



**RFP 2018-006**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**DISASTER RECOVERY PUBLIC HOUSING MISSION**  
**OPTIMIZATION AND PROGRAM MANAGEMENT SERVICES**  
**AFTER HURRICANES IRMA AND MARIA**

Issued by the Central Recovery and Reconstruction Office of Puerto Rico  
as a division within  
the Puerto Rico Public-Private Partnerships Authority

Date Initial RFP Issued: February 23, 2018  
Proposals Due Date: March 9, 2018 at 5:00 p.m. AST

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## **1.0 Purpose and Intent**

This request for proposals (RFP) is issued by the Government of Puerto Rico (Government) through the Central Recovery and Reconstruction Office of Puerto Rico (CRRO), a division within the Puerto Rico Public-Private Partnerships Authority (Authority). The purpose of this RFP is to solicit proposals from interested qualified firms which can provide Disaster Recovery Public Housing Mission Optimization and Program Management Services in connection to the aftermath of Hurricanes Irma and Maria.

The intent of this RFP is to award one contract for disaster recovery public housing mission optimization and program management services to assist in Puerto Rico's recovery efforts and execution of needed projects in accordance to Federal and Government requirements in connection with appropriated disaster assistance funding related to DR-4336 and DR-4339. The CRRO and the Authority reserve the right to grant more than one contract and/or select more than one qualified proponent or bidder. Award of contract will be to those qualified firms whose proposal, conforming to this RFP, is most advantageous to the Government, the price and other factors will also be considered therein. Section 2.0 of this RFP has a detailed description of the scope of services.

It is the Government's intent to ensure that all work performed, pursuant to this RFP, is eligible for United States Department of Housing and Urban Development (HUD) and United States Federal Emergency Management Agency (FEMA) Public Assistance grant funding and performed in accordance with HUD, FEMA and other applicable Federal and State regulations, policies and guidance including, but not limited to, Davis-Bacon Act (40 U.S.C. 276a to 276a-7) and Clean Air Act (42 U.S.C. 1857 (h)). Qualified firms shall possess all required Federal and Government licensing. This in particular may include, without limitation, the programs known as FEMA Public Assistance, FEMA Hazard Mitigation Grant Program, HUD Community Development Block Grant Program, HUD Community Development Block Grant Program—Disaster Relief, HHS Social Services Block Grant Program, DOT, FHA, FTA, FAA Grant Programs, Department of the Interior Grant Programs, USDA Emergency Watershed Protection Program, USDA Emergency Forest Restoration Program, among others.

## **1.1 Background**

During the month of September 2017, Hurricanes Irma and Maria delivered devastating blows to Puerto Rico, resulting in the largest and most complex disaster response and recovery effort in U.S. history. Hurricane Irma (Irma) skirted the northern coast of the Island from September 6-7, 2017 as a Category 5 storm, causing significant flooding, regional power and water outages, and other impacts to the Island's infrastructure. Exactly thirteen days later and before Irma's response operations had even concluded, Hurricane Maria (Maria) slammed into Puerto Rico on September 20, making a direct strike as a strong Category 4 storm and causing widespread devastation and destruction the likes of which Puerto Rico has never seen.

Maria represented a “worst case scenario” for Puerto Rico, tracking east-to-west across the Island and leaving a path of destruction. Within a matter of hours, 100% of Puerto Rico’s population, economy, critical infrastructure, social service network, healthcare system, and even the Government became casualties of the storm. As such, Maria caused massive infrastructure and property damage and loss of life.

On September 5th and 17th, 2017, Governor Ricardo A. Rossello requested separate Federal declarations of emergency and disaster for Puerto Rico related to the impacts of Irma and Maria. Subsequently, President Donald J. Trump (President) approved Puerto Rico’s Emergency Declaration (EM-3384) and Major Disaster Declaration (DR-4336) related to the impact of Irma, and Emergency Declaration (EM-3391) and Major Disaster Declaration (DR-4339) associated to the impact of Maria.

The President’s action qualifies Puerto Rico for Federal disaster assistance funds. Disaster assistance can include but is not limited to: HUD Community Development Block Grant Funding-Disaster Relief (CBDG-DR) and FEMA Public Assistance, Individual Assistance and Hazard Mitigation Grant Program funds, as well as other federal disaster assistance programs. The Puerto Rico’s Office of Emergency and Disaster Management (PROEDM), in cooperation with other Government Entities, executed the initial response efforts and coordination immediately following Irma and Maria.

On October 26, 2017, the President signed into law H.R. 2266, the “Additional Supplemental Appropriations for Disaster Relief Requirements Act 2017,” which provides \$36.5 billion in FY2018 emergency supplemental appropriations to FEMA, the Department of Agriculture (USDA), and the Department of the Interior, which includes certain relief and recovery funds for Puerto Rico in connection to hurricanes Irma and Maria.

On November 13, 2017, Governor Rossello’s Administration submitted to the President and U.S. Congress its “Build Back Better Puerto Rico” report, which calls for Congress to provide \$30 billion within the FEMA Disaster Relief Fund to recover critical infrastructure; \$46 billion to restore housing and economic viability through the Community Development Block Grant - Disaster Recovery (CDBG-DR) program; and \$17.9 billion in other Federal grant programs for long term recovery with the intent to reconstruct a stronger, more resilient Puerto Rico.

