliverables or Services (including those resulting from Force Majeure), COR3 may request and the Provider shall prepare a proposal referred to as an "Amended Proposal". Upon approval by COR3 of such Amended Proposal, COR3 shall permit an equitable adjustment to the charges and other requirements for such Services or Deliverables and both Parties shall work in good faith to finalize an appropriate equitable adjustment in the form of an Amendment to this Agreement and/or the applicable Task Order, which shall be executed by the Parties. The Provider will continue performing the Services or providing the Deliverables under the Task Order until such Amendment is finalized and executed, subject to fund availability under the Agreement.

Either party may propose changes to the scope or time schedule of the Services under a Task Order. Requests for changes will be submitted to the other Party in writing for consideration of feasibility and the likely effect on the cost and schedule for performance of the Services. The Parties will mutually agree upon any proposed changes, including resulting equitable adjustments to costs and schedules for the performance of the Services. The agreed changes will be documented in one or more written Change Orders to the Task Order. When a Change Order to a Task Order requires the Agreement to be amended, such Change Order shall not be deemed valid until the corresponding Amendment to the Agreement is fully executed in writing and registered by COR3 at the Puerto Rico's Comptroller's Office. COR3 shall notify the Provider when all such approvals have been obtained and the Change Order shall be deemed to be effective after the delivery of such notice, at which time the Provider will commence performance, as changed, pursuant to such Change Order.

Section 3.7 Acceptance

COR3 shall have thirty (30) days after completion of each Task Order and delivery of each Deliverable, as the case may be, in which to notify the Provider by providing a written list of all issues identifying instances where such Services and/or Deliverables failed to comply with the specific acceptance criteria specified in the applicable Task Order requirements, unless another time period is agreed upon by the Parties in writing. If the Provider is not notified in writing (which may be via email) in accordance with Section 11.3 of any such failure within this time period, the Services and/or Deliverables shall be deemed accepted by COR3. The acceptance of Services and/or Deliverables shall accrue cumulatively toward the task, Project and/or overall Project success.

After notice as described above is received, the Parties will agree to what constitutes a reasonable period of time to correct any deficiency. COR3 shall then have ten (10) business days in which to notify the Provider in writing whether the Service and/or Deliverable, as corrected, complies with the relevant and applicable Task Order requirements. If the Service and/or Deliverable, as corrected, still does not comply with the specific acceptance criteria in the applicable Task Order requirements, the Provider may at its option and as the sole remedy available to the COR3, correct any remaining deficiency or return the amount paid by COR3 for the rejected portion of such Service or Deliverable. A Task Order will be deemed completed if the services and deliverables thereof are accepted or if the time to object has elapsed without notice of objection, as provided herein.

If funds are disallowed, deobligated, or otherwise recouped by any federal government entity due to negligence on the part of the Provider resulting in the Deliverables or Services not complying with federal requirements at any point during the contract, COR3 will deduct those amounts from the fee or compensation owed to the Provider. Such deduction/disallowance of costs by COR3 will not occur in situations where COR3 has instructed the Provider to perform Services within the scope of work of a Task Order, and subsequently a federal government agency determines that the work is not compliant with federal requirements, unless the Provider does not inform COR3 that such work is not reimbursable, in which case, such deduction/disallowance will proceed. All work performed by the Provider based upon directions by COR3 after the Provider advises COR3 that the work assigned is not reimbursable and COR3 directs the Provider to continue with the tasks assigned will not be deducted or disallowed by COR3.

Furthermore, work outside (not within) the scope of work of the Task Order will likewise not be compensated for or may be deducted from the amount owed to the Provider if already paid previously. The Parties may exercise the rights available under the Dispute Resolution provisions of this Agreement for any disagreement on whether work performed is within or outside of the scope of work.

ARTICLE IV
RESPONSIBILITIES; INTELLECTUAL PROPERTY

Section 4.1 COR3 Responsibilities

COR3 shall perform those tasks and fulfill those responsibilities specified herein and in the applicable Task Order ("COR3 Responsibilities"). In particular, for itself and concerning its oversight of its representatives and COR3 Contractors, COR3 represents, warrants, and agrees that it shall be responsible for the following:

a. Approving the Project design, operating policies, and procedures according to which the Deliverables and Services will be provided.

b. Supplying data and other information from sources believed to be reliable by the COR3 to the Provider or its subcontractors for the preparation of Deliverables and/or performance of Services, including, but not limited to, as set forth in the applicable Task Order, with the understanding that the Provider is entitled to rely upon such data and information in performing its Services and preparing Deliverables.

c. Providing a cloud-based computing environment and any other

computing equipment for the provision of Deliverables and performance of Services, including overall responsibility for the system.

d. Performing, to the best of its ability, the COR3 Responsibilities and cooperating in good faith with the Provider to facilitate its ability to perform the Services.

e. Providing in a timely manner such information, approvals, decisions or authorizations that are reasonably necessary for the Provider to successfully complete a task order within the performance schedules defined in the applicable Task Order.

f. Complying with all laws and regulations applicable to COR3.

g. Notifying any identifying natural person ("Data Subjects") of the COR3's and the Provider's processing or other treatment of Data Subjects' Personal Data through an applicable jurisdiction-specific privacy statement on COR3's website and any applicable consent from subject individuals.

h. Explaining in COR3's data protection policies and privacy statements what COR3 considers the related legitimate interests to be for treating any identifying natural person's Personal Data.

i. COR3 shall be responsible for taking appropriate measures to isolate and back up its systems, data, and records and to take other actions or precautions necessary to protect these and other resources.

Section 4.2 <u>The Provider's Responsibilities</u>

The Provider's Responsibilities are intrinsically related to the scope of work established in Section 3.1 of the Agreement, the RFP (**Appendix A**), its Proposal (**Appendix B**), and Task Orders agreed to by the Parties, incorporated herein by reference. As part of their responsibilities, the Provider shall perform the services and provide the professional, technical, and/or advisory support required under this Agreement, as requested by COR3 and consistent with the applicable Scope of Services. In addition to specific requirements included in each Task Order issued by COR3, the Provider shall work with COR3 staff, including but not limited to, the following tasks and duties:

a. **[INSERT PROVIDER RESPONSIBILITIES, INCLUDING APPLICABLE TASKS AND DUTIES AS SET FORTH IN THE RFP.]**

b. Support and train COR3 staff and subrecipients in best practices regarding the services in this Agreement.

c. Have ongoing communications with subrecipients, to document all relevant information, and to follow all applicable laws, regulations, and guidelines.

d. Transfer knowledge and technical skills to COR3 personnel regarding the services in this Agreement to support greater sustainability.

e. Will not work on a Task Order with duties related to any subrecipients that

they represent.

COR3 reserves the right to modify or delete specific tasks listed under Section 3.1 herein and, where appropriate, add additional tasks during the term of this Agreement, provided that any such tasks remain within or logically related to the Scope of Services contemplated by the RFP (**Appendix A**) and this Agreement. To the extent that any proposed modification or additional task triggers the procedures set forth in Section 3.6, including the need for an Amended Proposal, adjustment to the Agreement's *Not-to-Exceed Amount*, schedule, or other contractual requirements, the Parties shall proceed in accordance with Section 3.6 before such change becomes effective. COR3 reserves the right to perform some of these services and tasks internally or to assign some of these services and tasks to other COR3 Contractors. The Provider shall not be required to commence any new, modified, or additional task until the applicable Task Order, Change Order, amendment, or other required authorization, as applicable, has been duly authorized and any required approvals and funding have been obtained. The Provider is responsible for ensuring the accuracy, timeliness, and completeness of assigned tasks within the Deliverable's timeframe stated in each Task Order.

Section 4.3 Intellectual Property

a. **Ownership of COR3-Provided Intellectual Property:** As between the Parties, COR3 and its licensors will be the sole and exclusive owner of the Intellectual Property owned by COR3 or provided to the Provider by COR3 under this Agreement, including the COR3-Provided Software as defined below (collectively, the "COR3-Provided Intellectual Property"). COR3-Provided Intellectual Property will be deemed to include any derivatives, modifications, enhancements, or improvements to the COR3-Provided Intellectual Property.

b. **Ownership of [PROVIDER]-Provided Intellectual Property:** As between the Parties, the Provider and its licensors will be the sole and exclusive owner of the Intellectual Property owned by the Provider or provided to COR3 by the Provider under this Agreement (collectively the "**[PROVIDER]**-Provided Intellectual Property"). **[PROVIDER]**-Provided Intellectual Property will be deemed to include any derivatives, modifications, enhancements, or improvements to **[PROVIDER]**-Provided Intellectual Property.

c. **Ownership of Custom Deliverables and Other Deliverables:**
    a. "Custom Deliverables" means the specifications, design documents, flow charts, documentation, reports and other similar work product that the Provider develops for delivery specifically for COR3 pursuant to a Task Order; provided, however, that Custom Deliverables excludes any **[PROVIDER]**-Provided Intellectual Property and any Third-Party Intellectual Property. Any such **[PROVIDER]**-Provided Intellectual Property and Third-Party Intellectual Property will be subject to Section 4.5. Unless otherwise provided for in the applicable Task Order, and subject to any restrictions of any third-party materials and Section 4.3(d) below, Custom Deliverables shall be COR3's sole and exclusive property. The Provider hereby assigns to COR3 without further consideration the Provider's rights in and to such Custom Deliverables (excluding

any **[PROVIDER]**-Provided Intellectual Property and Third-Party Intellectual Property). To the extent any Custom Deliverables contains **[PROVIDER]** *Confidential Information*, such information will be subject to Article VI below. The Provider will have a perpetual, irrevocable, worldwide, royalty-free, non-transferable, non-exclusive, paid-up right and license to use, maintain, copy, modify, enhance, and prepare derivative works of the "Custom Deliverables".

b. "Other Deliverables" shall refer to any other specifications, design documents, flow charts, documentation, reports, and other materials that have not been developed specifically for COR3 but have been identified in an applicable Task Order and provided by the Provider to COR3 pursuant to such applicable Task Order. Unless otherwise provided for herein or in the applicable Task Order, and subject to any restrictions of any third-party materials and Section 4.3(d) below, COR3 will have:
    i. a perpetual, irrevocable, worldwide, royalty-free, non-transferable (except as otherwise provided herein or in the applicable Task Order), non-exclusive, paid-up right and license to use, maintain, copy, modify, enhance, and prepare derivative works of the Other Deliverables, and
    ii. COR3's rights in the Other Deliverables will be for the purposes of administration of the Project only. All other rights (including all other intellectual and industrial property rights) in Other Deliverables will remain with or are hereby assigned to the Provider.

    For purposes of this Agreement, Custom Deliverables and Other Deliverables may be collectively referred to as "Deliverables."

d. **"Embedded [PROVIDER]-Provided Intellectual Property":** To the extent the Provider incorporates or embeds **[PROVIDER]**-Provided Intellectual Property into any Deliverables, the following provisions will apply:
    a. If the Provider incorporates or embeds into any Deliverables any **[PROVIDER]**-Provided Intellectual Property ("Embedded **[PROVIDER]**-Provided Intellectual Property"), the Provider will grant and hereby grants to COR3 a nonexclusive, nontransferable (except as otherwise provided herein or in the applicable Task Order), worldwide, royalty-free, perpetual, irrevocable license to use, maintain, modify, enhance and create derivative works of such Embedded **[PROVIDER]**-Provided Intellectual Property to the extent necessary to use or maintain such Deliverables for purposes of administration of the Project only and solely as used in such Deliverables and not as a "stand-alone" product or separately from such Deliverables in which it is embedded. The Provider will not be deemed to have transferred or assigned any other rights to COR3 with respect to any Embedded **[PROVIDER]**-Provided Intellectual Property.
    b. Notwithstanding such license, the Provider and its licensors will be the sole and exclusive owner of any modifications, enhancements, and improvements to, or derivatives of, any Embedded **[PROVIDER]**-Provided Intellectual Property made by COR3 or COR3 Contractors pursuant to such license (the "**[PROVIDER]**-Provided Intellectual Property Enhancements"). COR3 hereby assigns to the Provider without further consideration COR3's rights in and to such

[PROVIDER]-Provided Intellectual Property Enhancements. All such **[PROVIDER]**-Provided Intellectual Property Enhancements will be deemed part of the license granted to COR3 pursuant to this Section 4.3.

e. **Further Assurances:** The Parties shall cooperate with each other and execute such other documents as may be necessary or appropriate to achieve the objectives of this Section.

f. **Knowledge Capital**: Subject to the Parties' obligations under Article VI and the Parties' reservation of rights in this Section 4.3, nothing in this Agreement will preclude either Party from acquiring, marketing, developing, distributing, licensing, or using for itself or others, services, products, or technology that are the same as or similar to those provided to the other Party by such Party pursuant to this Agreement. Furthermore, each Party will continue to be free to use the general knowledge, skills and experience and any ideas, concepts, know-how and techniques that are acquired or used while providing or receiving the Services.

g. **Open-Source Materials**: To the extent applicable to this Agreement, the Provider shall use reasonable commercial efforts through the use of industry standard software and other customary procedures to screen for and to identify for COR3, Open-Source Materials, if any, that it may make available under any applicable Task Order to COR3. To the extent the Provider identifies any such Open-Source Materials to be made available to COR3, COR3 shall use them pursuant to the terms of the applicable license to such Open-Source Materials. Notwithstanding the foregoing, and except for Open-Source Materials currently in use by the Provider, under no circumstance shall the Provider:
    a. knowingly incorporate any Open-Source Materials into any Deliverable under any applicable Task Order, or
    b. make available to COR3 any Open-Source Materials containing "copy left" restrictions, unless approved in writing by COR3 in advance.

    Unless otherwise agreed in writing, if Open-Source Materials are made available by either Party (and, in the case of materials made available by the Provider, identified to COR3), such materials will be made available on an "as is" basis and, to the extent permitted by applicable law, without express or implied warranties of any kind.

Section 4.4 <u>COR3-Provided Software</u>

In order to carry out its responsibilities under this Agreement or the applicable Task Order, the Provider may need to use software, databases and data that are owned by or licensed to the COR3 or otherwise obtain rights pursuant to contracts between COR3 and third parties ("COR3-Provided Software") as specified in the applicable Task Order. To the extent so specified in the applicable Task Order, COR3 grants to the Provider (and its authorized subcontractors), a worldwide, non-exclusive, non-transferable, royalty-free paid-up right and license to access and use COR3-Provided Software, all only to the extent necessary for the Provider's performance of this Agreement and the applicable Task Order. Such license will terminate upon the expiration of the applicable Task Order. COR3 is administratively and financially responsible for obtaining with respect to each item of COR3-Provided Software, any

Consents necessary for the licenses and use specified above and paying any sales and use tax imposed in connection with the COR3-Provided Software and the use of same by the Provider. COR3 will be responsible for the impact caused by any material delay or failure in obtaining such Consents. The Provider will inform COR3 as to its estimates of the impact of such delay or failure on the Provider's ability to provide the Services in accordance with the terms of this Agreement and the applicable Task Order. In such event, the Parties shall seek to establish mutually acceptable alternative arrangements and to make appropriate adjustments in their respective obligations under the applicable Task Order (including the charges payable to the Provider) through the execution of a Change Order. The Provider shall comply with restrictions on the Provider's use of COR3-Provided Software that are identified in writing to, and acknowledged by, the Provider. Subject to the foregoing, COR3 retains responsibility for its contractual obligations with respect to all COR3-Provided Software.

Section 4.5 [PROVIDER]-Provided Software

As between the Parties, the Provider will be the sole and exclusive owner of the **[PROVIDER]**-Provided Software. Unless otherwise specified in this Agreement or applicable Task Order, the Provider is administratively and financially responsible for obtaining any Consents necessary for COR3 and the Provider to use **[PROVIDER]**-Provided Software. The Provider retains responsibility for its contractual obligations with respect to all such **[PROVIDER]**-Provided Software; provided, however, that COR3 shall comply with restrictions on COR3's use of such **[PROVIDER]**-Provided Software that are identified in writing to, and acknowledged by, COR3. **[PROVIDER]**-Provided Software that COR3 may access or use in connection with receipt of the Services will be specified in the applicable Task Order; COR3's rights to such **[PROVIDER]**-Provided Software will be limited to the rights separately identified by the Parties in writing, and unless otherwise agreed any COR3 access and use rights or license will terminate upon the expiration of the applicable Task Order. The Provider shall have the right to monitor and audit use of the **[PROVIDER]**-Provided Software, provided, however, that the Provider may only exercise such right (i) following reasonable prior written notice to COR3 and (ii) during regular business hours with minimal disruption to COR3's operations; and provided further that the Provider's personnel performing such audit shall be subject to and abide by COR3's security policies and procedures. If an audit shows that COR3 has not complied with restrictions on COR3's use of the **[PROVIDER]**-Provided Software that have been identified to, and acknowledged by COR3, then the Provider shall notify COR3 and COR3 shall promptly modify its use of the **[PROVIDER]**-Provided Software so as to be in compliance with such restrictions.

