



**GOVERNMENT OF PUERTO RICO**  
Central Recovery and Reconstruction Office  
of Puerto Rico

**CENTRAL RECOVERY AND RECONSTRUCTION OFFICE OF PUERTO RICO**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**PUBLICITY, MARKETING & PUBLIC RELATIONS SERVICES**  
**FOR THE**  
**Central Recovery and Reconstruction Office of Puerto Rico**  
**COR3-RFP-2019-02**

<b>Event</b>	<b>Time and Date</b>
Public Notice	May 9, 2019
Documents Availability	May 9, 2019
Submission of Questions and Requests for Clarification	May 13, 2019
Responses to Questions and Requests for Clarifications	May 20, 2019
Proposals Due Date	May 24, 2019
Proposals Evaluation Period (Expected)	<b>From:</b> May 27, 2019
	<b>Up To:</b> May 31, 2019
Notice of Award (Expected)	June 3, 2019
Execution of the Agreement (Expected)	June 13, 2019

**Submittals to be Provided Via E-mail:**  
**info@COR3.pr.gov**

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# 1. Background

The 2017 hurricane season brought insurmountable devastation to Puerto Rico when in the month of September, the Island experienced category four and five storms, Hurricane Irma and Hurricane María. Hurricane Irma skirted the northern coast of the Island from September 6-7, 2017 as a Category 5 storm, leaving two-thirds of the main island without power and causing other impacts to the Island's infrastructure.

Just two weeks later, Hurricane María struck Puerto Rico on September 20, 2017 as a Category 4 storm, making direct impact throughout the 35-mile wide Island. Hurricane María impacted the entirety of Puerto Rico with recorded winds up to 155 miles an hour, river surges up to 47 feet, massive mudslides, and localized catastrophic flooding reaching up to 38 inches. Hurricane María is considered the most devastating natural disaster to hit Puerto Rico since Hurricane San Felipe made landfall nine decades ago in 1928. Since that time, the population has doubled in size from 1.5 million residents compared to today's population of 3.4 million.

Hurricane María devastated the Island and plunged all of its 3.4 million residents into a humanitarian crisis. Puerto Rico experienced severe damage to residences and critical infrastructure, triggering the displacement of thousands of residents from their homes and the inability to provide the most basic needs, such as communications, potable water, and electric service.

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 Central Recovery and Reconstruction Office of Puerto Rico (COR3), a division within the Public Private Partnerships Authority (P3).

This is a Request for Proposals (RFP) issued by COR3 for public relations services. The COR3 works hand-in-hand with the Federal Emergency Management Agency, Government Agencies, Municipalities and Non-Profit Organizations to assure maximum recovery and guarantee an efficient, effective and transparent use of available resources for the recovery of Puerto Rico after Hurricane Maria. Our mission is to promote and implement reconstruction efforts with efficiency, effectiveness, and transparency, capitalizing on opportunities to build back a better, stronger, and more resilient Puerto Rico.

This RFP seeks to select a firm to provide public relations services for a period of one (1) year with an optional extension of up to one (1) additional year, COR3 may cancel the services upon 30 day notice. The selected Proposer will be called upon to provide communications strategies and implementing integrated tactics across a wide variety of platforms.

The COR3 reserves the right, without limitations, to: (i) 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 Public Interest; and (ii) amend the contract(s) of the Selected Proposer to, among others, extend its original duration, as further explained in this RFP, or to extend the scale of the scope to include work under subsequent plans as related to the services requested herein; and (iii) to contract for Public Relations Firms as result of the selection of qualified Proposers or the cancellation of this RFP.

The award of the contract will be to the qualified firm whose proposal, conforming to this RFP, is most advantageous to the COR3.

## 2. Contract Term

The contract flowing from selection under this RFP shall be for one (1) year, with the option to extend for up to one (1) one-year term thereafter. COR3 reserves the right to cancel the contract at any time upon a 30-day written notice.

## 3. Summary of Requirements and Scope of Services

The scope of work presented is based upon circumstances existing at the time the RFP is released. The COR3 reserves the right to modify or delete the tasks listed and, if appropriate, add additional tasks prior to and during the term of the contemplated contract.