In addition, Puerto Rico has requested Congressional authorization of 100% funding for Stafford Act Programs. According to the Build Back Better Puerto Rico report “[w]ith the required use of the Section 428 of the Stafford Act for Permanent Work under FEMA, the overall Public Assistance funding will be capped to the mutually agreed upon estimates. Furthermore, Puerto Rico has also indicated that additional funding will be needed through the Community Disaster Loan Program (CDL) to overcome the liquidity needs of the Government of Puerto Rico”.

As the Government continues to move into the recovery phase in the aftermath of the storms, it seeks specialized services designed to support all facets of intermediate and long-term recovery efforts. These efforts will be the responsibility of the newly created CRRO, a division within the Authority.

## **1.2 Central Recovery and Reconstruction Office**

On October 23, 2017, Governor Rossello signed Executive Order No. 2017-065, as amended by Executive Order 2017-069 (Executive Order), which establishes the CRRO as a division within the Authority, with all the necessary authority, powers and capability to: (a) identify, procure and administer all state, federal and/or private resources for recovery; (b) direct and coordinate efforts and activities of the Government of Puerto Rico related to the recovery; (c) fund and execute recovery and related infrastructure projects; and (d) advise the Governor and provide technical assistance to other entities, across the Government, related to recovery efforts, as required. The CRRO will provide the centralized oversight and financial controls that the Government of Puerto Rico and the U.S. taxpayers expect for the recovery effort. It will also ensure that the Government implements reconstruction efforts with efficiency and transparency, and capitalize on opportunities to build back in a manner that makes Puerto Rico better, smarter, stronger, and more resilient.

The Executive Order established the CRRO as a division within the Authority. The Authority was created by the Public-Private Partnerships Act, Act No. 29-2009, as amended (Act), which states that the public policy of the Government is to favor and to promote the establishment of public-private partnerships (PPPs or P3s) for the creation of certain Priority Projects (as such term is defined in the Act) and among other things, to further the development and maintenance of infrastructure facilities, share with the private sector the risk involved in the development, operation or maintenance of such projects, improve the services rendered and the functions of the Government, encourage job creation and promote Puerto Rico's socio-economic development and competitiveness. The Authority is also empowered to receive and administer funds from the Federal government, and finance the construction, rehabilitation, reparation, preservation and replacement of infrastructure.

The Act provides that the PPP public policy shall maintain such controls as are necessary to protect the public interest and to comply with certain transparency requirements. The Authority was created pursuant to the Act as a public corporation of the Government. The Authority has a proven governance structure with a five-member Board of Directors and competent personnel with expertise in infrastructure procurement.

## **1.3 Contract Term**

The term of the contract that will be awarded at the end of this RFP process will commence upon CRRO's execution of the contract and will extend for three consecutive Puerto Rico fiscal years. Puerto Rico fiscal years run from July 1<sup>st</sup> of each year to June 30<sup>th</sup> of next year. Upon the

acceptance of the final release, the contract will be deemed satisfied. The CRRO and the Authority reserve the right to re-bid the contract after the completion of the three-year period or under several contract breach circumstances from the Selected Proponent.

#### **1.4 Proposal Submission**

Proposals are to be submitted on Friday, March 9, 2018, no later than 5:00 p.m. Atlantic Standard Time. Responses to the RFP submitted after the prescribed deadline may not be accepted. The Respondent shall submit electronically only to the following email address and to the attention to:

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Central Recovery and Reconstruction Office of Puerto Rico,  
a division within the Puerto Rico Public-Private Partnerships Authority  
**Disaster Recovery Public Housing Mission Optimization and Program  
Management Services RFP**  
Attention: Omar J. Marrero, Esq. – Executive Director PPP Authority  
Email: [info@crro.pr.gov](mailto:info@crro.pr.gov)

Physical Address:  
Roberto Sánchez Vilella Government Center, De Diego Ave  
San Juan, PR 00940-2001

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Proposals can also be delivered in paper format to the CRRO's physical address, but it is the CRRO's and the Authority's preference to receive proposals in electronic format only to the email specified above. All Respondents must submit a redacted copy of their proposal as required in Section 5.0 Confidentiality of Responses & Proprietary Information.

#### **1.5 Prohibited Communications, Expenses, and Rejections**

Communications with other representatives of the Government of Puerto Rico or relevant entities of 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 rejection of the firm's proposal.

Neither the Government of Puerto Rico nor any of its instrumentalities, will be responsible for any expenses in the preparation and/or presentation of the proposals, oral interviews or for the disclosure of any information or material received in connection with this RFP.

The Government of Puerto Rico and/or the Authority reserve the right to reject any and all proposals received in response to this RFP, when determined to be in the Government's best interest, and to waive minor noncompliance in a proposal. The Government of Puerto Rico

and/or the Authority further reserves the right to make such investigations as it deems necessary as to the qualifications or perceived conflicts of interest of any and all firms submitting proposals in response to this RFP. The mere appearance of a conflict of interest shall constitute sufficient cause for the outright rejection of a proposal(s). In the event that any or all proposals are rejected, the Government of Puerto Rico and/or the Authority reserve the right to re-solicit proposals.

**1.6 Local Participation**

The Authority encourages Respondents to engage local subcontractors, professionals and relevant service providers headquartered in Puerto Rico (“Local Parties”) as Team Members and Key Individuals to the greatest extent possible.

Respondents are strongly encouraged as part of this RFP to provide descriptions of their current and/or anticipated business arrangements with Local Parties and, in particular, Local Parties who are Team Members and Key Individuals for the Project, as applicable.