Section 4.6 Consents

The following provisions apply to the Party responsible for providing any software or Intellectual Property and otherwise when this Agreement or the applicable Task Order imposes upon a Party the responsibility to obtain any consents, waivers, permits, clearances, approvals, licenses, rights, and other authorizations ("Consents").

a. The Party responsible for obtaining the Consent shall use reasonable efforts to obtain such Consent. The other Party shall provide reasonable

assistance to the responsible Party in obtaining such Consent. The Parties will cooperate to obtain such Consent in a cost effective and efficient manner.

b. Responsibility for obtaining the Consent will also include (subject to Section 3.6) the payment of any required transfer, upgrade, access, license or similar fees or charges related thereto.

c. If any Consent cannot be obtained on a commercially reasonable basis, the Parties will:
    a. make any appropriate adjustments to their respective obligations under this Agreement and the applicable Task Order, including, where necessary, adjusting the Charges, all to the extent necessary due to a failure to obtain such Consent, and
    b. seek to establish mutually acceptable alternative arrangements so that the Parties may perform their respective obligations under this Agreement and the applicable Task Order(s), by alternative means.

    A Party and its employees, agents and subcontractors will be included within the scope of any Consent to be obtained by the other Party.

ARTICLE V
COMPENSATION; INVOICES; OUT OF POCKET EXPENSES

Section 5.1 General

Under this Agreement, all Services and/or Deliverables will be billed at the hourly rates reflected in **Appendix __ (Proposal or BAFO, whichever is applicable)**. With respect to any Service and/or Deliverable provided on a Time & Material basis, COR3 will consider these fully earned on the date invoiced by the Provider, except to the extent COR3 notifies the Provider in writing, as specified herein, that such Service or Deliverable failed to comply with the COR3's acceptance criteria specified in the applicable Task Order requirements in the manner set forth in Section 3.7.

Charges shall also include compensation by COR3 to the Provider for fees incurred in connection with Project audit activities during the Term of the Agreement; as part of interfacing, participating, or working with COR3 Contractors, as required by COR3 or in connection with the performance under a Task Order; and/or reasonably resulting from or otherwise connected with COR3 Events or Force Majeure events. Notwithstanding anything in this Agreement to the contrary, all work required by COR3 of the Provider shall be requested via Task Order. The Provider is not obligated to continue performance that is not covered by any funding established in this Agreement or the applicable Task Order. Funding for the amounts payable by COR3 to the Provider under this Agreement include, but may not be limited to, federal assistance and disaster recovery appropriations, grants, or other funding from the U.S. Government.

Section 5.2 Task Order Process

All work done pursuant to this Agreement will be done pursuant to a Task Order or Special Task Order, as applicable. Task Orders shall be issued by COR3 to the Provider through the PR DRS (or similar platform as determined by COR3), directing services to be performed and the funding available for such services. The Task Orders may **exceptionally** be submitted outside the PR DRS. Notwithstanding, as soon as

practicably possible, COR3, with the collaboration of the Provider, shall upload the Task Orders that were submitted outside the PR DRS onto such platform. Task Orders must be approved and authorized by COR3's Director, Deputy Director and/or any other COR3 authorized representative as delegated by any of the aforementioned. The written list of COR3 authorized representatives to approve and issue Task Orders will be provided to the Provider prior to execution of this Agreement.

The Task Order process will be initiated through PR DRS by a COR3 Authorized Representative and sent through PR DRS to the Provider for review. Once preliminary acceptance has been obtained from the Provider, COR3's Authorized Representative will submit the final Task Order through PR DRS. Upon the Provider's receipt of the final Task Order, the Provider will have up to five (5) business days to accept the Task Order. Upon the Provider's acceptance of the Task Order, Services will commence unless otherwise set forth in such Task Order.

Section 5.3 Compensation for Services and Deliverables

COR3 shall compensate the Provider for Services and Deliverables in the manner set forth in this Agreement, and in accordance with the agreed upon hourly rates identified in the Cost Proposal Form **[AS AMENDED BY THE BAFO, IF APPLICABLE]** (as set forth in **Appendix __ (Proposal or BAFO, whichever is applicable**), and the applicable Task Order. Each Task Order will be assigned a maximum budget which cannot be exceeded. If a Task Order is certified as completed without reaching the maximum budget assigned, COR3 may reallocate the unused amount to another Task Order. In such case, COR3 would amend the Task Orders in the system to reflect the reallocation of unused budget from one Task Order into another.

The total amount to be paid by COR3/P3 Authority in relation to the services rendered under this Agreement shall not exceed **[NOT-TO-EXCEED AMOUNT IN WORDS] ([NOT-TO-EXCEED AMOUNT IN NUMBERS])** ("*Not-to-Exceed Amount*"), including all applicable reimbursable expenses, provided that the Provider shall not be required to perform Services or provide Deliverables beyond such maximum amount, as may be amended by written agreement of the Parties. The Provider exceeds this amount at their own risk.

The *Not-to-Exceed Amount* to be paid by COR3/P3 Authority under this Agreement includes any amount related to the performed Services and Deliverables and reimbursable expenses, as set forth in this Agreement, RFP (**Appendix A**) and assigned Task Orders approved by the Parties. Payments to be made for services rendered under this contract will come from account number **[ACCOUNT NUMBER]**. COR3/P3 Authority reserves the right to change the account number without the need to amend this Agreement. The *Not-to-Exceed Amount* is allocated into the Base Term and Option Terms as follows:

Terms	Effective Dates	Totals
Base Term	From date of execution – **[BASE TERM EXPIRATION DATE]**	$**[AMOUNT]**
Option Term 1 [IF APPLICABLE]	**[START DATE]** – **[EXPIRATION DATE]**	$**[AMOUNT]**
Option Term 2 [IF APPLICABLE]	**[START DATE]** – **[EXPIRATION DATE]**	$**[AMOUNT]**

ADDITIONAL OPTION TERMS, IF APPLICABLE]	**[START DATE] – [EXPIRATION DATE]**	$**[AMOUNT]**
Contract's Not-to-Exceed Amount		**$[TOTAL AMOUNT]**

[IF APPLICABLE: The amounts allocated to each Option Term shall become available only upon the Parties' exercise of the applicable Option Term in accordance with this Agreement and subject to the availability and certification of funds and all applicable governmental approvals.**]**

Section 5.4 Invoices

The Provider will render one monthly invoice per disaster for Services and Deliverables provided under and in accordance with this Agreement and the completed Task Orders that reflect charges for the period, including expenses. The Provider will submit one consolidated invoice for labor and one consolidated invoice for expenses for completed Task Orders. The combined labor and expense invoices for each Task Order will be entered into PR DRS based on the incurred labor and expenses and will not exceed the total Task Order budget. Each invoice must be detailed, specific, and accompanied by such supplemental information as specified in the applicable Task Order.

If the work performed falls under multiple/different programs, a breakdown of each event and/or work performed must be provided in each invoice under the applicable program. If the work performed falls under different disasters, federal funding sources, or subsets of funding, it will be invoiced separately, including a breakdown of each event and/or work performed under each funding source.

In the event the Provider submits an invoice that includes work performed by an authorized subcontractor, the Provider shall clearly identify and itemize the services performed by such subcontractor, including the specific tasks and deliverables to which those services pertain.

All invoices shall describe in narrative format the services rendered by the Provider and the billing time, with sufficient detail to allow the COR3/P3 Authority to determine the nature and extent of the work performed, the date on which the work was performed, and the applicable project.

In addition, to support COR3's ability to monitor and evaluate progress and contractor performance in alignment with the expectations of each assigned Task Order, the Provider shall also submit a Monthly Progress Report with each invoice, that provides a clear, comprehensive, and structured overview of the work performed during the corresponding period. The monthly Report will also detail the services provided by any Subcontractors as applicable. This report must include, at a minimum: a summary of the activities undertaken under the applicable Task Order; progress achieved and/or tasks completed; milestones or accomplishments realized; outstanding tasks pending completion; and an estimate of the percentage of work completed.

The Provider certifies that with the signing of this Agreement it has received a copy of and agrees to comply with *COR3's Account Payable SOP*, and *COR3's Contractor Travel, Expense, and Billing Policy*, both incorporated herein by reference. Invoices shall be complete and correct and shall be

documented in a manner that meets current federal requirements for reimbursement as established in *COR3's Account Payable SOP*, and in accordance with *COR3's Contractor Travel, Expense, and Billing Policy*, which shall include a detailed description of the services rendered by the Provider. Any reimbursable expense associated with a Task Order will be identified in the invoices and shall include the details of the resources that incurred such expenses.

The Provider shall sign all invoices and upload any supporting document to COR3's Contractor Invoice Management ("CIM") in the Disaster Recovery System ("DRS"). In addition, the Provider shall provide all details required by the system, such as invoice number, disaster, and funding for the invoice. The assigned Point of Contact ("POC") within COR3 will assist the Provider in getting the access needed to upload invoices at the CIM. Unless otherwise provided in Section 5.6, no other method will be acceptable for invoicing. **Invoices will be submitted no later than ninety (90) days from completion of the Task Order.** The COR3/P3 Authority will not honor invoices submitted after this term. The Provider accepts and agrees to this requirement, and understands that if it does not comply accordingly, it waives its right to payment for rendered services covered by such invoices.

For labor hour tasks, each invoice shall be itemized with entries for fractions of an hour based on tenths of an hour (.10) and must be duly certified by an authorized representative of the Provider. The Provider accepts and agrees to these requirements, and understands that if it does not comply accordingly, it waives its right to payment for rendered services covered by such invoices.

The Provider shall commit to completing the work within the term agreed upon, guarantee the quality of the Services and Deliverables provided, and charge for its services upon presentation of an invoice the correction of which shall be certified stating that the services were fully provided, or the deliverables were provided within the term agreed on, and that no compensation has been received therefor. Thus, all invoices for the payment of deliverables and services submitted to COR3 shall contain the following certification:

> *We certify under penalty of nullity that no public servant of the Puerto Rico Public-Private Partnerships Authority ("P3 Authority") or Puerto Rico Central Office for Recovery, Reconstruction and Resiliency ("COR3") will derive or obtain any benefit or profit of any kind from the contractual relationship which is the basis of this invoice. If such benefit or profit exists, the required waiver has been obtained prior to entering into the Agreement. The only consideration to be received in exchange for the delivery of goods or for services provided is the agreed-upon price that has been negotiated with an authorized representative of the P3 Authority or COR3. The total amount shown on this invoice is true and correct. The services have been rendered, and no payment has been received in respect thereof*.

The Provider agrees to notify COR3 within ten (10) business days after having reached 75% of the maximum amount to be paid under each term. The written notification shall include a detailed report of projected services for the duration of the Agreement that entail a possible increase to this Agreement's *Not-to-Exceed* amount and a request addressed to the Executive Director to increase said amount or reallocate funds to cover the projected amounts for those services.

The Provider hereby agrees to comply with these responsibilities with respect to the notification requirements and the report to be submitted. Furthermore, the Provider understands and accepts that it may not exceed the amount established in the Agreement unless and until the Agreement is amended accordingly and the increase is authorized by the COR3/P3 Authority. If the Provider does not comply with these requirements, it waives its rights to payment for services rendered, even after they have been provided. COR3/P3 Authority acknowledges and understands that to the extent services are required from the Provider beyond the "*Not-to-Exceed*" fee cap above, the Provider cannot provide those additional services until COR3/P3 Authority agrees to pay additional compensation and expenses, and the Agreement is amended in writing accordingly.

Section 5.5 Disputed Charges

Except for charges accepted or deemed accepted as provided in Section 3.7, if COR3 reasonably and in good faith disputes Charges set forth in an invoice, COR3 must notify the Provider in writing within thirty (30) days of receipt of such invoice setting forth in reasonable detail the specific basis or bases for objection (the "Disputed Charges"). COR3 and the Provider shall diligently pursue an expedited resolution of such Disputed Charges. If the Parties are unable to resolve any such dispute within thirty (30) days after the date payment of the applicable invoice is due, the Parties may exercise the rights available under the Dispute Resolution provisions of this Agreement. Any disputed charge, identified via a Request for Information (RFI) process, can be rebilled, if requested and authorized by COR3, in a subsequent month with the appropriate backup and explanation.

However, if a disputed charge is a repeated issue, is substantially similar to a prior dispute, or remains uncorrected after COR3 has provided written notice, COR3 may, at its discretion, issue a partial payment of the invoice that excludes the Disputed Charges, without issuing a new RFI for the same or similar items.

Section 5.6 Payment

Invoices will be processed for payment only after review and approval by COR3's Authorized Representative of all submitted expenses. Approval for payment shall not be granted until appropriate and quality deliverables are received pursuant to the Task Orders issued by COR3, and documentation is provided and determined to be correct, accurate, and consistent with COR3's, Government of Puerto Rico's, and federal reimbursement requirements.

COR3 shall make all reasonable efforts to pay invoices that are due and payable within one-hundred and twenty days (120) of invoice submission provided that no Charges have been disputed or rejected. The payment of such services will be made according to each Task Order issued and approved. COR3/P3 Authority reserves the right to review the invoices and request additional information before proceeding with payment. No interest shall accrue or be payable by COR3/P3 Authority in connection with any invoice or payment due under this Agreement.

If COR3 disputes any of the charges on any invoice, it shall notify the Provider of such disputed charges in accordance with Section 5.5, and the Parties shall resolve the dispute as set forth therein.

If there is a disputed charge, any portion of a Disputed Charge as to which the Parties resolve the dispute shall be paid within fifteen (15) business days after such resolution.

All amounts to be paid to the Provider under this Agreement will be paid in U.S. dollars by electronic funds transfer to the account or accounts designated by the Provider from time to time or by such method as is mutually determined by the Parties. Payments will be made by wire transfer as follows:

Payee:

Domestic EFT	**Account Name:**	
	Bank Name:	
	Bank Address:	
	ABA Number:	
	Account Number:	

The Provider may designate replacement payment information at any time upon written notice to COR3.

All invoices shall be signed and submitted electronically through COR3's electronic system of record (CIM) (original document must be available per request), in accordance with Section 5.4 herein. Alternatively, if CIM becomes unavailable to the Provider, for whatever reason, COR3 and the Provider may agree to an alternate method of submitting invoices and corresponding supporting documentation, in accordance with Section 5.4 herein, including mailing or physically delivering to the attention of:

CENTRAL OFFICE FOR RECOVERY, RECONSTRUCTION AND RESILIENCY
Attn: [AUTHORIZED REPRESENTATIVE OR DESIGNATED RECIPIENT] **POSTAL ADDRESS:** Buchanan Sector, Amelia Industrial Park 50 State Road #165 Suite 210 Guaynabo, PR 00968

COR3 reserves the right to designate, by written notice to the Provider, another representative to receive invoices and supporting documentation on its behalf. The Provider agrees to submit checking account transfer data to the Authority in order to facilitate future payments by means of electronic funds transfers ("EFT").

Section 5.7 Travel and Out of Pocket Expenses

a. The Provider must comply with COR3's current *Contractor Travel, Expense, and Billing Policy*, incorporated herein by reference, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth in 2 C.F.R. 200. The Policy is subject to change at COR3's discretion, but in the event of any major changes, COR3 will give the Provider not less than thirty (30) days' advance written notice.

b. COR3/P3 Authority will reimburse on a monthly basis reasonable and necessary out-of-pocket expenses directly related to and strictly required for the services rendered pursuant to this Agreement, including, but not limited to, travel and lodging, expense of outside counsel, filing fees, taxi fares, delivery expenses, and services such as overnight mail, courier, and messenger charges.

c. Any expense for which a reimbursement is requested shall be reasonable, necessary and related to the performance of such services. Any expenses exceeding **TWO THOUSAND DOLLARS** ($2,000.00) for any one employee, across one standard work week (seven days, from Sunday to Saturday), shall require COR3/P3 Authority's prior written authorization; provided that this requirement shall not be applicable to amounts payable to subcontractors (which may be in the form of services or expenses in support of the work hereunder), which are governed by Section 3.3. The COR3/P3 Authority will not reimburse expenses which do not comply with this provision.

d. COR3 may in its discretion provide approval in advance for recurring expenses regardless of amount, and COR3 will in any case establish a process for timely review and approval of requests to avoid delays in the performance of Services or provision of Deliverables. COR3 will not reimburse expenses which do not comply with this provision. Under no circumstances will expenses for alcoholic beverages be reimbursed.

e. Any petition for reimbursement of expenses must be accompanied by the corresponding invoice or receipt and shall specify the relation of the expense to the Services rendered; provided that the Provider shall not be required to provide receipt documentation for *per diem* allowances as provided herein. All reimbursements shall be for actual expenses incurred and shall be billed at cost, inclusive of indirect costs applied and charged in accordance with the Provider's disclosed U.S. Government accounting practices and shall include any sales taxes paid by the Provider.