**1.7 RFP Timeline**

Target Date	Event
February 23, 2018	Release of RFP
February 28, 2018	Last Day to Submit Questions – 5:00 p.m. (Atlantic)
March 5, 2018	Issuance of Answers to Questions – 5:00 p.m. (Atlantic)
March 9, 2018	Proposal Submission Deadline – 5:00 p.m. (Atlantic)
March 15-16, 2018	Finalist Interviews (if applicable)
March 20, 2018	Target Date for Selection

Please note that the RFP timeline includes target dates that may change. It is the responsibility of Respondents to periodically review the Authority website for regular updates to the RFP timeline and other important information.

**1.8 Definitions/Acronyms**

“**Bidder**”, “**Proponent**” or “**Respondent**” means a(n) (i) natural person, (ii) legal person, (iii) joint venture, or (iv) partnership, or (v) consortium of individuals, and/or partnerships, and/or companies or other entities that submit a response to this RFP that is not currently debarred.



“**CDBG**” refers to the Community Development Block Grant program, which is a flexible program that provides communities with resources to address a wide range of unique community development needs.

“**CDBG-DR**” refers to the Community Development Block Grant-Disaster Recovery is an allocation of additional funding specifically for disaster recovery purposes.

“**Contractor**” or “**Selected Proponent**” means a bidder or proponent awarded a contract resulting from this RFP.

“**DOJ**” means the United States Department of Justice.

“**DRGR**” refers to the Disaster Recovery Grant Reporting. A system developed by HUD's Office of Community Planning and Development for the Disaster Recovery CDBG program and other special appropriations.

“**Executive Director**” refers to the Executive Director of the Puerto Rico Public-Private Partnerships Authority.

“**Evaluation Committee**” refers to a committee designated by the Authority's Board of Directors upon recommendations of the Executive Director, which will evaluate all complete proposals pursuant to the criteria listed in Section 3.0 of this RFP.

“**FAFAA**” means The Puerto Rico Fiscal Agency and Financial Advisory Authority, created by virtue of Act No. 2-2017.

“**Federal Agency**” means any of the departments of the Executive Branch of the Government of the United States of America, or any department, corporation, agency or instrumentality created or which may be created, designated or established by the United States of America.

“**FEMA**” means the United States Federal Emergency Management Agency.

“**GSA**” means the United States General Services Administration.

“**Government Entity**”, as such term is defined in the Executive Order, refers to any department, agency, board, commission, body, bureau, office, public corporation or instrumentality of the Executive Branch, whether existing or to be created in the future.

“**HUD**” refers to the United States Department of Housing and Urban Development.

“**OMB**” means the Federal Office of Management and Budget.

**“Key Individuals”** means an individual who will play an important role in the engagement or contract on behalf of a Team Member resulting from this RFP.

**“Local Parties”** means local subcontractors or professionals (including architects and consulting engineers) and relevant service providers who are based in or have a significant on-going business presence in Puerto Rico.

**“Public Interest”** means any government action directed to protecting and benefiting citizens at large, whereby essential goods and services are provided for the welfare of the population.

**“Public-Private Partnership, “Partnership”, “PPP” or “P3”** means any agreement between a Government Entity and one or more persons, subject to the public policy set forth in the Act, the terms of which are provided under a Partnership Contract, as defined in the Act, to delegate operations, functions, services, or responsibilities of any Government Entity, as well as for the design, development, finance, maintenance or operation of one or more facilities, or any combination thereof.

**“Puerto Rico Public-Private Partnership Authority” or “Authority”** means a public corporation of the Government of Puerto Rico created by virtue of Section 5 of the Act.

**“RFP”** means this Request for Proposals and addenda issued by the Authority.

**“Section 428”** means the alternative procedures for the Public Assistance (PA) program under sections 403(a)(3)(A), 406, 407 and 502(a)(5) of the Stafford Act as authorized by the Sandy Recovery Improvement Act of 2013.

**“Team Member”** means a member of a Respondent. Team Members should be identified in Respondents’ submissions and not be changed without the consent of the Authority.

## **2.0 Scope of Services**

The CRRO, under the auspices of the Authority, is seeking to select a qualified firm or team to provide Disaster Recovery Public Housing Mission Optimization and Program Management services to assist in Puerto Rico’s recovery efforts and execution of needed projects in accordance to Federal and Government requirements in connection with appropriated disaster assistance funding related to DR-4336 and DR-4339. Some of these services shall also serve to craft a reconstruction framework in compliance with infrastructure reform and capital investment requirements from the Fiscal Oversight and Management Board (FOMB), as part of the ongoing certification process for the Amended Fiscal Plan recently submitted by the Government under the Puerto Rico Oversight Management and Economic Stability Act (PROMESA).

Qualified firms should have experience in applying disaster funding to public housing and infrastructure recovery and in providing project management solutions to the planning, design, and construction of resilient projects across a spectrum of funding sources. Consideration will be

given to respondents that have prior experience with Section 428 of the Stafford Act. Below is a description of the services under each area:

- Provide technical assistance to Public Housing Authorities in the development of recovery plans to address both hurricane damage, unmet needs, and alternative uses, as well as, planning for a resilient future state.
- Collaborate with the Commonwealth of Puerto Rico Agencies on Housing Authority Recovery plans including project formulation strategies to include FEMA, HUD CDBG-DR, and other federal agency funding sources for structure, infrastructure, and lifeline recovery.
- Conduct the necessary inspection, evaluation, assessment, scope development, cost estimating, environmental and historic preservation compliance, code compliance, mitigation and resiliency conceptualization, duplication of benefit reviews, policy recommendations, appeals preparation, and grants management support needed to develop, submit, refine, and manage applications for funding from various federal agency grant programs
- Facilitate Federal Agency coordination, approval, reporting, and management of all recovery activities associated with projects approved under FEMA, HUD, and/or other federal grants programs, including, but not limited to arranging for routine status/action plan meetings, establishing priorities, scope changes, updates at meetings, and developing project and policy requests for submission to those funding agencies.
- Serving as an owner's representative, provide comprehensive program management (planning, coordinating, scheduling, cost reviews, value engineering, etc.) for the design, bidding, and construction activities associated with Housing Agency projects funded by multiple federal agencies.
- Provide knowledge and expertise associated with developing a framework for reconstruction that incorporates resiliency measures to build to a risk-adjusted level.
- Provide the needed support to comply and implement the requirements set forth in the Bipartisan Budget Act of 2018 that are related to disaster and recovery matters.
- Provide knowledge and expertise associated with the environmental review and permitting process with opportunities for accelerated review where appropriate.
- Provide knowledge and expertise associated with procurement and delivery best practices and lean construction practices.

## **2.1 Deliverables**

Respondents shall outline the types of deliverables and timelines they produce, in performing the services being procured through this RFP. At a minimum, the key deliverables to be provided shall include such items as:

- Comprehensive planning report on recovery and resiliency planning actions and specific projects needed for each Public Housing Authority, including strategies for funding.
- Work papers, white papers, and analysis providing information about the recovery and resiliency process and applicants management processes including limitations in existing programs or efficiencies to be gained (if any) by consolidating program funding sources and adjusting applicant's management approach.
- Grant application development to include all actions necessary to develop, submit, refine, and manage applications for funding from various federal agency grant programs.
- Quarterly reports on the progress of all activities, including schedule and budget milestones.
- Project work plans, timeframes, and budget tools.
- Proposed system(s) and template(s) used to capture and report information.

## **3.0 Evaluation and Selection**

The CRRO and the Authority will examine all proposals in a proper and timely manner to determine if they meet the proposal submission requirements. Proposals that are materially deficient in meeting the submission requirements or have omitted material documents, in the sole opinion of the CRRO, may be rejected. All proposals meeting the proposal submission requirements will be evaluated.

Each proposal meeting all submission requirements will be independently evaluated by the Evaluation Committee, which will assign a score for each evaluation criterion listed below in this section up to the maximum points.

The CRRO may request further clarification to assist the Evaluation Committee in gaining additional understanding of proposal. A response to a clarification request must be to clarify or explain portions of the already submitted proposal and may not contain new information not included in the original proposal.

Complete proposals will be preliminarily scored based upon the criteria listed below.

### **Experience and Capacity (30 points)**

Respondents must demonstrate experience and success in applying disaster funding to public housing and infrastructure recovery and in providing project management solutions to the planning, design, and construction of resilient projects across a spectrum of funding sources. Particular consideration will be given to respondents who have knowledge and expertise in CDBG- DR, Section 428, knowledge and expertise in housing, energy, construction industry and a track record of public housing mission optimization and program management services. Previous experience with hurricane relief funded programs, will be factored into experience. Respondents must have experience related to federally funded disaster recovery programs and significant infrastructure projects. Respondents that demonstrate they have the staff available to begin immediately will be scored higher than those who need more time, or whose responses are vague.

### **Approach and Methodology (20 points)**

Respondents that outline a clear and straightforward approach to staffing and working with CRRO to provide expert advisory services will score higher, than those that do not. Respondents shall identify key goals and objectives, and methods for achieving high standards for the delivery of services, in expectation of meeting or exceeding these goals. Respondents shall explain how they will be organized to effectively deploy support for CRRO and clearly identify engagement manager and different workstream leaders. In addition, respondents shall demonstrate understanding of the magnitude of the recovery efforts in Puerto Rico in the aftermath of Hurricanes Irma and Maria.

### **Price Proposal (20 points)**

Proposals will be scored based on price proposal format provided. Respondents that clearly identify a plan for reducing program costs over the life of the program as key milestones are reached and volume of activity reaches natural break points, and that identifies a clear plan for cost savings measures and/or efficiencies, will receive the most points. Respondents shall clearly align position titles, job descriptions and rates in their proposal.

### **Commitment to Complying with all Applicable Federal, and Puerto Rico Regulations (20 points)**

Respondents who demonstrate a commitment to complying with all applicable Federal and Puerto Rico regulations. Adherence to strong ethical and integrity practices and unequivocal commitment to solid administrative practices is essential for the CRRO and the Authority. Understanding of Federal and local requirements is essential and will be highly considered.

## **Integration of Local Parties (10 points)**

Respondents that demonstrate a strategic integration of Local Parties will receive positive remarks on this criterion. It is the responsibility of the Authority and the CRRO to encourage respondents to engage Local Parties as Team Members and Key Individuals (particularly with respect to professional designers, auditing firms, IT professional, etc.) to the greatest extent possible. Despite that the scope of services pertains to numerous Federal regulations, the services will be rendered for the benefits of Puerto Rico, which requires clear understanding of local regulations, policy frameworks and infrastructure and fiscal challenges of the Island. Local Parties can significantly complement the services of U.S. based firms and enhance the effectiveness of respondents in the implementation and deployment of the required services.