ARTICLE VI
INFORMATION; CONFIDENTIALITY

Section 6.1 Information Provided by the Provider

No information or advice provided or materials prepared by the Provider as a result of its activities hereunder, may be disclosed, in whole or in part, or summarized, excerpted from or otherwise referred to a third party outside of the Executive Branch (other than, on a confidential, non-reliance, need to know basis, to the COR3/P3 Authority's employees, advisors, counsel and other representatives) without the Provider's prior written consent, unless compelled by law or court order.

In addition, the COR3/P3 Authority agrees that any reference to the Provider in any press release or communication is subject to the Provider's prior written approval, which may be given or withheld in its reasonable discretion, for each such reference. Notwithstanding the foregoing, the Provider agrees that the restriction set forth by this Section shall be effective solely during the Term of this Agreement, and once the Term has ended, either due to successful

completion, expiration or termination or cancellation by COR3/P3 Authority, such information or materials may be disclosed at the COR3/P3 Authority's discretion, with the exception of trade secret or other proprietary information of the Provider or its subcontractors.

Section 6.2 Confidential Information

a. "***Confidential Information***" means information belonging to or in the possession of a Party which is confidential or a trade secret and is furnished or disclosed to the other Party under the Agreement. In connection with this Agreement, each Party (the "disclosing party") may disclose to the other Party ("recipient") information that relates to the disclosing Party's business operations, financial condition, customers, products, services, or technical knowledge. COR3 and the Consultant agree that all information communicated to it by the other or to which it has access in connection with the Services, and the terms and conditions of this Agreement ("Confidential Information") will be held by the recipient in confidence and used only for the purposes of this Agreement. The Parties acknowledge that third-party software may be subject to additional confidentiality restrictions imposed by the applicable vendor's license or other agreement. With respect to information communicated to the Consultant by COR3 or to which the Consultant has access in connection with the Services, the term "Confidential Information" shall include COR3 Data, as defined and further addressed later in this Article. COR3 Data will remain the property of COR3. The Consultant acknowledges the proprietary and confidential nature of all internal, non-public, information systems, financial, and business information relating to the COR3, as well as to the Government of Puerto Rico, its agencies, corporations, or municipalities, now or hereafter provided to the Consultant, which shall be considered to be Confidential Information of the COR3.

b. The Provider and its Representatives (as defined below) shall keep in confidence in accordance with the terms of this Agreement all such Confidential Information and use the same only in connection with the performance of this Agreement, and shall not, except as otherwise set forth herein, make public or disclose any of said information without the previous written consent of the COR3/P3 Authority.

c. The Provider and its Representatives may use the Confidential Information in connection with providing the services contemplated by this Agreement.

d. The term *Confidential Information* shall not include information which (i) is previously known to the Provider and/or its Representatives, (ii) is available to the public prior to the time of disclosure hereunder, (iii) subsequent to the time of disclosure hereunder, becomes available to the public other than as a result of a breach of this Agreement by the Provider, (iv) subsequent to the time of disclosure hereunder becomes available to the Provider or its Representatives by a third party who, to the knowledge of the Provider, is under no obligation to keep the information confidential, (v) is independently developed by the Provider without reference to the Confidential Information or (vi)

is approved for disclosure or release by the COR3/P3 Authority.

e. Notwithstanding the above, the Provider and/or its Representatives, as applicable, may disclose Confidential Information to (a) its affiliates and approved subcontractors and their respective directors, officers, employees, agents, consultants, advisors and/or representatives (such individuals receiving Confidential Information hereunder, collectively, the "Representatives") who need to know such Confidential Information to fulfill the purposes of this Agreement, provided that such persons shall have been advised of the confidential nature of such materials and information and the Provider shall direct them to treat as confidential such information and to return all materials to the Consultant upon request; provided, that the Consultant shall be responsible for any breach of this Agreement by its Representatives and (b) pursuant to a request or requirement by law, regulation or governmental, regulatory or self-regulatory authority or legal process (including by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other process) to provide such Confidential Information.

f. A Party will not be considered to have breached its obligations under this Article for disclosing Confidential Information of the other Party to the extent required to satisfy any legal requirement of a competent governmental or regulatory authority, provided that promptly upon receiving any request from or on behalf of such authority and to the extent that it may legally do so, such Party receiving such request: (a) timely advises the other Party prior to making such disclosure in order that the other Party may object to such disclosure, take legal action to ensure confidential treatment of the Confidential Information, or (subject to applicable law) take such other action as it considers appropriate to protect the Confidential Information; and (b) takes reasonable action to limit disclosure of Confidential Information to that which is required to satisfy such legal requirement.

g. The Provider will promptly, upon the written request of the COR3/P3 Authority, deliver to the COR3/P3 Authority, or at the COR3/P3 Authority's election, destroy all Confidential Information; provided, however, that the Consultant and its Representatives may retain copies of Confidential Information, subject to the confidentiality terms of this Agreement, in accordance with their respective internal record retention policies for legal, compliance or regulatory purposes or to establish the rights of the Provider and its Representatives under this Agreement.

h. This provision shall survive the termination or expiration of this Agreement for a period of two (2) years.

Section 6.3 <u>COR3 Data</u>

a. "***COR3 Data***": For purposes of this Agreement, "*COR3 Data*" means data and/or information that is provided by or on behalf of COR3 and which consists of information or data naming or identifying a natural person such as:

i. personally identifying information that is explicitly defined as a regulated category of data under any data privacy or data protection laws applicable to COR3;
ii. non-public information, such as a national identification number, passport number, social security number, driver's license number;
iii. health or medical information, such as insurance information, medical prognosis, diagnosis information or genetic information;
iv. financial information, such as a policy number, credit card number and/or bank account number;
v. sensitive personal data, such as mother's maiden name, race, marital status, gender, or sexuality; and/or any other non-public personal information as defined by or mandated under the following dispositions:

(a) Fair Credit Reporting Act (FCRA) of 1970, as amended
(b) Controlling the Assault of Non- Solicited Pornography and Marketing Act (CAN-SPAM)
(c) Privacy Act of 1974, as amended
(d) Right to Financial Privacy Act of 1978, as amended
(e) Privacy Protection Act of 1980, as amended
(f) Electronic Communications Privacy Act (ECPA) of 1986, as amended
(g) Video Privacy Protection Act (VPPA) of 1988, as amended
(h) Telephone Consumer Protection Act (TCPA) of 1991, as amended
(i) Telecommunications Act of 1996, as amended
(j) Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA)
(k) Children's Online Privacy Protection Act (COPPA) of 1998, as amended
(l) Financial Modernization Act (Gramm-Leach-Bliley Act (GLBA)) of 2000, as amended
(m) State Laws governing the use of electronic communications, e.g., email, text messaging, telephone, paging and faxing.
(n) State Laws governing the use of information collected online.
(o) State Laws requiring privacy disclosures to consumers, state data breach notification Laws.
(p) State Laws vesting individuals with rights in or regarding data about such individuals and the use of such data.
(q) Any State Laws regarding the safeguarding of data, including encryption; and
(r) Any relevant Federal or state guidelines or recommended best practices for information security and data privacy, including, but not limited to, the National Institute of Standards and Technology (NIST) Framework for Improving Critical Infrastructure Cybersecurity (Cybersecurity Framework) and Federal Trade Commission (FTC) privacy guidelines, and the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("GDPR") and any data protection laws substantially amending, replacing or superseding the GDPR following any exit by the United Kingdom from the European Union, or, and to the extent applicable, the data security or data privacy laws of any other country (collectively, "Data Protection Laws").

b. "*COR3 Data*" will not include information or data that is aggregated. The term "COR3 Data" will also not include information that is anonymized or de-identified (*i.e.,* that was once associated with data that named or identified a natural person but where the name or identification has been removed) to the extent that (1) the Provider agrees, in writing, not to attempt to re-identify such data, and (2) the Provider requires any third parties that are provided such data to enter into a written agreement that states that they will not attempt to re-identify such data and that they will not provide such data to any additional third parties that are permitted to re-identify such data. COR3 agrees that it will only provide the Provider with access to information in compliance with applicable laws, statute or regulation to the extent necessary for the Provider to perform its Services under this Agreement.

c. "*Data Protection Laws*": To the extent applicable to the Services provided by the Provider hereunder, the Parties shall comply with their respective obligations as the data owner/controller/covered entity and the data processor/licensee/business associate/trading partner/service provider under applicable Data Protection Laws.

ARTICLE VII
BREACH; TERMINATION & REMEDIES

Section 7.1 Breach of Contract Terms

Subject to the other provisions of this Agreement, any violation or breach of terms of this Agreement on the part of the Provider or its subcontractors, if any, may result in the suspension or termination of this Agreement or such other action, including the recovery of damages that may be necessary to enforce the rights of the COR3/P3 Authority. The duties and obligations imposed by the Agreement 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.

Section 7.2 Termination with or Without Cause

Notwithstanding any provision to the contrary in this Agreement, the COR3/P3 Authority shall have the right to terminate this Agreement at COR3's convenience or without cause, by providing the Provider **thirty (30) days' prior written notice**.

Any provisions of this Agreement which expressly or by implication are intended to survive its termination or expiration will survive and continue to bind the Parties. Either party shall also have the right to terminate this Agreement immediately without prior notice, if the other party violates this Agreement through negligence, abandonment of its obligations and/or material breach of the terms of the Agreement.

In addition to all other rights or remedies provided for in this Agreement or by law, a Party may by written notice terminate this Agreement in whole, but not in part, in the event that: (i) the other Party makes a general assignment for the benefit of creditors; (ii) the other Party becomes or is unable to pay its debts as they fall due; (iii) a trustee, custodian or receiver is appointed by any court with respect to the other Party or any substantial part of such Party's assets; (iv) the other Party is the subject of a winding-up petition which is not dismissed within five business days, or a resolution is passed for its winding-up; or (v) a material amount of the funds allocated to the COR3 to fund the payments hereunder are attached or there is any interference with their use for payments hereunder.

Upon any termination or expiration of this Agreement, all license rights granted pursuant to this Agreement will survive such termination or expiration, shall continue in accordance with their terms.

Except for any claims by the COR3 against the Provider involving fraud, no claim arising out of this Agreement, regardless of the form or forum in which it is brought, may be brought by either Party more than four years after the claim accrued.

Furthermore, the COR3/P3 Authority has the right to terminate this Agreement immediately, without prior notice in the event that the contractor is convicted of the offenses mentioned in Article 3.4 of the Code of Ethics for Contractors of Act 2-2018, as amended, known as the *Anti-Corruption Code for the New Puerto Rico* ("Act No. 2-2018"), or if the entity becomes aware that the person was disqualified from contracting with the Government of Puerto Rico. If applicable, the COR3/P3 Authority may invoke the Force Majeure provision of this Agreement and cancel the contract when weather conditions prevent the activity from being carried out, pursuant to Section 11.12 herein.

The Provider may terminate this Agreement if it determines any part of the services rendered hereunder would be in conflict with law or professional standards.

Section 7.3 Termination by the Office of the Governor's Chief of Staff

The Office of the Governor of Puerto Rico's Chief of Staff has the authority to terminate this Agreement at any time on behalf of the COR3/P3 Authority, as stated in Joint Circular Letter No. OSG-2025-002/OGP-006-2025, issued on June 12, 2025, by the Office of the Governor of Puerto Rico's Chief of Staff and the Puerto Rico Office of Management and Budget.

Section 7.4 Unpaid Fees in case of Termination or Expiration of Agreement

Upon any termination or expiration of this Agreement, the Authority shall promptly pay the Provider any accrued but unpaid fees hereunder incurred prior to the effective date of such termination or expiration, as the case may be, including services rendered at the request of the COR3 and shall reimburse the Provider for any unreimbursed expenses that are reimbursable hereunder.

Section 7.5 Rights and Obligations

Upon any termination or expiration of this Agreement, the rights and obligations of the Parties shall terminate, except for the rights and obligations that shall survive the termination or expiration of this Agreement.

Section 7.6 New Officer Appointed

The Parties acknowledge that any new officer appointed as the COR3/P3 Authority's Executive Director, or an authorized representative of the COR3/P3 Authority, may determine to cancel this Agreement immediately in accordance with the notification requirements of Section 7.2 of this Agreement, at any time and without cause.

ARTICLE VIII
INDEMNIFICATION; INSURANCE

Section 8.1 Indemnification and Liability

a. Indemnification. Each Party shall defend, indemnify, and hold harmless the other Party, its officers, officials, employees, and authorized representatives from and against any third-party claims, damages, liabilities, losses, judgments, and reasonable attorneys' fees, but only to the extent arising out of the negligence or willful misconduct of the indemnifying Party or its personnel in the performance of this Agreement. Any indemnification obligation of the COR3/P3 Authority under this Section shall apply only to the extent permitted by applicable law.

b. Subcontractor Claims. The Provider shall defend, indemnify, and hold harmless the COR3/P3 Authority from and against any claims brought by any subcontractor of the Provider for payment or other damages arising from or related to the applicable subcontract between the Provider and such subcontractor. The Provider shall remain solely responsible for all compensation, expenses, and other amounts owed to its subcontractors and shall not permit any subcontractor to assert any contractual right to payment directly against the COR3/P3 Authority.

c. Intellectual Property Claims. The Provider shall defend, indemnify, and hold harmless the COR3/P3 Authority, its officers, officials, and employees from and against any third-party claim alleging that any Deliverable or Provider-provided intellectual property furnished under this Agreement infringes or misappropriates any third-party intellectual property right, except to the extent the claim was caused by the negligence or willful misconduct of the COR3/P3 Authority or its personnel in the performance of this Agreement.

d. Limitation of Liability. Except for liability arising from fraud, bad faith, negligence, willful misconduct, breach of confidentiality obligations, infringement indemnification obligations, or other liabilities that may not be limited under applicable law, the aggregate liability of the Provider, its subsidiaries, subcontractors, and their respective personnel arising out of or relating to this Agreement shall not exceed the fees paid by the COR3/P3 Authority to the Provider under the applicable Task Order giving rise to the claim. In no event shall the Provider be liable for consequential, special, indirect, incidental, punitive, or exemplary damages, including loss of use, data, goodwill, revenues, or profits, except to the extent such damages are payable to a third party pursuant to an indemnification obligation under this Agreement.

Section 8.2 Insurance

a. The Provider represents that as of the date of execution of this Agreement, it maintains Professional Liability Insurance to provide for errors, omissions and negligent acts that may arise from the services rendered under this Agreement in the minimum amount of **ONE MILLION DOLLARS ($1,000,000.00)** per claim.

b. The Provider also represents that it maintains Commercial General

Liability insurance in the minimum amount not less than **ONE MILLION DOLLARS ($1,000,000.00)**, per occurrence and **TWO MILLION DOLLARS ($2,000,000.00)** aggregate. It shall be the Provider's obligation to submit to COR3 the corresponding Insurance certifications evidencing such coverages. The insurance certifications must identify COR3 and the P3 Authority as Additional Insured solely with respect to the Provider's obligations to COR3 hereunder.

a. With respect to the Commercial General Liability Insurance policy, the certification to be provided by the Provider must provide Hold Harmless Agreement Clause. Also, the certificates should include the following cancellation notice:

> *"CANCELLATION CLAUSE: It is understood and agreed that in the event of cancellation of this policy at the request of the insurance company, thirty (30) calendar days written notice shall be given to the above-mentioned additional insured,* ***PUERTO RICO CENTRAL OFFICE FOR RECOVERY, RECONSTRUCTION AND RESILIENCY ("COR3"),*** *a division within the* ***PUERTO RICO PUBLIC-PRIVATE PARTNERSHIPS AUTHORITY****."*
>
> However, it is agreed that if cancellation is due to non-payment of premium, ten (10) days written notice will be given by the Provider.

c. The Provider acknowledges that compliance with these obligations is a prerequisite for the Authority to issue the first payment for services rendered under this Agreement.

d. It shall be the Provider's obligation to submit to the COR3/P3 Authority the corresponding certification from its insurance company evidencing the abovementioned insurance coverage within a reasonable time not to exceed 15 days from the signing of this Agreement. The insurance policies required herein must remain in effect during the term of this Agreement, including any amendments to extend said term.

e. It is expressly acknowledged that the certifications provided by the Provider, pursuant to this Section, are essential conditions of this Agreement, and if these certifications are incorrect, the COR3/P3 Authority shall have sufficient cause to terminate this Agreement immediately, without prior notice to the Provider.