### **3.1 Finalist Interview**

The CRRO reserves the right, at its sole discretion, to invite qualified respondents to a finalist interview with the Evaluation Committee. If CRRO elects to conduct finalist interviews, each qualified respondent will be required to give a strictly timed 20-minute presentation. This presentation shall highlight expertise and prior public housing mission optimization and program management services provided for similar organizations. The presentation shall also clearly explain the respondent's approach and team composition. The Evaluation Committee may alter the scoring of a qualified respondent's proposal based upon the presentation. Respondents are responsible for all costs or expenses incurred to attend such interview.

### **3.2 Selection**

Following completion of the evaluation process the Evaluation Committee will meet to choose the Selected Proponent.

## **4.0 Respondent Requirements**

### **4.1 Requirement of Legal Entities**

Respondents that are corporations, partnerships, or any other legal entity, U.S. or Puerto Rico based, shall be properly registered or capable to be registered to do business in Puerto Rico and the U.S. at the time of the submission of their proposals, and comply with all applicable Puerto Rico or U.S. laws and/or requirements.

### **4.2 Required Qualifications of Respondent**

Respondents to this RFP shall provide information in their proposals that demonstrates the following qualifications:

- Respondent has adequate financial resources to perform the contract, or the ability to obtain them; financial statements for the past 2 years will be required or equivalent financial records must be included in the proposal.

- Respondent is able to comply with an accelerated delivery or performance schedule.
- Respondent has a satisfactory performance record.
- Respondent has a satisfactory record of integrity and business ethics.
- Respondent has the necessary organization, experience, accounting and operational controls, and technical skills.
- Neither respondent nor any person or entity associated who is partnering with respondent has been the subject of any adverse findings that would prevent CRRO or Authority from selecting respondent. Such adverse findings include, but are not limited to, the following:
  - 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 or from an attorney general in Puerto Rico or another state.
  - Pending litigation with the Government of Puerto Rico, or any other state.
  - Arson conviction or pending case
  - Harassment conviction or pending case.
  - Puerto Rico and Federal or private mortgage arrears, default, or foreclosure proceedings
  - In rem foreclosure.
  - Sale tax lien or substantial tax arrears.
  - Fair Housing violations or current litigation.
  - Defaults under any Federal and Puerto Rico-sponsored program.
  - A record of substantial building code violations or litigation against properties owned and/or managed by respondent or by any entity or individual that comprises respondent.
  - Past or pending voluntary or involuntary bankruptcy proceeding.
  - Conviction for fraud, bribery, or grand larceny.

### **4.3 Proposal Format**

The respondent's proposal shall be formatted as follows:

#### **4.3.1 Cover Letter and Table of Contents (2 pages)**

Provide a cover letter that includes a certification that the information submitted and the Proposal is true and accurate, and that the person signing the cover letter is authorized to submit the

Proposal on behalf of the respondent. Clearly identify the designated contact person for the engagement.

Provide a table of contents that clearly identifies the location of all material within the Proposal by section and page number.

#### **4.3.2 Experience and Capacity (8-12 pages)**

Provide a summary of the types of services the respondent offers that relates to this RFP. Provide specific details on any previous experience with federally funded disaster recovery programs and projects. Identify engagement and or staff experience with entities comparable to CRRO for which the respondent provides or has provided, similar services within the last (10) years. Respondents must indicate the dollar value of the recovery disaster program for which has provided similar services to the ones contemplated in their RFP. Detail at least one to three (1-3) similar engagements and/or experience with private and public-sector clients that would demonstrate that the respondent can provide the requested services. Each example should include:

- a) Name of client organization.
- b) Description of engagement or experience and objectives of the project including beginning and ending dates.
- c) Examples of recommendations offered to the client and the results of the implementation of those recommendations.
- d) Information regarding the project that would demonstrate successfully experiences by the client, as a result of the recommendations. This may include performance metrics and improvements.
- e) If the example involves a private sector client, describe how the experience could be applied to the public sector.
- f) Description of Federal funding programs managed during the engagement.
- g) Description of key infrastructure programs or projects advanced as part of the engagement, if any.

CRRO may seek information from references regarding subjects that include, but are not limited to, the quality of services provided, anticipated ability to perform the services required in this RFP and the responsiveness of the respondent to the client during the engagement. Please provide at least three (3) references for the prime Respondent and two (2) for any partners or sub-contractors. Each reference should include the name, title, company, address, phone number and email address of the reference. Inability to contact a reference will not be looked upon favorably.

Provide a summary of the Respondent's technical expertise that describes the respondent's unique capabilities. This narrative should highlight the Respondent's ability to provide Disaster



Recovery Public Housing Mission Optimization and Program Management services. Provide biographical summaries for Key Individuals and their proposed roles. Resumes can be attached as an appendix and will not count toward the page limit of the proposal.

In addition, identify any sub-consultants and Local Parties incorporated into the team and clearly explain their expertise, expected role and value to the engagement.

Specify the primary contact person for the respondent (name, title, location, telephone number, and e-mail address).

### **4.3.3 Approach and Methodology (4-8 pages)**

Explain how the respondent will achieve the goals, objectives, tasks, and deliverables outlined in the Scope of Services for this RFP. Specifically address how the Respondent proposes to effectively assist the CRRO with each individual tasks included in the Scope of Services and how the Respondent intends to cohesively delivery all the services in an organized manner. Indicate why the proposed approach is appropriate and suited for Puerto Rico and Federal requirements associated to disaster recovery efforts.

Proposals must provide examples of how the proposed approach has achieved success in specific, relevant projects for public or private sector organizations similar in size and complexity to the Puerto Rico Government and/or the magnitude of the post-hurricane devastation. The examples should contain enough information for the evaluators to ascertain the success of the projects accomplished by the Respondent.

This section must include an acknowledgement that, if selected, the Respondent has the ability to respond with sufficient key and line staff and the proposed Key Individuals.

Identify existing staff that will be involved in the services describe herein, including each staff member's proposed role in the organization, their relevant qualifications, and the allocation of their time to this engagement. Clearly identify the members of the team that are expected to be residing in Puerto Rico and will serve as local contacts for the engagement purposes.

### **4.3.4 Price Proposal**

Respondents are required to submit their price proposal in accordance to the Price Proposal Form (Attachment 1). CRRO is interested in obtaining three components of the Respondents' pricing:

- Component 1: hourly rates of all team members,
- Component 2: estimate of the aggregated price of the proposal, and
- Component 3: estimate of budget needed for any reimbursable expenses associated with traveling and lodging. Respondents are encouraged to consider GSA rates for this estimate.

With respect to Component 1 of the Price Proposal, Respondents can add as many rows as needed for relevant and related labor categories. For any additional labor categories, the Respondent must provide a name and title of the team member. Do not leave blanks or enter a zero dollar amount for any rate. Enter hourly rates showing up two decimal points. List the rates for the entire three year term of the contract. The rates included in the proposal should be the respondent's lowest discounted governmental rates.

With respect to Component 2, Respondents should make their best efforts to arrive at an aggregated total price estimation and total hours estimation. Respondents can provide a list of assumptions and qualification's underlying the estimate to provide context for the estimation.

Respondents that regularly use pricing models, other than what is required in this RFP may elect to submit an Alternate Cost Structure along with their completed Price Proposal Form. The Alternate Cost Structure shall clearly describe the pricing model used by the respondent and provide a clear explanation of how the rates proposed on the Price Proposal Form correlate to the fees described in the Alternate Cost Structure. If electing to submit an Alternate Cost Structure, the respondent must also submit a completed Price Proposal Form in accordance with the instructions above. Respondents that do not submit a completed Price Proposal Form will not be evaluated.

For CRRO to consider an Alternate Cost Structure, the proposal must include:

- A completed Price Proposal Form with hourly rates
- A detailed description of the Alternate Cost Structure, including staff qualifications, number of hours worked per unit billed, rate (daily, weekly), and other relevant information
- A detailed explanation of how the hourly rates proposed in the Price Proposal Form equate to the Alternate Cost Structure

#### **4.3.5 Commitment to Complying with all Applicable Federal and Puerto Rico Local Regulations (2-4 pages)**

Respondents shall explain their adherence to complying with all applicable Federal and Puerto Rico regulations. Indicate what characteristics of the team set them apart in terms of commitment to comply with all laws and requirements. Indicate what specific trainings and expertise reside within the team that reinforces the commitment to compliance.

#### **4.3.6 Local Parties (1-4 pages)**

The CRRO, the Authority and the Government of Puerto Rico have the objective of fostering the participation of Local Parties in the provision of professional services and local expertise. Explain how the Local Party(ies) will add value to the team and their expected role. Identify the

Key Personnel from the Local Party(ies) and provide an indication of the expected level of involvement on the day-to-day activities and interaction with the CRRO.

## **5.0 Confidentiality of Responses & Proprietary Information**

Upon completion of the RFP process, the CRRO and the Authority 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 Respondents. Information considered trade secrets or non-published financial data may be classified as proprietary by the Respondents. All Respondents are required to submit a redacted copy of their proposal. The CRRO reserves the right to make public the redacted copies of the proposals at the conclusion of the RFP process. If a redacted copy is not submitted by a Respondent, the CRRO will assume that the original copy of the proposal can be made public. Proposals containing substantial contents marked as confidential or proprietary may be rejected by CRRO. Provision of any information marked as confidential or proprietary shall not prevent CRRO from disclosing such information if required by law. The ultimately awarded contract(s) and all prices set forth therein shall not be considered confidential or proprietary and such information may be made publicly available.

## **6.0 Conflicts of Interest**

Any contract awarded under this RFP will preclude the selected respondent from representing before the CRRO or the Authority any bidder other than those bidders or grantees who may be assigned under this contract during the period the contract is in effect. Authority's Guidelines for the Evaluation of Conflicts of Interest and Unfair Advantages in the Procurement of Public-Private Partnership Contracts (the "Ethics Guidelines") and other ethic regulations listed in the Executive Order. Prospective Respondents should review the Ethics Guidelines, which are available for download on the Authority's website: <http://www.p3.pr.gov>.

Respondents are required to provide a list of any other current or former advisory contracts the firm has/had with any Government Entity in Puerto Rico, or which bear any direct or indirect relation to the activities of the Government of Puerto Rico. Further, please provide a description of any recent historical or ongoing legal proceedings, interviews or investigations being conducted by any U.S. law enforcement agencies involving your firm or team that are related to transactions executed in or on behalf of the Government of Puerto Rico and/or its public corporations. In addition, please provide a brief description of any work you have performed for any creditors or guarantors of the Government of Puerto Rico or any public corporation debt about their positions in Puerto Rico debt obligations. Indicate whether this activity is ongoing, and if not, when the prior assignment concluded.