ARTICLE IX
APPLICABLE LAWS OF PUERTO RICO

Section 9.1 Interagency Services Clause

Both Parties acknowledge and agree that the contracted services may be provided to any entity of the Executive Branch with which the contracting entity enters into an interagency agreement, or by direct order of the Office of the Chief of Staff of the Governor of Puerto Rico; provided, that the provision of services by the Provider to such entity does not pose a conflict that would prevent the Provider from providing services to such entity. These services shall be rendered under the same terms and

conditions regarding work hours and compensation as set forth in this Agreement. For purposes of this section, the term "Executive Branch Entity" includes all agencies of the Government of Puerto Rico, as well as its instrumentalities, public corporations, and the Office of the Governor.

Section 9.2 Source Funds

The COR3/P3 Authority certifies that the funds for the payment related to the services rendered under this Agreement come from budgetary allocations. All disbursements for such payments shall be made from the Puerto Rico Public Partnerships Authority's budget line **[BUDGET LINE]**, account number **[ACCOUNT NUMBER]**. COR3/P3 Authority reserves the right to change the account number without the need to amend this agreement.

Section 9.3 Professional Ethics Rules

The Provider's team members and subcontractors shall observe the precepts and principles of excellence and honesty that cover their profession, in addition to the ethical standards or rules of the Association or College of which they are members and that regulate their trade or profession in the relationship with their competitors as well as with the Government of Puerto Rico and its employees or officials. In the case of persons who are not members of an Association or College, or in the case of Associations and Colleges that do not have a code of ethics for the members thereof, they shall observe the general principles of ethical conduct that are deemed reasonable in their profession or trade.

In accordance with Act 2-2018, the Provider acknowledges and accepts that, to the extent applicable, it is knowledgeable regarding the rules of ethics of its profession and assumes responsibility for its own actions. The Provider also acknowledges that in executing its professional services pursuant to this Agreement it has the obligation to exhibit complete loyalty towards the COR3/P3 Authority, including having no adverse interest to this government entity. Adverse interest includes representing clients who have interests contrary to the COR3/P3 Authority's. This duty includes the continued obligation to disclose to the COR3/P3 Authority, when permitted under the applicable rules of professional conduct, all circumstances of its relationships with clients and third persons adverse to the COR3/P3 Authority, and any interest which could influence the COR3/P3 Authority when executing the Agreement or while it is in effect.

The Provider represents conflicting interests when, on behalf of one client it must support that which it is its duty to oppose to comply with its obligations with another previous, present, or potential client. Also, it represents conflicting interests when its conduct is described as such in the standards of ethics applicable to its profession or industry, or in Puerto Rico's laws and regulations. The conduct herein described by one of its directors, partners or employees shall constitute a violation of this prohibition. The Provider shall avoid even the appearance of the existence of conflicting interests.

Section 9.4 Conflicts of Interests

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. The purpose of this prohibition is to ensure, at a minimum, that employees involved in the award and administration of contracts are free of undisclosed personal or organizational conflicts of interest—both in fact and appearance (2 C.F.R. § 200.318(c)(2)).

A real conflict of interest arises when an employee, officer, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the aforementioned individuals, has a financial or other interest or a tangible personal benefit from a firm considered for a contract.

An apparent conflict of interest is an existing situation or relationship that creates the appearance that an employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

For purpose of this Agreement, the term "financial interest" can be considered to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from: (1) ownership of certain financial instruments or investments like stock, bonds, or real Estate; or (2) a salary, indebtedness, job offer, or similar interest that might be affected by the procurement.

i. Both Parties hereby declare that, to the best of their knowledge, as of the date hereof, no public officer or employee of the Government of Puerto Rico, or any of its agencies, instrumentalities, public corporations or municipalities or employee of the Legislative or Judicial branches of the Government has any direct or indirect financial interest in the present Agreement.

ii. The Provider certifies that neither it, nor any of its directors, executives, officers, or employees, offered or paid, directly or indirectly, any commissions, referrals, contracts, or any other consideration having an economic value, to a third party as a condition for obtaining this Agreement or to influence in any way its execution. In addition, the Provider certifies that it shall not pay any commissions, make any referrals, execute any contracts, or provide any other consideration having an economic value, to a third party for the services to be rendered under this Agreement, except for any subcontracts authorized by the COR3/P3 Authority in accordance with the provisions established herein.

iii. The Provider certifies that neither the Provider, its partners, directors, executives, officers, employees and/or subcontractors receives salary or any kind of compensation for the delivery of regular services by appointment (or otherwise) in any agency, instrumentality, public corporation, or municipality of the Government of Puerto Rico.

iv. The Provider certifies that, at the time of the execution of this Agreement, it has no other contracts with any agencies, public corporations, municipalities, or instrumentalities of the Government of Puerto Rico that may present a direct or indirect conflict of interest with this Agreement, as defined in the *Puerto Rico Government Ethics Office Organic Act*, Act 1-2012, as amended ("Act 1-2012"). This restriction expressly incorporates the post-employment limitations established in Section 4.6 of Act 1-2012, including prohibitions on former public servants representing, advising, or intervening in matters before their former agencies. The Provider acknowledges that any breach of these provisions shall constitute a material conflict of interest and

may be grounds for immediate termination of this Agreement by COR3/P3 Authority. Should the Provider identify any actual or potential conflicts of interest after the execution of this Agreement, it shall promptly notify COR3/P3 Authority to determine whether an appropriate corrective measure may be taken. Such determination shall be made at the sole discretion of COR3 and shall not limit COR3's right to immediately terminate the Agreement if the conflict is determined to be material or incapable of resolution.

This provision shall be interpreted in conjunction with Section 11.13 (Non-Solicitation) of this Agreement, which further prohibits the Provider from soliciting, recruiting, or hiring any personnel currently or formerly employed by COR3/P3 Authority, or any subrecipient of the recovery programs administered by COR3 for a period of twelve (12) months after termination or expiration of this Agreement, unless prior written authorization is obtained from COR3; provided, however, that any such authorization shall only be granted in compliance with applicable ethical laws and restrictions.

v. The Provider certifies that at the time of execution of this Agreement it has no other contracts with any agencies, public corporations, municipalities, or instrumentalities of the Government of Puerto Rico that can have a direct or indirect interest in the present Agreement.

vi. **Contractual Relationships with Other Government Entities:** At the time of executing this Agreement, the Provider maintains an active contractual relationship with the following entities of the Government of Puerto Rico:

[INSERT APPLICABLE GOVERNMENTAL ENTITIES AND/OR PRIVATE NONPROFIT ORGANIZATIONS WITH WHICH THE PROVIDER MAINTAINS ACTIVE CONTRACTUAL RELATIONSHIPS, OR INDICATE "NONE," AS APPLICABLE.]

The Provider certifies that the mentioned entities include all entities of the Government of Puerto Rico with which it has any contractual relationship. Furthermore, the Provider acknowledges and agrees that the failure to disclose any government entity with which it maintains an active contractual relationship may result in the rescission of this Agreement, should COR3/P3 Authority so require.

In accordance with Executive Order 2021-029, Circular Letter No. 013-2021 issued June 7, 2021, by the Puerto Rico Office of Management and Budget (OMB), and Joint Circular Letter No. OSG-2025-002/OGP-006-2025, issued on June 12, 2025, by the Office of the Governor of Puerto Rico's Chief of Staff and the OMB, the Consultant certifies that the mentioned entities include all entities of the Government of Puerto Rico with which it has any contractual relationship.

The foregoing disclosures shall include, but not be limited to, agencies, instrumentalities, public corporations, and municipalities. Additionally, to promote full transparency and support the integrity of this engagement, the Provider has included information regarding its contractual relationships with private nonprofit organizations headquartered in Puerto Rico, if any, particularly in recognition of the potential for such entities to serve as COR3 subrecipients.

The Provider further agrees to promptly notify the COR3/P3 Authority in writing of any new, modified, or terminated engagements with such entities for the duration of this Agreement. Such notice shall include a copy of the relevant amendment or documentation reflecting the change, if applicable. Failure to provide the initial disclosure or to provide timely updates within fifteen (15) calendar days of any change may constitute a material breach of this Agreement and may result in its rescission if deemed necessary by the COR3/P3 Authority.

vii. The Provider certifies that they will not work on a Task Order with duties related to any subrecipients that they represent.

viii. The Provider certifies that it has disclosed all the information needed for COR3/P3 Authority to evaluate in detail any transactions or applications submitted and make correct and informed determinations.

ix. The Provider certifies that it shall collaborate with any investigation initiated by the government on business transactions, execution of contracts, or granting of government incentives to which it was a party or from which it benefited directly or indirectly.

Section 9.5 Anti-Corruption Provisions

a. The Provider certifies that with the signing of this Agreement it has received a copy of and agrees to comply with Act No. 2-2018, known as the Anti-Corruption Code for the New Puerto Rico ("Act No. 2-2018"), and with the Puerto Rico Government Ethics Law of 2011, Act No. 1-2012, as amended ("Act No. 1-2012").

b. The Provider certifies that it agrees to comply with Section 3.2, Ethical Obligations and Responsibilities, in its entirety of Act No. 2-2018.

c. The Provider has the obligation to report any acts that violate the provisions of the Act 2-2018, that constitute acts of corruption, or that have the elements of fraud, bribery, embezzlement, or misappropriation of funds, and of which such person has personal knowledge, concerning a contract, business, or transaction between the government, and a contractor, goods and services provider or recipients of economic incentives.

d. The Provider shall furnish a sworn statement to the effect that neither the Provider nor any president, vice-president, executive director or any member if a board of officials or board of directors, or any person performing equivalent functions for the Provider has been convicted of or has pled guilty to any of the crimes listed in Article 6.8 of Act No. 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico ("Act No. 8-2017"), or any of the crimes included in Act No. 2-2018.

e. The Provider hereby certifies that it has not been convicted in Puerto Rico or United States Federal Court under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, for any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, as amended, known as the Puerto Rico Penal Code ("Act No. 146-2012"), any of the crimes typified in Act No. 2-2018, or any other felony that involves misuse of public funds or property, including, but not limited to, the crimes

mentioned in Article 6.8 of Act No. 8-2017.

f. The COR3/P3 Authority shall have the right to terminate this Agreement in the event the Provider is convicted in Puerto Rico or United States Federal Court under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, any of the crimes typified in Act No. 2-2018, or any other felony that involves misuse of public funds or property, including, but not limited to, the crimes mentioned in Article 6.8 of Act No. 8-2017.

g. It is expressly acknowledged that the certifications provided by the Provider pursuant to this Section are essential conditions of this Agreement. If the certifications are not correct in its entirety or in any of its parts, it shall constitute sufficient cause for COR3/P3 Authority to terminate this Agreement immediately, without prior notice, and the Provider will have to reimburse the COR3/P3 Authority any amount of money received under this Agreement.

h. With respect to compliance with Act 2-2018, if the status of the Provider or any president, vice-president, executive director or any member of a board of officials or board of directors, or any person performing equivalent functions for the Provider with regard to the charges previously mentioned should change at any time during the term of the Agreement, the Provider shall notify in writing to the COR3/P3 Authority immediately. The failure to comply with this responsibility constitutes a violation of this Clause and shall result in the remedies mentioned previously.

i. **Clause on Prohibition of Lobbying Activities:** The Provider certifies that it has read and is familiar with the provisions of the "Code of Ethics for Contractors, Suppliers, and Applicants for Incentives of the Government of Puerto Rico," included as part of the provisions of Act No. 2-2018, as amended, known as the "Anti-Corruption Code for the New Puerto Rico." Specifically, the Provider acknowledges that, pursuant to Article 3.2(h) of Act No. 2-2018, it may not engage "in matters that may result in a conflict of interest or give the appearance thereof." For such purposes, the Provider acknowledges that it has read and is familiar with the regulations set forth in Memorandum No. OSG-2025-001 issued by the Office of the Chief of Staff of the Governor of Puerto Rico, and certifies and guarantees that, during the term of this Agreement, neither it, nor its shareholders, officers, or employees shall engage in any lobbying activities, whether direct or indirect, as defined in the aforementioned Memorandum No. OSG-2025-001, before COR3 or any of its affiliated entities. The Provider acknowledges that this is an essential condition of this Agreement, and that any violation of the regulations established in the "Code of Ethics for Contractors, Suppliers, and Applicants for Incentives of the Government of Puerto Rico" under Act No. 2-2018 and/or in Memorandum No. OSG-2025-001 shall constitute sufficient cause for the immediate termination and cancellation of this Agreement.

Section 9.6 Required Certifications

The Provider will comply with all applicable laws, regulations, and executive orders that regulate the contracting process and requirements of the Government of Puerto Rico including Act No. 73-2019, as amended, known as the "2019 General Services Administration Act for the Centralization of Purchases of the Government of

Puerto Rico" ("Act 73-2019"), and General Services Administration (GSA) Regulations 9301 and 9302.

The Provider represents that at the execution of this Agreement, it is complying or has submitted all the Certifications as stated in **Appendix D and E**, which are incorporated into this Agreement by reference and are hereby made a part of this Agreement. These certifications are essential conditions of this Agreement, and if incorrect, the Authority shall have sufficient cause to terminate this Agreement immediately, without prior notice to the Provider. All Attachments are fully incorporated herewith such that the terms and conditions of the Appendices shall be as binding as any terms and conditions of this executed written Agreement.

Section 9.7 Withholdings

The Provider is an independent contractor and, as such, shall be responsible for the payment of all its income taxes, its subcontractors, and its individual and employers' withholdings under the applicable tax laws of Puerto Rico or the U.S. Internal Revenue Code. No withholdings or deductions shall be made from payments to the Consultant for services rendered by the Provider, except the special contribution of one-point five percent (1.5%) of the gross amounts paid under this Agreement, required by Act No. 48-2013, as amended, and those applicable under the Act 1-2011, as amended, known as the *Puerto Rico Internal Revenue Code of 2011* and its regulations, if any. Notwithstanding the above, no income tax withholdings or deductions under the Puerto Rico Internal Revenue Code shall be made from payments to the Contractor for services rendered outside Puerto Rico.

When invoicing, the Provider will allocate fees between those relating to activities undertaken by the Provider outside Puerto Rico and constituting gross income from sources without Puerto Rico, and those relating to activities undertaken within Puerto Rico and constituting gross income from sources within Puerto Rico.

The Authority shall deduct ten percent (10%) of the gross amounts paid on those invoiced amounts which constitute gross income from sources within Puerto Rico, unless a valid tax withholding exemption certificate issued by the Puerto Rico Department of Treasury has been provided by the Consultant for the relevant tax year, in accordance with Section 1150 of the *Puerto Rico Internal Revenue Code*, 13. L.P.R.A. Section 8550(a). No withholdings or deductions shall be made from payments to the Provider for services constituting gross income from services outside Puerto Rico. The COR3/P3 Authority shall forward any such withholdings or deductions to the Secretary of the Treasury of Puerto Rico.

The Provider represents and warrants that it has and shall continue to pay all taxes and other such amounts required by federal, state, and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

Section 9.8 Registration at the Office of the Comptroller

The COR3/P3 Authority shall submit this Agreement for registration with the Office of the Comptroller of Puerto Rico, in accordance with the provisions of Act No. 18 of October 30, 1975, as amended, and provide evidence of such filing to the Provider. Such filing shall be made no later than fifteen (15) days from the date hereof. The Parties agree that no performance of either Party's obligations hereunder may be required by the other Party until the Agreement has been signed by both Parties and

submitted for registration as described above, and evidence of such registration shall be provided to the Provider. Accordingly, the Provider will not receive any payment for services rendered under the terms of this Agreement until the Agreement has been registered at the Office of the Comptroller of Puerto Rico.

Section 9.9 Waiver

The Provider certifies it is not required to obtain a dispensation or waiver in compliance with the applicable laws and regulations of the Government of Puerto Rico prior to or in connection with the execution of this Agreement. The Parties agree that the proven illegality of any of the provisions of this Agreement shall not invalidate it as a whole.

ARTICLE X
GOVERNING LAW; DISPUTE RESOLUTION

Section 10.1 Governing Law

Except for those matters that are governed by U.S. federal laws and/or regulations, which shall be governed by the applicable provisions of such laws and/or regulations, this Agreement and any dispute relating to the services hereunder shall be governed, construed, interpreted, and enforced in accordance with the laws of the Government of Puerto Rico without giving effect to conflict of law rules that would result in the application of the laws of any other jurisdiction, and excluding the United Nations Convention on the International Sale of Goods.

Section 10.2 Dispute Resolution

In the event of any dispute arising out of or relating to this Agreement, the affected Party shall notify the other Party, and the Parties shall attempt in good faith to resolve the matter within ten (10) days after the date such notice is received by the other party (the "Notice Date"). Any disputes not resolved by good faith discussions shall be referred to senior executives or their designated representatives of each Party, who shall confer at a mutually acceptable time and an agreed location, within forty-five (45) days after the Notice Date and attempt to negotiate a settlement. The senior executives or their designated representatives will furnish to each other all nonprivileged information with respect to the dispute that the Parties believe to be appropriate and germane. The senior executives or their designated representatives will negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. Formal proceedings for the resolution of the dispute may not be commenced until the earlier of: (i) the senior executives or their designated representatives conclude that resolution through continued negotiation does not appear likely; or (ii) forty-five (45) calendar days have passed since the initial request to negotiate the dispute was made; provided, however, that a Party may file earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or to apply for interim or equitable relief.

The Parties agree that any dispute, claim or controversy directly or indirectly relating to or arising out of this Agreement, the termination or validity of this Agreement, any alleged breach of this Agreement, the engagement contemplated by this Agreement or the determination of the scope of applicability of this Agreement shall be brought only in the Courts of First Instance of the Commonwealth of Puerto Rico or in the United States District Court for the District of Puerto Rico.

The COR3/P3 Authority and the Provider also agree that service of process may be effected through next-day delivery using a nationally recognized overnight courier or personally delivered to the addresses set forth or referred to in this Agreement. In any claim, all of the costs and the reasonable attorneys' fees of the prevailing party (as determined by the court in such claim) shall be borne by the party who did not prevail. The COR3/P3 Authority and the Provider further agree that a final, non-appealable judgment in respect of any claim brought in any such court shall be binding and may be enforced in any other court having jurisdiction over the party against whom the judgment is sought to be enforced. The Parties hereby agree to waive any right to jury trial in any proceeding between them.

ARTICLE XI
MISCELLANEOUS

Section 11.1 Independent Contractor

The COR3/P3 Authority and the Provider agree that the Provider's status hereunder, and the status of any agents, employees and subcontractors engaged by the Provider, shall be that of an independent contractor only and not that of an employee or agent of the COR3/P3 Authority. The Provider shall not have any power or right to enter into agreements on behalf of the COR3/P3 Authority.

Section 11.2 Assignment

This Agreement may not be assigned by either party hereto without the prior written consent of the other, to be given in the sole discretion of the party from whom such consent is being requested. Any attempted assignment of this Agreement made without such consent shall be void and of no effect, at the option of the non-assigning party.

Section 11.3 Notice

COR3 has designated a Programmatic Point of Contact (POC) for the purposes of this Agreement. The POC shall be responsible for the implementation and supervision of this Agreement between COR3 and the Provider, including resolutions of any issues that may arise during the performance hereunder on a day-to-day basis. The POC does not have the authority to amend, extend, or otherwise change this Agreement.

Any notices required under this Agreement shall be sent by certified mail, return receipt requested, business email with receipt verification and/or certified mail or through a nationally recognized overnight courier with return receipt requested or hand-delivered, and addressed to the Parties as follows:

[PROVIDER]	**COR3**
As to Contractual Matters: **Attn: [NAME OF AUTHORIZED REPRESENTATIVE]** **[TITLE]** **[MAILING ADDRESS]**	*As to Contractual Matters*: **Attn: [NAME OF COR3 AUTHORIZED REPRESENTATIVE]** **[TITLE]** Email: **[EMAIL]**

Telephone: **[PHONE NUMBER]** Email: **[EMAIL]** With a copy to: **[NAME AND EMAIL ADDRESS, IF APPLICABLE]** *As to Technical or Programmatic Matters*: **[NAME OF AUTHORIZED REPRESENTATIVE]** **[TITLE]** Telephone: **[PHONE NUMBER]** Email: **[EMAIL]** **[MAILING ADDRESS]**	With a copy to Legal Affairs Office legal@cor3.pr.gov *As to Technical or Programmatic Matters*: **[NAME OF AUTHORIZED REPRESENTATIVE]** **[TITLE]** Telephone: **[PHONE NUMBER]** Email: **[EMAIL]** Puerto Rico Central Office for Recovery, Reconstruction and Resiliency Buchanan Sector, Amelia Industrial Park 50 State Road #165 Suite 210 Guaynabo, P.R. 00968

Section 11.4 No Third-Party Rights

It is understood that this Agreement is the sole agreement between the Parties with regard to the services covered hereby and supersedes any prior agreements, written or verbal. The Agreement may not be changed orally but may be amended in writing by mutual agreement of the Parties. This Agreement is solely for the benefit of the COR3/P3 Authority, the Provider and, to the extent expressly set forth herein, the indemnified persons and no other party shall be a third-party beneficiary to, or otherwise acquire or have any rights under or by virtue of, this Agreement.

Section 11.5 Drafting Responsibility

This Agreement has been reviewed by each of the signatories hereto and counsel. There shall be no construction of any provision against either Party because this Agreement was drafted by either Party, and the Parties waive any statute or rule of law to such effect.

Section 11.6 Severability

If any provision hereof shall be held by a court of competent jurisdiction to be invalid, void or unenforceable in any respect, or against public policy, such determination shall not affect such provision in any other respect nor any other provision hereof.

Section 11.7 Counterparts

This Agreement may be executed in facsimile or other electronic counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same document.

Section 11.8 Integration

This Agreement, including the appendices and other exhibits, sets forth the entire agreement between the Parties and supersedes all prior or contemporaneous agreements, conditions, warranties, representations, arrangements and communications between the Parties or their representatives, whether oral or written, with respect to the subject matter of this Agreement whether with or by the Provider, or any of its employees, officers, directors, agents, or stockholders.

This Agreement may not be modified or amended except by the mutual written agreement of the Parties. Any purchase order issued by the COR3/P3 Authority will be for administrative purposes only and none of its terms and conditions will be of any force or effect against the Provider.

Each Party acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein, and that it has not relied upon any representations, warranties, promises, or inducements of any kind, whether oral or written, and from any source, other than those that are expressly contained within this Agreement. Each party acknowledges that it is entering into this Agreement for its own purposes and not for the benefit of any other third parties.

The terms of this Agreement have been the subject of specific negotiations by the Parties. However, each Party acknowledges that it is a sophisticated business or government entity and that in negotiating and entering into this Agreement it has had the opportunity to consult with counsel of its choosing.

Section 11.9 Interpretation

The headings in the sections and subsections of this Agreement are for convenience only. The phrase "and/or" in reference to its objects A or B means "either A, or B or both". The word "including" (and its grammatical variations) or the phrase "e.g." each mean "including, without limitation". References to "such as", "for example" and the like will be deemed to be followed by the term "without limitation".

The Parties acknowledge that certain provisions have been incorporated into this Agreement to comply with applicable laws, regulations, or official guidance, including but not limited to circular letters. Where such provisions were originally issued in Spanish and required to be included in this Agreement, they have been translated into English for convenience. In the event of any inconsistency or conflict between the translated English version and the original Spanish text as published in the applicable legal or regulatory document, the Spanish version shall prevail.

Section 11.10 Publicity

All advertising, press releases, public announcements and public disclosures (including, but not limited to, on social media sites such as Facebook, X (formerly known as Twitter), Instagram, TikTok, etc.) by either Party relating to this Agreement that includes (a) the other Party's name, trade names, trademarks, logos, service marks or trade dress (collectively, "Name") or (b) language from which the connection of such Name may be inferred or implied, will be coordinated with and subject to approval by both Parties prior to release, which approval shall not be unreasonably withheld or delayed by the other Party.

In complying with inquiries served by other government entities with the faculty to make such inquiries, COR3 may disclose public information and/or documentation

regarding this Agreement and the performance of the scope of services, among other information without requiring approval from the Provider.

Section 11.11 No Waiver

No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party against which it is sought to be enforced. The delay or failure by either Party to exercise or enforce any of its rights under this Agreement will not constitute or be deemed a waiver of that Party's right to thereafter enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right. If a Party waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy the Party may have under the Agreement.

Section 11.12 Force Majeure

Neither party shall be liable for any damages for delays or failure in performance under the Agreement caused by acts or conditions beyond its reasonable control, without its fault or negligence, which could not have reasonably been foreseen or prevented by reasonable precautions. Such acts or conditions (each a "Force Majeure" event) shall include, but not be limited to: acts of God or of the public enemy; civil war; insurrections or riots; acts of war; acts of government; acts of terrorism; fires; floods; storms; explosions; earthquakes or accidents; unusually severe weather; epidemics, pandemics, or public health restrictions; and other similar events, or any event referred to above preventing a subcontractor from performing its obligations under a subcontract.

In the event of a Force Majeure, (i) the party experiencing the Force Majeure shall exercise due diligence in endeavoring to overcome any Force Majeure impediments to its performance and shall provide prompt notice to the other party of the Force Majeure; and (ii) the time for performance shall be extended by a period equal to the delay caused by the Force Majeure and, if warranted, the fees payable to the Consultant shall be equitably adjusted.

Section 11.13 Non-Solicitation

During the term of the Agreement and for a period of twelve (12) months after its expiration or termination hereof, it is expressly agreed and understood that, without the prior written consent of the other Party, neither COR3/P3 Authority nor the Provider shall recruit, solicit, or hire the personnel assigned by, proposed to be assigned by, or employed by the other Party to provide services under this Agreement. In addition, the Provider shall not recruit, solicit, or hire personnel currently employed by any subrecipient participating in the recovery programs administered by COR3, unless prior written authorization is obtained from COR3; provided, however, that any such authorization shall only be granted in compliance with applicable ethical laws and restrictions.

Notwithstanding the above, this paragraph will not restrict the right of each Party to solicit or recruit generally through public media, provided that such actions do not involve direct contact with or targeted outreach to personnel of the other Party, or in the Provider's case, to personnel of any subrecipient.

Section 11.14 Reasonable Behavior

Each party will act in good faith in the performance of its respective responsibilities under the Agreement and will not unreasonably delay, condition, or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under the Agreement.

Section 11.15 Compliance with Applicable Laws

The Provider shall perform the Services and provide the Deliverables in compliance with all laws that pertain to the Provider's operation of its business, including all laws relating to the Provider's employment and compensation of the Provider personnel, accounting and financial reporting, and laws that regulate the Provider in its capacity as a provider of professional consulting and outsourcing services.

COR3 may instruct the Provider in writing as to the manner in which it desires the Provider to perform the Services or implement changes to the Services so as to permit COR3 to comply with laws applicable to COR3 (a "*COR3 Compliance Directive*"), and provided COR3 so instructs the Provider, the Provider shall use reasonable efforts to comply with such instructions, and shall be authorized to act and rely on, and shall implement, each *COR3 Compliance Directive* in the performance and delivery of the Services as agreed by the Parties as of the Effective Date.

Section 11.16 Task Assignment Discretion

Notwithstanding any provision to the contrary, the Parties acknowledge and agree that while all tasks assigned under this Agreement must be reasonably or logically linked to the scope of work described herein, COR3 retains the right, at its sole discretion, to assign specific tasks or portions of work to other COR3 Contractors under separate agreements with COR3, when such assignment is necessary to meet service needs, scheduling requirements, resource availability, or for any other operational reason. The exercise of this right shall not constitute a breach of this Agreement, nor shall it entitle the Provider to any claim, compensation, or expectation for work not assigned.

Section 11.17 Non-Exclusivity

Nothing in this Agreement shall be construed to create an exclusive relationship between the Parties. The Provider acknowledges and agrees that the COR3/P3 Authority may enter into agreements with other individuals or entities for the provision of services that are similar or identical to those provided by the Provider under this Agreement. Likewise, the Provider shall remain free to provide similar services to other clients, provided that such activities do not represent a conflict of interests, interfere with the Provider's obligations under this Agreement, or result in the unauthorized disclosure of any Confidential Information, as defined herein.

Section 11.18 Institutional Capacity, Technical Assistance, and Consultant Support

To enhance operational continuity, institutional knowledge, and COR3's ability to fulfill its technical assistance responsibilities, the Parties agree to the following provisions. These requirements establish expectations for Provider collaboration, staffing practices, and the implementation of structured training programs designed to strengthen internal capabilities and ensure effective support to subrecipients.

a. On-Site Managerial Presence: Upon request of the Executive Director of COR3, the Provider shall ensure the presence of managerial-level personnel on-site during normal business hours. These individuals must possess sufficient authority and subject matter expertise to make timely decisions and provide direction.

b. Professionalization of COR3 Personnel: The Provider shall engage directly with COR3 personnel in their respective area of expertise to promote knowledge transfer and informed decision-making. The objective is to empower COR3's institutional capacity to carry out its technical assistance responsibilities effectively and efficiently and minimize delays that risk project implementation and funding availability. Providers are expected to provide guidance that empowers COR3 staff to manage programmatic and operational matters and to ensure that subrecipients receive timely and high-quality support.

c. Training Requirements and Implementation: Upon the request of the Executive Director of COR3, the Provider shall develop and deliver training sessions in coordination with COR3, in accordance with the following principles:

    i. Training content shall be designed to support capacity building, with a particular focus on strengthening COR3's ability to manage and oversee subrecipients effectively. The objective is not to assume pre-existing knowledge but to actively promote skill development in key operational areas.
    ii. All training sessions shall be led by managerial-level personnel with substantial experience and demonstrated familiarity with the relevant programs and subrecipient projects.
    iii. Training must be accessible to all intended participants. To this end, the Provider shall ensure the availability of qualified Spanish-speaking personnel to deliver training content, when necessary, in order to overcome language barriers.
    iv. The Provider shall jointly collaborate with COR3 to establish consistent and effective communication strategies for the delivery of training.
    v. The Provider shall be responsible for implementing the agreed-upon training program in a coordinated, uniform, and collaborative manner.

Section 11.19 Organizational Strengthening and Operational Capacity

To ensure transparency, enhance efficiency, and improve collaboration across consulting teams and COR3 personnel, the Parties agree to engage in the following actions related to systems and coordination tools, whenever applicable and related to the provision of their services:

a. Unified Reporting System and Data Use: The Provider shall collaborate in the development or restructuring of a unified reporting system to support the standardization and consolidation of program data. This system must be designed to enable consistent usage across consulting teams and COR3 personnel.

b. Performance Metrics and Contract Oversight: The Provider agrees to support

the development and implementation of a contract management framework that incorporates performance metrics to track outcomes, ensure accountability, and promote continuous improvement. These metrics will be integrated into the broader system and oversight efforts described herein.

c. SOP Review and Consultant Participation: The Provider shall assist COR3 in the review and refinement of Standard Operating Procedures (SOPs). Where appropriate and allowable under the Scope of Work described herein, the Consultant shall offer recommendations for improvement, particularly in areas that impact grant compliance, project implementation, or program closeout.

d. Quarterly Inter-Contractor Meetings: To promote collaboration and early identification of compliance risks, the Provider shall participate in quarterly meetings convened by COR3 and attended by its various contractors. These meetings shall serve as a formal forum to promote inter-contractor collaboration, foster problem-solving and operational alignment across all consulting teams, with a particular focus on the proactive resolution of cross-cutting issues.

Section 11.20 Order of Precedence

In the event of any conflict between or among the provisions contained in the Agreement, the following order of precedence will govern: (i) the Agreement, exclusive of its Appendices; (ii) Task Orders; and (iii) the remaining Appendices to this Agreement (with COR3's RFP in **Appendix A** having the highest priority). Notwithstanding, in the event of a conflict or ambiguity between any term of this Agreement and the applicable Task Order, the terms of this Agreement shall prevail, unless and except to the extent the applicable Task Order explicitly notes the deviation from this Agreement, in which case the terms of such applicable Task Order will prevail only with respect to such provision.