At some point in the selection process, the CRRO may request information on any perceived conflict of interests. Also, the CRRO or the Authority may in the future request a list of direct or

indirect relationships the firm or its professionals have to members of the PPPA or Board Members or executives of other Public Corporations.

In the event of real or apparent conflicts of interest, CRRO reserves the right, in the Government's best interest and at its sole discretion, to reject a proposal(s) outright or to impose additional conditions upon Respondents. CRRO reserves the right to cancel any contract awarded pursuant to this RFP with 30 days' notice in the event that an actual conflict of interest, or the appearance of such conflict, is not cured to CRRO's satisfaction.

## **7.0 Proposal Additional Information**

### **7.1 Rejection of Proposals; Cancellation of RFP; Waiver Informalities and Withdrawal Proposal**

Issuance of this RFP does not constitute a commitment by CRRO and the Authority to award a contract. The CRRO reserves the right to accept or reject, in whole or part, and without further explanation, any or all proposals submitted and/or cancel this solicitation and reissue this RFP or another version of it, if it deems that doing so is in the best interest of the impacted communities or the Government of Puerto Rico.

The CRRO reserves the right to waive any informalities and/or irregularities in a proposal if it deems that doing so is in the best interest of the impacted communities or the Government of Puerto Rico.

A respondent may withdraw a proposal at any time up to the date and time the contract is awarded. The withdrawal must be submitted in writing and directed to the PPP's Executive Director.

### **7.2 Ownership of Proposal**

All materials submitted in response to this RFP shall become the property of CRRO. Selection or rejection of a proposal does not affect this provision.

### **7.3 Cost of Preparing Proposals**

All costs associated with the response to this proposal are the sole responsibility of the Respondent.

### **7.4 Errors and Omissions in Proposal**

CRRO reserves the right to reject a proposal that contains an error or omission. CRRO also reserves the right to request correction of any errors or omissions and/or to request any

clarification or additional information from any respondent, without opening up clarifications for all respondents.

## **8.0 Payment Terms & Method of Payments**

The Selected Proponent will be paid by services provided previously approved by the CRRO. It is the Selected Proponent's responsibility to include all services required to meet the engagement's objective as established in this RFP.

### **8.1 Payment Terms**

Payment will be made upon presentation of invoice evidenced by the services provided and duly authorized by the CRRO. If the CRRO finds the submitted invoice as acceptable, then the invoice will be approved and processed for payment promptly after submission of the invoice. The Authority reserves the right to review the correctness of invoices and perform the audits as it deems fit.

### **8.2 Method of Payment**

The Selected Proponent shall submit monthly invoices for the agreed fees. Invoices must be detailed, specific and itemized accompanied by a description of the services provided as previously approved by the CRRO. In addition, it shall be noted that no public servant of the contracting entity is a party or has interest on the profits or benefits product from the contract, regarding the invoice and if it does have interest in some part on the profits or benefits of the contract it must specify that a waiver has been mediated. The CRRO shall request the Selected Proponent all the necessary information, related to the invoiced expenses, in order to verify them, previous to order the release of payment.

The CRRO reserves the right to perform audits it deems appropriate. In the case of finding unpaid invoices, they shall approve and process its payments.

The Selected Proponent will deliver the original invoice to the office in the CRRO requesting the service or its authorized representative; such invoice must be properly completed and certified by the Selected Proponent. Such office will work it promptly upon receipt, it will then be duly certified by the Authority or its authorized representative, in accordance with the Accounting Act law following the standards established by enforcement agencies of the Government of Puerto Rico.

## **9.0 General Federal Grant Requirements**

Because the contract is being funded with federal funds, the contract shall be governed by certain federal terms and conditions for federal grants, such as the OMB applicable circulars. Respondent shall provide a description of experience with such grant requirements and

affirmatively represent and certify that the respondent shall adhere to any requirements of applicable federal requirements. Any funds disallowed by any federal government entity shall be disallowed from fee or compensation to contractor. In addition, this RFP is intended to be conducted in accordance to 2 CFR 200 which clearly outlines the methods of procurement to be followed by non-federal entities.

### **10.0 HUD General Provisions**

Because the contract may involve funds from HUD, the contract shall be governed by certain general HUD terms and conditions, attached hereto as Appendix II. Respondent shall provide a description of experience with such requirements and affirmatively represent and certify that the respondent shall adhere to the terms and conditions set forth at Appendix II, and any subsequent changes made by HUD.

### **11.0 Federal General Provisions**

Because the contract may involve funds from other federal agencies, the contract shall be also governed by any specific terms and conditions set forth by a federal agency. In such case, Respondent shall provide a description of experience in dealing with any other requirements established by that other federal agency and affirmatively represent and certify that the respondent shall adhere to the terms and conditions set forth by that agency.

## **Attachments and Appendices**

- 1.Attachment I – Price Proposal Form
- 2.Attachment II – HUD General Provisions

**Attachment I  
 Price Proposal Form Rates**

Respondent Name: \_\_\_\_\_

**Price Proposal Component #1:**

Names	Title	Hourly Rates		
		2017-18 FY*	2018-19 FY**	2019-20 FY**
	Managing Director			
	Engagement Manager			
	Area Specialist			
	Area Specialist			
	Technical Analyst			
	Technical Analyst			

\* Hourly rates should correspond to Puerto Rico fiscal years, which run from July 30 to June 30.