Section 11.21 KPI Governance and Performance Management Requirements

The Provider shall comply with the KPI governance, performance standards, corrective action, cure, and enforcement provisions set forth in **Appendix H, KPI Governance and Performance Management Provisions**, attached hereto and made a part of this Agreement, as applicable to the services, deliverables, Task Orders, Work Plans, written directives, and assignments authorized by COR3 under this Agreement.

The performance targets, measurement methodology, reporting requirements, and applicable corrective actions may be further defined, adjusted, or supplemented through individual Task Orders, Work Plans, or written directives issued or approved by COR3, taking into consideration the nature, complexity, volume, urgency, and operational needs of the services requested.

ARTICLE XII
FEDERALLY REQUIRED CLAUSES

To the extent applicable, all transactions and work to be performed or subcontracted regarding this Agreement, shall be done in compliance with all the federal laws that may pertain the Provider's operation and its capacity as a provider, as attached hereto as **Appendix D** and made a part of this Agreement. Each and every

provision of law and clause required by federal law, regulation, executive order, policy, procedure, directive, Federal grant award or agreement, or cooperative agreement with any Federal agency to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein. If, through mistake or otherwise, any provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall be amended to make such insertion or correction.

The Provider acknowledges that FEMA, HUD, or other federal financial disaster funds may be used to fund this Agreement. The Provider shall comply with all applicable Federal and Government of Puerto Rico laws, regulations, executive orders, policies, procedures, and directives, including but not limited to all Federal Cost Principles set forth in 2 C.F.R. Part 200, and all applicable FEMA regulations in 44 C.F.R. Chapter I.

ARTICLE XIII
ELECTRONIC SIGNATURE

The Parties agree that this document may be signed electronically. The Parties agree that electronic signatures appearing on this document are as valid as if it were handwritten for purposes of validity, enforceability, consent, and admissibility.

These terms constitute the entire Agreement between the Parties with respect to this engagement, superseding all prior oral or written representations, understandings, or agreements related thereto. No modification or amendment to this Agreement shall be valid unless made in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the aforementioned date.

PUERTO RICO CENTRAL OFFICE FOR RECOVERY, RECONSTRUCTION AND RESILIENCY, a division within the PUERTO RICO PUBLIC PRIVATE PARTNERSHIPS AUTHORITY

_____
[NAME OF AUTHORIZED REPRESENTATIVE]
[TITLE]
Tax Id No.: 66-0735092

[PROVIDER]

_____
[NAME OF AUTHORIZED REPRESENTATIVE]
[TITLE]
Tax ID No.: **[PROVIDER'S TAX ID NUMBER]**

Appendix A
[See attached RFP, [IF APPLICABLE: as amended by Addendum No. X]]

Appendix B
[See attached Proposal]

Appendix C
[IF APPLICABLE: See attached Cost Proposal Form as amended by BAFO]

Appendix D
REQUIRED FEDERAL CONTRACT PROVISIONS

ARTICLE I
BREACH; TERMINATION & REMEDIES

Section 1.1 Unpaid Fees in case of Termination or Expiration of Agreement

Upon any termination or expiration of this Agreement, the Authority shall promptly pay the Contractor any accrued but unpaid fees hereunder incurred prior to the effective date of such termination or expiration, as the case may be, including services rendered at the request of the COR3 (and agreed to in writing by the Parties) in connection with any transition of responsibilities hereunder and shall reimburse the Contractor for any unreimbursed expenses that are reimbursable hereunder.

Section 1.2 Rights and Obligations

Upon any termination or expiration of this Agreement, the rights and obligations of the Parties shall terminate, except for the rights and obligations that shall survive the termination or expiration of this Agreement.

ARTICLE II
EQUAL EMPLOYMENT OPPORTUNITY ACT

Section 2.1 Equal Employment Opportunity

To the extent applicable, in the performance of this Agreement the Contractor agrees as follows:

a. The Contractor shall comply with all applicable federal and Commonwealth of Puerto Rico laws and regulations prohibiting discrimination in employment. No employee or applicant shall be discriminated against because of race, color, religion, sex, national origin, age, disability, protected veteran status, or any other characteristic protected by law.

b. The Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated during employment, in a manner consistent with these obligations. Such action shall include, but is not limited to, recruitment, hiring, promotion, compensation, benefits, training, and termination.

c. The Contractor shall post in conspicuous places, available to employees and applicants, notices describing these nondiscrimination requirements and shall include this clause in every subcontract or purchase order funded under this Agreement.

d. The Contractor certifies that it complies with all applicable federal anti-discrimination statutes and does not operate any program or policy in violation of those statutes, including but not limited to: Title VII of the Civil Rights Act, Section 503 of the Rehabilitation Act, The Age Discrimination in Employment Act of 1967, The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended or any other federal or local equal-employment law or regulation.

e. The Contractor shall cooperate fully with the contracting agency, COR3, and the federal awarding agency in ensuring compliance with these obligations and in any investigations or reviews concerning alleged violations.

f. Failure to comply with this clause may constitute grounds for termination of this Agreement, withholding of payments, or other remedies authorized by law or regulation.

ARTICLE III
COMPLIANCE WITH COPELAND AND ANTI-KICKBACK ACT

To the extent applicable, in the performance of this Agreement:

a. Contractor: The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts: The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach: A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE IV
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Section 4.1 Compliance with the Contract Work Hours and Safety Standards Act

To the extent applicable, in the performance of this Agreement:

a. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

b. *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the contractor and any subcontractor responsible shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the

clause set forth in paragraph (b)(1) of this section, in the sum of $32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

c. *Withholding for unpaid wages and liquidated damages*—

a. *Withholding Process*. COR3 may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds*. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
   i. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
   ii. A contracting agency for its reprocurement costs;
   iii. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
   iv. A contractor's assignee(s);
   v. A contractor's successor(s); or
   vi. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

d. *Subcontracts*. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

e. *Anti-retaliation*. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass or in any other manner discriminate against, or to cause any person to discharge, demote,

intimidate, threaten, restrain, coerce, blacklist, harass or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
d. Informing any other person about their rights under CWHSSA or this part."

f. Further Compliance with the Contract Work Hours and Safety Standards Act. To the extent applicable, and where this Agreement is subject to the Contract Work Hours and Safety Standards Act but not to other statutes identified in 29 C.F.R. § 5.1, the following provisions shall apply:
    a. The contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and Social Security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.
    b. Records to be maintained under this provision must be made available by the contractor or subcontractor for inspection, copying or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

Section 4.2 <u>Further Compliance with the Contract Work Hours and Safety Standards Act</u>

To the extent applicable, in the performance of this Agreement:

(a) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(b) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor,

and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

ARTICLE V
RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

If the FEMA award meets the definition of funding agreement and the COR3/P3 Authority enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then the COR3/P3 Authority must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

Therefore, to the extent applicable, in the performance of this 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 CFR 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 the awarding agency.

ARTICLE VI
CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Section 6.1 Clean Air Act

a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq**.**

b. The Contractor agrees to report each violation to COR3/P3 Authority and understands and agrees that COR3/P3 Authority will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, FEMA, HUD, or other Federal Program agencies, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Section 6.2 Federal Water Pollution Control Act

a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Contractor agrees to report each violation to COR3/P3 Authority and understands and agrees that COR3/P3 Authority will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, FEMA, HUD, or other Federal Program agencies, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

ARTICLE VII
INELIGIBILITY, SUSPENSIONS AND DEBARMENT

The debarment and suspension regulations restrict awards, subawards, contracts, and subcontracts with parties that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities. If applicable, a contract or subcontract must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM).

In general, an "excluded" party cannot receive a federal grant award or a contract considered to be a "covered transaction," which includes parties that receive federal funding indirectly such as subawards and subcontracts. The key to the exclusion is whether there is a covered transaction. A covered transaction is a nonprocurement transaction at either a primary or secondary tier. Specifically, a covered transaction includes the following contracts for goods or services under FEMA grant and cooperative agreement programs: (i) The contract is at least $25,000. (ii) The contract requires the approval of FEMA, regardless of amount. (iii) The contract is for federally required audit services. (iv) It is a subcontract for $25,000 or more.

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's 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. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower-tier transaction it enters into.

c. This certification is a material representation of fact relied upon by COR3/P3 Authority. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to COR3/P3 Authority, 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. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower-tier-covered transactions.

e. The Contractor certifies that, at the time of the execution of this Agreement, its principals and affiliates have not been debarred, suspended, or placed in

ineligibility status under the provisions of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000 (government debarment and suspension regulations).

f. The Contractor represents and warrants that it will not enter into any contracts or subcontracts with any individual or entity which has been debarred, suspended or deemed ineligible under those provisions. During the term of this Agreement, the Contractor will periodically review www.SAM.gov and local notices to verify the continued accuracy of this representation.

ARTICLE VIII
BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Section 8.1 Applicability

Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to COR3/P3 Authority who in turn will forward the certification(s) to the federal agency.

Section 8.2 Required Certification

If applicable, Contractor must sign and submit to COR3/P3 Authority the certification regarding lobbying, included as **Appendix F**.

ARTICLE IX
PROCUREMENT OF RECOVERED MATERIALS

The requirements of Section 6002 include 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 $10,000 or the value of the quantity acquired by 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.

Therefore, to the extent applicable:

a. In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   i. Competitively within a timeframe providing for compliance with the contract performance schedule;
   ii. Meeting contract performance requirements; or
   iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA designated

items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

ARTICLE X
PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders.

Prohibition on Contracting for Covered Telecommunications Equipment or Services

a. *Definitions*. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause—

b. *Prohibitions*.
(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
iv. Provide, as part of its performance of this contract, subcontract, or

other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

(1) This clause does not prohibit contractors from providing—

i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:
i. Are not used as a substantial or essential component of any system; and
ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Subcontractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunication equipment or services.

e. *Subcontracts.* The Contractor shall insert the substance of this clause

including this paragraph (e), in all subcontracts and other contractual instruments.

ARTICLE XI
DOMESTIC PREFERENCE FOR PROCUREMENTS

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

As applicable, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ARTICLE XII
BUILD AMERICA, BUY AMERICA ACT (BABAA)

To the extent applicable, Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act (BABAA) shall file the required certification to COR3/P3 Authority with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to FEMA

Moreover, to the extent applicable, contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the BABAA Pub. L. 11758 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.

ARTICLE XIII
ACCESS TO RECORDS AND RECORDS RETENTION

The Contractor agrees to:

a. Provide COR3/P3 Authority, the Government of Puerto Rico, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

b. Permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. Provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

d. Maintain all books, records, accounts and reports and all other records produced or collected in connection with this Agreement for a period of not less than six (6) years after the date of final payment and close-out of all pending matters related to this Agreement or the federally declared disasters. If any litigation, claim, or audit is reasonably anticipated to arise or is started before the expiration of the 6-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ARTICLE XIV
CONTRACTS UNDER A MAJOR DISASTER DECLARATION

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the COR3/P3 Authority and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

ARTICLE XV
PATRIOT ACT

To the extent applicable, the Consultant hereby notifies the COR3/P3 Authority that pursuant to the requirements of the USA PATRIOT Improvement and Reauthorization Act. Pub. L. No. 109-177 (Mar. 9, 2006) (the "Patriot Act"), it is required to obtain, verify, and record information that identifies the COR3/P3 Authority in a manner that satisfies the requirements of the Patriot Act. This notice is given in accordance with the requirements of the Patriot Act.

ARTICLE XVI
CONTRACT CHANGES OR MODIFICATIONS

The COR3/P3 Authority may, at any time, by written order, make changes in the Services or work to be performed within the general scope of this Agreement. If such changes cause an increase or decrease in the Consultant's cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made, and this Agreement shall be modified in writing accordingly. Provided, however, that no changes shall be made to the scope of the Services that would render the costs incurred in the performance of this Agreement unallowable or not allocable under, or outside the scope or not reasonable for the completion of, Federal grant awards from FEMA, the U.S. Department of Housing and Urban Development ("HUD") or any other U.S. Federal agency.

ARTICLE XVII
ENERGY EFFICIENCY

The Consultant agrees to comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the Government of Puerto Rico's energy conservation plan issued in compliance with this Act.

ARTICLE XVIII
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, the Consultant, or any other Party pertaining to any matter resulting from the Agreement.

ARTICLE XIX
MODIFICATIONS AND AMENDMENTS

No amendment to or modification or other alteration of the Agreement shall be valid or binding upon the parties unless made in writing, signed by the Parties and, if applicable, approved by COR3/P3 Authority.

ARTICLE XX
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Consultant shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

ARTICLE XXI
SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Consultant 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, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

ARTICLE XXII
SECTION 504 OF THE REHABILITATION ACT OF 1973

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

ARTICLE XXIII
AGE DISCRIMINATION ACT OF 1975

The Consultant 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.

ARTICLE XXIV
FAIR HOUSING ACT

The Consultant 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.

ARTICLE XXV
COMPLIANCE WITH LAWS, REGULATIONS, AND EXECUTIVE ORDERS

The Consultant acknowledges that FEMA, HUD, or other federal financial disaster funds may be used to fund all or a portion of this Agreement. The Consultant will comply with all applicable FEMA and other applicable federal and Government of Puerto Rico laws, regulations, executive orders, policies, procedures, and directives, including but not limited to all Federal Cost Principles set forth in 2 C.F.R. Part 200, and all applicable FEMA regulations in 44 C.F.R. Chapter I.

ARTICLE XXVI
PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by federal law, regulation, executive order, policy, procedure, directive, Federal grant award or agreement, or cooperative agreement with any Federal agency to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein. If, through mistake or otherwise, any provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall be amended to make such insertion or correction.

ARTICLE XXVII
DHS SEAL, LOGO AND FLAGS

The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

ARTICLE XXVIII
FEDERAL NON-DISCRIMINATION COMPLIANCE (EXECUTIVE ORDER)

To the extent applicable and in connection with the performance of work under this Agreement, the Consultant agrees as follows:

a. The Consultant represents, warrants, and agrees that, in the performance of this Agreement and any subcontract hereunder, it shall not engage in any practices that constitute discrimination based on race, ethnicity, sex, or any other protected characteristic, including but not limited to in recruitment, hiring, subcontracting, program participation, or the allocation of resources

(collectively, "Racially Discriminatory DEI Activities").

b. The Consultant shall furnish all information and reports as may be requested by COR3 and shall provide access to its books, records, and accounts, as required pursuant to the Executive Order of March 26, 2026 (Addressing DEI Discrimination by Federal Contractors), for purposes of ascertaining compliance with this clause.

c. In the event of the Consultant's or any subcontractor's noncompliance with this clause, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Consultant or subcontractor may be declared ineligible for further Government contracts.

d. The Consultant shall report any subcontractor's known or reasonably knowable conduct that may violate this clause to COR3 and take any appropriate remedial actions as directed by COR3.

e. The Consultant shall inform COR3 if a subcontractor sues the Consultant and the suit puts at issue, in any way, the validity of this clause.

f. The Consultant recognizes that compliance with the requirements of this clause is material to the Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code (False Claims Act).

ARTICLE XXIX
COPYRIGHT

To the extent applicable, and notwithstanding the provisions of Section 4.3 of this Agreement, the Provider acknowledges and agrees that any works or data produced under this Agreement with federal financial assistance shall be subject to the rights of the Federal Government under 2 C.F.R. § 200.315, including the royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use such works for federal purposes, and to authorize others to do so. The Provider shall ensure that any applicable intellectual property rights or licenses do not restrict COR3/P3 Authority's ability to comply with these federal requirements.

CERTIFICATION

It is expressly acknowledged by the Consultant that compliance with the foregoing clauses is an essential condition of this Agreement. Therefore, the undersigned certifies or affirms the truthfulness and accuracy of each statement. If they're found to be incorrect or noncompliant, COR3 shall have sufficient cause to terminate the Agreement immediately, without prior notice to the Contractor, unless the Contractor can cure any such matter in agreeable form for COR3.

_____
Consultant's Authorized Official Signature

_____
Name and Title of Consultant's Authorized Official

_____
Date

Appendix E
APPLICABLE LAWS OF PUERTO RICO

ARTICLE I
REGISTRATION AT THE OFFICE OF THE COMPTROLLER

Section 1.1 Registration

The COR3/P3 Authority shall submit this Agreement for registration at the Office of the Comptroller of Puerto Rico, in accordance with the provisions of Act No. 18 of October 30, 1975, as amended, and provide evidence of such filing to the Contractor. Such filing shall be made no later than fifteen (15) days from the date hereof.

Section 1.2 Provision of Services

The Parties agree that no performance of either Party's obligations hereunder may be required by the other Party until the Agreement has been signed by both Parties and submitted for registration as described above, and evidence of such registration shall be provided to the Contractor. Accordingly, the Contractor will not receive any payment for services rendered under the terms of this Agreement until the Agreement has been registered at the Office of the Comptroller of Puerto Rico.

ARTICLE II
PROFESSIONAL ETHICS RULES AND REGULATIONS

The Contractor's team members and subcontractors shall observe the precepts and principles of excellence and honesty that cover their profession, in addition to the ethical standards or rules of the Association or College of which they are members and that regulate their trade or profession in the relationship with their competitors as well as with the Government of Puerto Rico and its employees or officials. In the case of persons who are not members of an Association or College, or in the case of Associations and Colleges that do not have a code of ethics for the members thereof, they shall observe the general principles of ethical conduct that are deemed reasonable in their profession or trade.

In accordance with Act 2-2018, as amended, the Contractor acknowledges and accepts that, to the extent applicable, it is knowledgeable regarding the rules of ethics of its profession and assumes responsibility for its own actions.

The Contractor acknowledges and accepts that, to the extent applicable, it is knowledgeable regarding the rules of ethics of its profession and assumes responsibility for its own actions. The Contractor also acknowledges that providing its services pursuant to this Agreement it has the obligation to exhibit complete loyalty towards the COR3/P3 Authority, including having no adverse interest to this government entity. Adverse interest includes representing clients who have interest's contrary to the COR3/P3 Authority's. This duty includes the continued obligation to disclose to the COR3/P3 Authority, when permitted under the applicable rules of professional conduct, all circumstances of its relationships with clients and third persons adverse to the COR3/P3 Authority, and any interest which could influence the COR3/P3 Authority when executing the Agreement or while it is in effect.

The Contractor represents conflicting interests when, on behalf of one client it must support that which it is its duty to oppose to comply with its obligations with another previous, present, or potential client. Also, it represents conflicting interests

when its conduct is described as such in the standards of ethics applicable to its profession or industry, or in Puerto Rico's laws and regulations. The conduct herein described by one of its directors, partners or employees shall constitute a violation of this prohibition. The Contractor shall avoid even the appearance of the existence of conflicting interests.

ARTICLE III
WAIVER

If applicable, the Contractor shall request an authorization or waiver from Puerto Rico's Government Ethics Office, before the execution of this Agreement, in compliance with ethical provisions. Said authorization shall be part of the contract's file.

The Contractor certifies it is not required to obtain a dispensation or waiver in compliance with the applicable laws and regulations of the Government of Puerto Rico prior to or in connection with the execution of this Agreement.

ARTICLE IV
CONFLICT OF INTERESTS

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. The purpose of this prohibition is to ensure, at a minimum, that employees involved in the award and administration of contracts are free of undisclosed personal or organizational conflicts of interest—both in fact and appearance (2 C.F.R. § 200.318(c)(2).

A real conflict of interest arises when an employee, officer, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the aforementioned individuals, has a financial or other interest or a tangible personal benefit from a firm considered for a contract.

An apparent conflict of interest is an existing situation or relationship that creates the appearance that an employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

For purpose of this Agreement, the term "financial interest" can be considered to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from: (1) ownership of certain financial instruments or investments like stock, bonds, or real Estate; or (2) a salary, indebtedness, job offer, or similar interest that might be affected by the procurement.

a. Both Parties hereby declare that, to the best of their knowledge, as of the date hereof, no public officer or employee of the Government of Puerto Rico, or any of its agencies, instrumentalities, public corporations or municipalities or employee of the Legislative or Judicial branches of the Government has any direct or indirect financial interest in the present Agreement.

b. The Contractor certifies that, at the time of the execution of this Agreement, it is not involved in a conflict of interests, as defined in the *Puerto Rico Government Ethics Office Organic Act*, Act 1-2012, as amended ("Act 1-2012"), nor to its knowledge does it represent anyone in cases or matters which involve or could give rise to a conflict of interests or appearance of conflicts of interests with the COR3/P3 Authority. If such conflicting interests arise after the execution of this Agreement, the Contractor shall notify the COR3/P3 Authority immediately, to determine the actions needed to resolve such potential conflict.

c. The Contractor hereby certifies that it has not been convicted in Puerto Rico or United States Federal Court under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, for any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, as amended, known as the Puerto Rico Penal Code ("Act No. 146-2012"), any of the crimes typified in Act No. 2-2018, or any other felony that involves misuse of public funds or property, including, but not limited to, the crimes mentioned in Article 6.8 of Act No. 8-2017.

d. The Contractor has the obligation to report any acts that violate the provisions of the Act 2-2018, that constitute acts of corruption, or that have the elements of fraud, bribery, embezzlement or misappropriation of funds, and of which such person has personal knowledge, concerning a contract, business, or transaction between the government, and a contractor, goods and services provider or recipients of economic incentives.

e. The Contractor certifies that neither the Contractor, its partners, directors, executives, officers, employees and/or subcontractors receives salary or any kind of compensation for the delivery of regular services by appointment (or otherwise) in any agency, instrumentality, public corporation, or municipality of the Government of Puerto Rico.

ARTICLE V
REQUIRED CERTIFICATIONS

The Contractor will comply with all applicable laws, regulations, and executive orders that regulate the contracting process and requirements of the Government of Puerto Rico. Particularly, the Contractor must comply with all dispositions required to the issuing of the Certificate of Eligibility of the Sole Registry of Professional Services and/or for the Sole Registry of Bidders, whichever applies, as stated in Act 73-2019, as amended, known as the "*2019 General Services Administration Act for the Centralization of Purchases of the Government of Puerto Rico*" ("Act 73-2019"), and General Services Administration (GSA) Regulations 9301 and 9302.

Section 5.1 Sole Registry of Professional Services Providers

If applicable, the Contractor certifies that at the execution of this Agreement, it has submitted its Certification of Eligibility of the Sole Registry of Professional Services Providers (known in Spanish as "Certificado de Elegibilidad del Registro Único de Proveedores de Servicios Profesionales", and hereinafter referred to as the "RUP Certification"). Throughout RUP Certification, the Contractor complies with the following requirements and certifications, whichever applicable:

a. Requirements for Individuals

1. Resumé, diploma or evidence of being authorized to practice their profession, registered with the applicable Examining Board and be an association member, if applicable.

2. Sworn Statement pursuant to the provisions of Article 3.3 of the Code of Ethics established in Act 2-2018.

3. Compliance with the provisions of the Puerto Rico's Equal Pay Act.

4. Certification stating that their businesses are individual ("doing business as" or with the abbreviation "d/b/a") and their purposes: as well as the individuals authorized to sign offers, to appear in acquisition processes in the Government, and to sign contracts. The certification must contain the signatures of the respective authorized individuals.

5. Department of the Treasury:

    a. Certification of filing income tax returns in Puerto Rico (if required by applicable Law) with the Department of the Treasury for the five (5) years prior to signing the contract (SC-6088).
        i. If a tax return was not filed for any period, form SC-2781 must be submitted; Certification of Reasons for which the individual is not required by Law to file an individual income tax return. If it is stated that the "information is not available" for any period, a copy of the first page of the return stamped as received by the Department of the Treasury or a copy of the Confirmation Form of electronic filing must be submitted.

    b. Certification of No Debt from the Department of the Treasury (SC-6096).
        i. If the Contractor has an outstanding debt, it will need to provide evidence of compliance with a repayment plan. The Certification of No Debt may be replaced by the Sole Debt Certification issued pursuant to the provisions of Act 85-2009, known as the *Electronic Certificates and Supporting Documents Act*, with no more than thirty (30) days from issuance.

    c. Merchant Registration Certification

        i. In the case of a Withholding Agent, the Contractor must present: Certification of Filing of Sales and Use Tax Returns.

6. Municipal Revenue Collection Center (CRIM, for its Spanish acronym):

    a. Certification of All Items of, which may be substituted by the Sole Debt Certification issued pursuant to the provisions of Act 85-2009.

    b. Other CRIM certifications, depending on the type of property owned:

        i. If the Contractor owns movable and immovable property shall present the Certification of filing of Movable Property Tax Return for the last five (5) tax periods.

ii. If the Contractor does not own movable property but owns immovable property shall present a Sworn Statement or Negative Certification of movable property.
iii. If the Contractor does not own immovable property but owns movable property shall present the Certification of filing of Movable Property Tax Return for the last five (5) tax periods.
iv. If the Contractor does not own movable or immovable property shall present the Certification of No Record of Movable or Immovable Property.

7. Department of Puerto Rico Labor and Human Resources:

   a. Certification of Registration as Employer and Debt for Unemployment Insurance and Disability Insurance from the Department of Puerto Rico Labor and Human Resources.

   b. Certification of Registration as Employer and of Debt for Driver's Social Security.

8. Certificate of Policy from Puerto Rico's State Insurance Corporation (CFSE).

9. Certification of No Record of Child Support Case or Certification of Account Statement from the Child Support Administration (ASUME, for its Spanish acronym).

b. Requirement for Legal Persons

In addition to the certifications abovementioned as required to individuals, Contractors who are legal persons shall comply with the following certifications as part of the RUP Certification requirements:

1. Corporate Resolution

2. Puerto Rico Department of State:

   a. Certificate of incorporation/Organization

   b. Certificate of Good Standing issued as proof that it has complied with the applicable annual corporation report filing obligations.

c. Requirements for Foreign Legal Persons

In addition to the certifications abovementioned as required to legal persons, except for the Certification of filing income tax returns in Puerto Rico, Contractors who are foreign legal persons shall also comply with the Puerto Rico Department of State certification regarding the Authorization to do business in Puerto Rico.

Section 5.2 <u>Sole Registry of Bidders</u>

If applicable, the Contractor represents that at the execution of this Agreement, it has submitted its Certification of Eligibility of the Sole Registry of Bidders (known in Spanish as "Certificado de Elegibilidad del Registro Único de Licitadores" and

hereinafter referred to as the "RUL Certification"). Throughout RUL Certification the Contractor, natural or judicial person, complies with the following requirements and certifications, whichever applicable:

a. Certificate of incorporation or equivalent, as proof of its authorization to do business in Puerto Rico.
b. Notarized corporate resolution authorizing Contractor's representative to execute the Agreement on behalf of the entity.
c. Sworn statement before notary public required pursuant to Article 3.3 of Act No. 2-2018.
d. Compliance with the provisions of the Puerto Rico's Equal Pay Act.
e. Certification of All Items as issued by CRIM.
f. Certification of filing income tax returns in Puerto Rico (if required by applicable Law) with the Department of the Treasury for the five (5) years prior to signing the contract.
g. Certification of No Debt issued by Puerto Rico Department of the Treasury.
h. Merchant Registration Certification.
i. Certification of No Debt from CFSE.
j. Certificate of Policy from CFSE.
k. Certificate of Good Standing issued by the Puerto Rico Department of State in compliance with Act 164-2009, known as "*Puerto Rico General Corporations Act*".
l. Certification of No Debt of Child Support Case or Certification of Account Statement issued by ASUME.
m. Certification of No Debt of Driver's Insurance issued by Department of Labor and Human Resources.
n. Certification of Registration as Employer and Debt for Unemployment Insurance and Disability Insurance from the Department of Puerto Rico Labor and Human Resources.

Section 5.3 Evidence of Certificate of Eligibility

It is expressly acknowledged by the Parties that the RUP/RUL Certification is an essential condition of this Agreement, and if this certification is incorrect, COR3 shall have sufficient cause to terminate the Agreement immediately, without prior notice to the Contractor, unless any such matter can be cured by the Contractor.

During the performance of this Agreement the Contractor shall maintain current the applicable RUP/RUL Certification issued by GSA, which serves as evidence of compliance with the documentation requirements necessary for contracting with the Government of Puerto Rico.

The Contractor certifies that at the execution of this Agreement, it has submitted its RUL/RUP Certification of Eligibility, or it shall be submitted to COR3 no later than fifteen (15) days from the date hereof.

Section 5.4 Certification of Compliance

The Contractor hereby certifies compliance and guarantees, acknowledges, and agrees to provide COR3/P3 Authority evidence of compliance with the following requirements:

a. Filing income tax returns in Puerto Rico (if required by applicable Law) for the five (5) years prior to signing the contract.

b. Has no outstanding debt regarding income taxes, or:
    i. If the Contractor has an outstanding debt with the Department of Treasury, have provided evidence of compliance with a repayment plan.
    ii. If the Contractor has tax debt and fails to comply with the payment plan agreed upon with the Puerto Rico Department of the Treasury, the Contractor undertakes to cancel said debt by withholding it from the payments it is entitled to receive under this Agreement.
    iii. If the Contractor has a debt, agrees with the same and has not agreed to a payment plan with the Department of Treasury, the Contractor agrees to cancel said debt by means of withholding by the contracting entity.
    iv. If the Contractor has a debt with any entity and has not clarified its tax situation, the Authority will not be able to formalize the contract until the Contractor has evidence that it has clarified the debt.

c. Has no record or outstanding debt regarding child support cases at ASUME.

d. Is in compliance with Act No. 168-2000, as amended, known as the "*Act for the Improvement of Family Assistance and for the Support of the Elderly*".

    i. In the event the Contractor is under a court or administrative order directing it to provide financial support or to fulfill any obligation under the mentioned Act, the Contractor further certifies and warrants that it is in compliance with said obligations.
    ii. It is expressly acknowledged that this certification is an essential condition of this Agreement. If the certification is not correct in its entirety or in any of its parts, it shall constitute sufficient cause for the COR3/P3 Authority to terminate the Agreement immediately, without prior notice to the Consultant.

e. The Contractor certifies and warrants that will comply with all provisions of Code of Ethics for Contractors of Act 2-2018.

f. The Contractor acknowledges the proprietary and confidential nature of all internal, non-public, information systems, financial, and business information relating to the COR3, as well as to the Government of Puerto Rico, its agencies, corporations or municipalities, which shall be considered to be *Confidential Information* of the COR3. The Contractor certifies and warrants that will comply with applicable legal protections regarding confidentiality of COR3's information.

g. Except for the personnel or subcontractors identified in the Proposal, the Contractor shall not subcontract the services under this Agreement, or contract third-party experts or other persons to render the Services in this Agreement, without a prior written authorization from COR3.

h. If the services under of this Agreement will be subcontracted, the Contractor shall be responsible for providing to COR3/P3 Authority with the certifications required for COR3's contractors from any professional

or technical consultant subcontracted by the Contractor and authorized by COR3/P3 Authority that dedicates twenty-five percent (25%) or more of their time to provide advisory services related to the Agreement. Notwithstanding anything herein to the contrary, the Contractor shall have the right to rely conclusively on the aforementioned certifications from government agencies in making the representations in this Clause.

i. The Contractor hereby certifies, guarantees, acknowledges, and agrees to provide COR3/P3 Authority, the Government of Puerto Rico, or any of their authorized representatives access to any books, documents, papers, and records which are directly pertinent to this contract without cost for the Government of Puerto Rico without cost for the governmental entity.

j. The Contractor has its Certificate of Insurance Policy issued by CFSE as required by Act 45 of April 18, 1935, known as the Workers Compensation Act, as amended.

ARTICLE VI
FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO

All contracts or series of related contracts, inclusive of any amendments, modifications, or extensions, with an aggregate expected value of $10 million or more, including any professional advisory or personal services contracts, purchase orders, grants, sub-grants, and tax abatement or similar tax relief agreements, must be submitted to the Financial Oversight and Management Board for Puerto Rico's (FOMB) for review and approval prior to execution.

The Parties acknowledge that the Contractor has submitted the certification entitled "*Contractor Certification Requirement*" required in accordance with the *Policy for Review of Contracts* of the Financial Oversight and Management Board for Puerto Rico, signed under penalty of perjury by the Executive Director of the Contractor (or the highest-ranking equivalent officer) and Joint Circular Letter OSG-2025-002/OGP-006-2025. A signed copy of the "*Contractor Certification Requirement*" is included as **Appendix G** of this Agreement.

ARTICLE VII
REQUIREMENTS FOR PROFESSIONAL SERVICES AGREEMENTS OF $250,000 OR MORE PER FISCAL YEAR

Section 7.1 Compliance with Administrative Bulletin No. OE-2021-029

The Parties hereby acknowledge the requirements and procedures set forth in Administrative Bulletin No. OE-2021-029 issued by the Governor of Puerto Rico, Hon. Pedro R. Pierluisi, on April 27, 2021 ("OE-2021-29") and Circular Letter No. 013-2021 issued on June 7, 2021, by the Office of Management and Budget ("CC 013-2021"), applicable to professional services agreements with a maximum amount of $250,000 or more per fiscal year.