Add as many rows as needed for relevant and related labor categories.

**Price Proposal Component #2:**

Provide the best estimation of total amount of hours and aggregated price of proposal.

**Price Proposal Component #3:**

Respondents should provide an estimate of the expected needed budget for traveling and lodging expenses. Reimbursable expenses shall be pre-authorized by the CRRO.



## **Attachment II HUD General Provisions**

Given that the contract may involve funding from the U.S. Department of Housing and Urban Development, the following terms and conditions may apply to any purchase orders issued by the Puerto Rico Central Recovery and Reconstruction Office (CRRO). In addition, Contractor shall make sure whether compliance Federal Labor Standards Provisions set forth in Form HUD-4010 is required.

The Contractor shall flow these terms and conditions down to all subcontractors directly servicing the contract or purchase order.

These general provisions may be updated from time to time. It is the sole responsibility of the Contractor to be aware of any changes hereto, to implement such changes when effective, and to flow such changes down to its subcontractors, if any.

### General Provisions:

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

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

#### **2. STATUTORY AND REGULATORY COMPLIANCE**

Contractor shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2), including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

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

The Government of Puerto Rico reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and

not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

#### **4. REPORTING REQUIREMENTS**

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

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

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

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

All records connected with this contract will be maintained in a central location and will be maintained for a period of at least four (4) years following the date of final payment and close-out of all pending matters related to this contract.

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

The Contractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage

participation by small and minority business, and women's business enterprises; and  
(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Additionally, for contracts of \$10,000 or more, the Contractor shall file Form HUD 2516 (Contract and Subcontract Activity) with CRRO on a quarterly basis. A copy of that form is available at <http://www.hud.gov/offices/adm/hudclips/forms/files/2516.pdf>.

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

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 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 HUD

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

The Contractor 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.

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

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

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

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

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

## **12. AGE DISCRIMINATION ACT OF 1975**

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

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

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

## **14. CONFLICTS OF INTEREST**

The Contractor shall notify the Government of Puerto Rico as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (2013) (or 84.42 (2013), if applicable)). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the Government of Puerto Rico is able to assess such actual or potential conflict. The Contractor shall provide the Government of Puerto Rico any additional information necessary for the Government of Puerto Rico to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the Government of Puerto Rico, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

## **15. SUBCONTRACTING**

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

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,

- (v) Organizational conflicts of interest,
- (vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and
- (vii) Any arbitrary action in the procurement process.

The Contractor represents to the Government of Puerto Rico that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract.

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

## **16. ASSIGNABILITY**

The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Government of Puerto Rico.

## **17. INDEMNIFICATION**

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

## **18. COPELAND “ANTI-KICKBACK” ACT (Applicable to all construction or repair contracts)**

Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland “Anti-Kickback Act” of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The Contractor shall comply with all applicable “Anti-Kickback” regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

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

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

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

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

**20. DAVIS-BACON ACT**

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

The Contractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

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

On a semi-annual basis, the Contractor shall submit Form HUD 4710 (Semi-Annual labor Standards Enforcement Report) to CRRO. A fillable version of that form is available at <http://www.hud.gov/offices/adm/hudclips/forms/hud4.cfm>.

**21. TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000)**

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the the Government of Puerto Rico shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Government of Puerto Rico, become the Government of Puerto Rico's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Government of Puerto Rico for damages sustained by the Government of Puerto Rico by virtue of any breach of the contract by the

Contractor, and the Government of Puerto Rico may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the Government of Puerto Rico from the Contractor is determined.

**22. TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000)**

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

**23. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000)**

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

**Equal Opportunity for Workers With Disabilities**

- 1)The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
  - (i)Recruitment, advertising, and job application procedures;
  - (ii)Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  - (iii)Rates of pay or any other form of compensation and changes in compensation;
  - (iv)Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - (v)Leaves of absence, sick leave, or any other leave;
  - (vi)Fringe benefits available by virtue of employment, whether or not administered by the contractor;
  - (vii)Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - (viii)Activities sponsored by the contractor including social or recreational programs; and
  - (ix)Any other term, condition, or privilege of employment.

- 2)The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 3)In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 4)The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- 5)The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- 6)The Contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

#### **24. EXECUTIVE ORDER 11246**

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

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

During the performance of this contract, the Contractor agrees as follows:

- 1)The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.



- 2)The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3)The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 4)The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5)The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 6)The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 7)In the event of the Contractor's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- 8)Contractor shall incorporate the provisions of A through G above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

The Contractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where

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

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

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

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

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

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

- 1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
- 2) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration

to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.

- 4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (A) through (D) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

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

The Contractor certifies, to the best of his or her knowledge and belief, that:

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

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

**28. BONDING REQUIREMENTS**

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

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

- 1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or

other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

- 2) A performance bond on the part of the Contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the Contractor’s obligations under such contract.
- 3) A payment bond on the part of the Contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

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

- 1) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 2) The parties to this contract agree to comply with HUD’s regulations in 24 C.F.R. part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- 3) The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the Contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 4) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

- 5)The Contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.
- 6)Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 7)With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- 8)For contracts exceeding \$100,000, the Contractor shall submit Form HUD 60002 (Section 3 Summary Report) to CRRO on a quarterly basis, notwithstanding the annual reporting requirement set forth in that form's instructions.

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

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