Section 7.2 Procurement Process

The COR3/P3 Authority certifies that the Contractor was selected as provider of the professional services described in this Agreement in compliance with the provisions of Executive Order 2021-029 and Circular Letter No. 013-2021 issued June 7,

2021, by the Puerto Rico's Office of Management and Budget. In addition, both Parties certify that they have read the dispositions of such Executive Order and that all contracting covered thereof that does not follow the process and requirements there established will be rescinded.

Section 7.3 Contractual Relationships

In accordance with Executive Order 2021-029, Circular Letter No. 013-2021 issued June 7, 2021, by the Puerto Rico Office of Management and Budget (OMB), and Joint Circular Letter No. OSG-2025-002/OGP-006-2025, issued on June 12, 2025, by the Office of the Governor of Puerto Rico's Chief of Staff and the OMB, the Consultant has certified and disclosed all current contractual relationships with entities of the Government of Puerto Rico. This includes, but is not limited to, agencies, instrumentalities, public corporations, and municipalities. The Consultant further acknowledges and agrees that failure to disclose any such governmental contractual relationship may result in the rescission of this Agreement, should the COR3/P3 Authority so require.

Moreover, in the interest of full transparency and to uphold the integrity of this engagement, the Consultant has also disclosed its contractual relationships with private nonprofit organizations, particularly in recognition of the potential for such entities to serve as COR3 subrecipients.

The Consultant further agrees to promptly notify the COR3/P3 Authority in writing of any new, modified, or terminated engagements with any of the entities identified above throughout the term of this Agreement. Such notice shall include a copy of the relevant amendment or documentation reflecting the change, if applicable. Failure to provide the initial disclosure or to provide timely updates within fifteen (15) calendar days of any change may constitute a material breach of this Agreement and may result in its rescission if deemed necessary by the COR3/P3 Authority.

Section 7.4 Shares

The Contractor certifies that it is not a public corporation, and the Contractor's shares are not traded on a duly regulated stock exchange; as such, the Contractor will submit the "Certification of Legal Entity" in accordance with Executive Order 2021-029 and Circular Letter No. 013-2021 issued June 7, 2021, by OMB.

ARTICLE VIII
PROVISIONS APPLICABLE TO TECHNOLOGY CONTRACTS

To the extent applicable to the Services provided under this Agreement, pursuant to AO-2023-001, in technology contracts related to applications or developments, and in other contracts covered by AO-2023-001, the following provisions shall be observed: (i) the development and implementation of any application or software must be fully documented by the Provider for the benefit of the COR3/P3 Authority and/or the Government using standard or commonly used development and documentation methodologies; (ii) the source codes of the programs developed, that are not proprietary to the Provider (whether or not contractually agreed), shall be delivered to PRITS in electronic format on in a version control system, such as a Github, DevOps provided by the agency; (iii) the Parties certify that any design, model or product derived from the Agreement shall be considered the intellectual property of the COR3/P3 Authority and/or the Government,

who shall have absolute right to such intellectual property at its sole discretion, without any additional licensing costs being imposed on the COR3/P3 Authority and/or the Government for the code or the development, if any; (iv) the applications or software development is work for hire, and the COR3/P3 Authority and/or the Government are the owner of the right(s) and documentation related to such applications or software, unless otherwise authorized by PRITS; (v) during the implementation phase of the application or software, the Provider will provide training to the pertinent personnel of the COR3/P3 Authority to ensure the adequate transfer of knowledge; (vi) if applicable, the COR3/P3 Authority will establish, in coordination with PRITS, the plan that will contain the maintenance methodology and/or software updates to ensure availability, continuity and integrity of the solution once put into production; this plan will be sent to PRITS; (vii) the COR3/P3 Authority and the Provider shall ensure that the COR3/P3 Authority has complete and up-to-date documentation of the application or software in production at all times; (viii) no information or development shall remain in the custody of any third party, and shall remain under the control and custody of the COR3/P3 Authority and/or the Government on its servers or cloud, as PRITS may determine; (ix) all cloud services must be contracted directly through PRITS; hosting or data storage services on third-party servers, whether by contract or independent service, is prohibited; (x) where applicable, the Parties agree to comply with and be bound by the provisions of AO-2023-001 issued by PRITS.

Furthermore, as required by AO 2023-001, the Provider consents and agrees that PRITS may contact them and request any and all information related to the goods and/or services provided to the Government of Puerto Rico, without the intervention or consent of the COR3/P3 Authority. The Provider also certifies that in no way will this engagement affect and/or adversely influence current contractual commitments with other dependencies of the Government of Puerto Rico, if any. The Provider specifically represents that this Agreement will in no way negatively impact other obligations of the Providers, its affiliates, subsidiaries and/or related entities, towards the Government of Puerto Rico. Said adverse impact includes, but is not limited to, price, rate, execution time, duplication of goods or services provided to the Government of Puerto Rico. At any time that the Provider notices such a possible adverse impact, the Provider will be obliged to notify the COR3/P3 Authority of such situation, the COR3/P3 Authority in turn is authorized to contact the component of the Government of Puerto Rico related to the adverse situation to discuss a solution, which may include that the Agreement remains unchanged, is amended, or is terminated, with the Provider remaining responsible for any impairment suffered by the Government of Puerto Rico if, due to its negligence or non-compliance, it allowed the adverse situation to materialize. The Provider proactively agrees not to enter into any additional contracting or purchase order with the Government of Puerto Rico, if it can reasonably foresee that it does not have the capacity to assume a new engagement or purchase order without adversely affecting the obligations assumed by the Provider through this Agreement.

To the extent applicable to the Services provided under this Agreement, pursuant to AO-2023-001, in cloud technology contracts, as defined by AO-2023-001, the following provisions shall be observed: (i) The use of Cloud Technologies must comply with all applicable state and federal privacy and confidentiality laws and regulations. The agency acquiring Cloud Technologies services will be responsible for ensuring that the roles and responsibilities related to data management and data privacy and confidentiality are clearly and adequately defined in the Cloud Technologies provider's service agreement; (ii) the COR3/P3 Authority shall determine the rationale or justification for using a Cloud Technologies model, which may include, but is not limited to: greater efficiency or effectiveness in delivering a technology

service; the need for a specific Cloud Technologies attribute (e.g. elasticity, scalability, utilization-based model); the need to deploy a technology service in a short period of time; the need to deploy new or improved contingency mechanisms, disaster recovery, or business continuity strategies; or as a strategy to establish development, testing, quality control, or other environments consistent with best practices in the software development cycle; (iii) the COR3/P3 Authority must be clear about all costs associated with the life cycle of the Cloud Technologies solution, not just the implementation; (iv) service level agreements must be established, which establish the response levels of suppliers in any incident; and (v) the COR3/P3 Authority must have a migration plan in case it has to change the Cloud Technology solution provider or wishes to bring the solution to the agency's technological infrastructure. This seeks to reduce and avoid being tied to a single provider or type of technology by guaranteeing entry and exit from the cloud.

Lastly, to the extent applicable to the Services provided under this Agreement, pursuant to AO-2023-001, in technology contracts related to applications or developments, and in other contracts covered by AO-2023-001, the Parties mutually represent to each other that they have faithfully and absolutely complied with Act 75-2019 and its regulations as promulgated by the PRITS and in effect at the time of this contracting and/or purchase. Likewise, the Parties represent and acknowledge that they are aware that non-compliance with Act 75-2019 and its regulations may cause the transaction agreed herein to be deemed void *ab initio*, with all the consequences thereof, including, but not limited to, the absence of legal standing on the part of the Provider to demand the compensation agreed upon in the absence of a contract perfected in compliance with Act 75-2019 and its applicable regulations.

ARTICLE IX
ADDITIONAL PROVISIONS

The Contractor hereby certifies, guarantees, acknowledges, and agrees to the following:

a. If legally required and specifically applicable to Contractor, in compliance with the dispositions of Act No. 14-2004, known as the "Investment Act for the Puerto Rican Industry", the Contractor shall use articles extracted, produced, assembled, packaged or distributed by companies with operations in Puerto Rico or distributed by agents established in Puerto Rico while rendering the Services, provided such articles are available.

b. If legally required and specifically applicable, the Contractor acknowledges and certifies that all documents, certifications, circumstances, representations, warranties, and information required by Act No. 237-2004, as amended, and the Puerto Rico Department of Treasury Circular Letter 1300-16-16 were submitted to COR3/P3 Authority prior to the formalization of the Agreement, as a requirement for government contracting.

c. The Contractor recognizes that the obligation to inform COR3/ P3 Authority about any changes regarding said documents, certifications, circumstances, representations, warranties, and information is an obligation that remains throughout the term of the Agreement including its amendments.

d. The Contractor acknowledges that if requested by COR3/P3 Authority, the Contractor must provide the certifications that validate the above. The

Contractor's failure to comply with this obligation shall be sufficient cause for the Authority to render this Agreement null and void and to require that the Contractor reimburse to the Authority all moneys received under this Agreement.

e. In accordance with Section 8 of Act No. 147 of June 18, 1980, as amended, known as the "Management and Budget Office Organic Act", which limits expenditures of budgetary appropriations during the year when general elections are held, and Circular Letter No. 93-11 issued on October 25, 2011 by OMB, any new officer appointed as the COR3/P3 Authority's Executive Director, or an authorized representative of the COR3/P3 Authority, may determine to cancel this Agreement immediately, at any time and without cause.

f. The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by COR3/P3 Authority.

g. The Contractor certifies that it has received a copy of and agrees to comply with Act No. 2-2018, known as the Anti-Corruption Code for the New Puerto Rico ("Act No. 2-2018"), and with the Puerto Rico Government Ethics Law of 2011, Act No. 1-2012, as amended ("Act No. 1-2012").

h. The Contractor certifies that it agrees to comply with Section 3.2, Ethical Obligations and Responsibilities, in its entirety of Act No. 2-2018.

i. The Contractor certifies that shall collaborate with any investigation initiated by the government on business transactions, execution of contracts, or granting of government incentives to which it was a party or from which it benefited directly or indirectly.

j. The Contractor certifies that it has disclosed all the information needed for COR3/P3 Authority to evaluate in detail any transactions or applications submitted and make correct and informed determinations.

CERTIFICATION

It is expressly acknowledged by the Consultant that compliance with the foregoing clauses is an essential condition of this Agreement. Therefore, the undersigned certifies or affirms the truthfulness and accuracy of each statement. If they're found to be incorrect or noncompliant, COR3 shall have sufficient cause to terminate the Agreement immediately, without prior notice to the Contractor, unless the Contractor can cure any such matter in agreeable form for COR3.

_____
Consultant's Authorized Official Signature

_____
Name and Title of Consultant's Authorized Official

_____
Date

Appendix F
[Certification Regarding Lobbying]

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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 Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned 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.C. 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, **[PROVIDER]**, 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 provision of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

Appendix G
[See attached Contractor Certification Requirement]

[IF APPLICABLE]
Appendix H
KPI GOVERNANCE AND PERFORMANCE MANAGEMENT PROVISIONS

I. APPLICABILITY OF KPIS

The Key Performance Indicators (KPIs) outlined in this Appendix shall apply only to the tasks and responsibilities formally assigned to the Contractor under this Agreement. KPI measurement, reporting, and performance evaluation will be limited to the specific work areas, deliverables, and functions delegated to the Contractor through task orders, work plans, or written directives issued by COR3. Contractors will not be assessed on KPIs related to activities that were not assigned, authorized, or within the scope of their contracted duties.

These KPIs are intended to measure performance, efficiency, compliance, and quality across all assigned tasks.

[INSERT APPLICABLE KEY PERFORMANCE INDICATORS (KPIs), INCLUDING PERFORMANCE TARGETS, MEASUREMENT CRITERIA, AND REPORTING REQUIREMENTS, AS ESTABLISHED BY COR3 FOR SERVICES RENDERED UNDER THIS AGREEMENT.]

II. PERFORMANCE MANAGEMENT PROVISIONS

ARTICLE I
KPI GOVERNANCE

The performance targets, measurement methodology, reporting requirements, and applicable corrective actions may be further defined, adjusted, or supplemented through individual Task Orders, Work Plans, or written directives issued or approved by COR3, taking into consideration the nature, complexity, volume, and urgency of the services requested. Consultant performance evaluations shall be conducted based on the specific assignments and deliverables formally authorized by COR3.

Any Task Order, Work Plan, or written directive issued or approved by COR3 shall be consistent with the scope, term, compensation, hourly rates, and *Not to Exceed Amount* of this Agreement, unless otherwise authorized through a written amendment executed by the Parties.

ARTICLE II
PERFORMANCE STANDARDS AND KPI COMPLIANCE

The Consultant shall perform all services in accordance with the Key Performance Indicators ("KPIs"), Service Level Expectations, Work Plans, Task Orders, written directives, deliverable schedules, quality requirements, and other performance standards established or approved by COR3. Failure to achieve the applicable performance standards may constitute a performance deficiency and may result in corrective actions, withholding of work assignments, reduction in scope, suspension of services, or contractual remedies as provided in this Agreement.

ARTICLE III
CORRECTIVE ACTION PLAN REQUIREMENT

If the Consultant fails to meet any KPI, performance standard, deliverable schedule, or quality requirement, COR3 may require the submission of a written

Corrective Action Plan ("CAP") within five (5) business days. The CAP shall identify the root cause of the deficiency, corrective measures, responsible personnel, and implementation timeline. Failure to submit or implement an acceptable CAP may constitute a material breach of the Agreement.

ARTICLE IV
CURE PERIOD

Upon identification of a performance deficiency, COR3 may issue a written Notice of Deficiency. The Consultant shall have fifteen (15) calendar days, or such other period specified by COR3, to cure the deficiency. Failure to cure the deficiency within the prescribed period may result in the exercise of any contractual remedy available to COR3. Nothing herein shall limit COR3/P3 Authority's right to terminate this Agreement immediately, without prior notice, where such termination is otherwise authorized under this Agreement or applicable law.

ARTICLE V
WITHHOLDING OF NEW TASK ORDERS

COR3 reserves the right to suspend, delay, reduce, or withhold the issuance of additional Task Orders, Work Plans, written directives, or other work assignments until identified performance deficiencies have been satisfactorily resolved.

ARTICLE VI
INVOICE HOLDBACK

COR3 may withhold a reasonable portion of invoice payments associated with deficient work products, in accordance with Sections 5.5 and 5.6 of this Agreement, until the Consultant satisfactorily corrects the identified deficiencies. Any undisputed portion of an invoice not associated with deficient work products shall be processed in accordance with this Agreement.

ARTICLE VII
REWORK AT CONSULTANT'S EXPENSE

Any deliverable rejected due to errors, omissions, non-compliance, inadequate documentation, or failure to meet contractual requirements attributable to the Consultant shall be corrected by the Consultant at no additional cost to COR3.

ARTICLE VIII
MATERIAL BREACH

Repeated failure to meet KPI requirements, persistent non-compliance with Task Order, Work Plan, written directive, or other contractual requirements, repeated submission of deficient work products, or failure to implement corrective actions shall constitute a material breach of the Agreement.

ARTICLE IX
TERMINATION FOR CAUSE

Without limiting any other termination rights available to COR3/P3 Authority under the Agreement or applicable law, COR3 may terminate the Agreement, in whole or in part, for cause upon written notice if the Consultant: (i) fails to perform services in accordance with contractual requirements; (ii) fails to maintain required

performance standards; (iii) fails to cure identified deficiencies within the established cure period; (iv) repeatedly fails to meet KPI requirements; or (v) engages in conduct that jeopardizes COR3's compliance with federal or state requirements.

CERTIFICATION

It is expressly acknowledged by the Consultant that compliance with the foregoing clauses is an essential condition of this Agreement. Therefore, the undersigned certifies or affirms the truthfulness and accuracy of each statement. If they're found to be incorrect or noncompliant, COR3 shall have sufficient cause to terminate the Agreement immediately, without prior notice to the Contractor, unless the Contractor can cure any such matter in agreeable form for COR3.

_____
Consultant's Authorized Official Signature

_____
Name and Title of Consultant's Authorized Official

_____
Date

ATTACHMENT H
INVOICE TEMPLATE[4]

Disaster	Invoice	Task Order	Program	Applicant	FEMA Project/PW	Title on Task Order Assignment Email	Name	Role	Role Level (if any)	Location	TO Description	Date	Total Hours	Rate	Total Amount	Description of Work (detailed task performed, meeting notes and attendees, time of meeting)

[4] Invoices must be submitted in Excel Format.