### 3.1 Staff and Services

This section defines the public relations staff and services that the Proposer must perform in order to support COR3. The Selected Proposer will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this contract. The scope of work presented is based upon circumstances existing at the time the RFP is released. COR3 reserves the right to modify or delete services and tasks listed and, if appropriate, add/reduce staff, services and tasks prior to and during the term of the contemplated contract. The COR3 reserves the right to retain some of these services and tasks internally and to select more than one Proposer.

#### 3.1.1 Staff Requirements

The Proposer shall have or will secure, at its own expense, all personnel required in performing the services under a Public Relations Services contract. COR3 expects the Selected Proposer to provide competent and fully qualified staff that are authorized or permitted under federal, state and local law to perform the scope of work under this contract. The COR3 reserves the right to request the removal of any staff not performing to standard. No personnel may be assigned to the resulting contract without the written consent of the COR3.

##### (a) Staff Experience and Qualifications

The Proposer should provide detailed information about the experience and qualifications of the Proposer's principals, project managers, key personnel, and staff to be assigned, including degrees, certifications, licenses and years of relevant experience. Proposer shall specifically identify people currently employed by the Proposer who will serve as Key Staff. This includes the Proposer's own staff and staff from any subcontractors to be used. The Proposer should demonstrate that its staff (and/or subcontractor's staff) meet the desirable requirements listed below and have necessary experience and knowledge to successfully implement and perform the tasks and services.

(b) Organizational and Staffing Plan

Proposer shall submit to the COR3 an initial organizational chart detailing the identity of each person (whether employed by Proposer or a subcontractor) who shall perform any public relation service required or work on the FEMA Public Assistance and HUD CDBG-DR Programs. The Proposer’s organization and staffing plan shall specifically include the required number of personnel, role and responsibilities of each person on the project, name of the resource or subcontractor, résumé or professional information, their planned level of effort, their anticipated duration of involvement, and their on-site availability. The Proposer should demonstrate their ability to adequately staff and scale each functional area to maintain agreed upon service levels throughout the life of the Program.

<b>Key Staff</b>	<b>Requirements</b>	<b>Roles &amp; Responsibilities</b>
<b>Project Manager</b>	<ul style="list-style-type: none"> <li>+ Must have a Bachelor's degree in Public Relations, Marketing, Communications or related field. Masters is Preferred.</li> <li>+ Must be a Puerto Rico’s Licensed Public Relationist.</li> <li>+ Must have at least ten (10) years of experience in Public Relations or Communications.</li> <li>+ Must be bilingual (Spanish and English speaker).</li> </ul>	<ul style="list-style-type: none"> <li>+ Oversees the operational planning, establishment, execution, and evaluates the activities.</li> <li>+ Serves as the Point of Contact (POC) and liaison with COR3 on operational matters.</li> <li>+ Provides day to day technical guidance and leadership as appropriate to the area of expertise.</li> <li>+ Handles all aspects of different PR activities and strategies in order to manage the COR3’s public image.</li> </ul>
<b>Coordinator</b>	<ul style="list-style-type: none"> <li>+ Must have a Bachelor's degree in Public Relations, Marketing or related field.</li> <li>+ Must have at least five (5) years of related experience.</li> <li>+ Must be a Puerto Rico’s Licensed Public Relationist.</li> <li>+ Must be bilingual (Spanish and English speaker).</li> </ul>	<ul style="list-style-type: none"> <li>+ Handles aspects of different PR activities and strategies in order to manage the COR3’s program public image.</li> <li>+ Draft and distributes press releases, fact sheets, and media invites, along with any other communication.</li> <li>+ Address concerns and responds to issues and conflicts as they arise.</li> </ul>
<b>Translator/ Editor</b>	<ul style="list-style-type: none"> <li>+ Must have a Bachelor's degree in Journalism, Translation, Public Relations or related field.</li> <li>+ Must have at least three (3) years of experience in translation, publishing, journalism or public relations.</li> <li>+ Must be bilingual (Spanish and English speaker).</li> </ul>	<ul style="list-style-type: none"> <li>+ Research, edit, proofread and translate content.</li> <li>+ Adhere to requisite linguistic guidelines and apply them.</li> <li>+ Work with inhouse teams, communicate and provide feedback based on quality of work.</li> <li>+ Identify any content that requires rewriting, while showing ways to enhance the translation flow and layout.</li> </ul>
<b>Graphic Artist</b>	<ul style="list-style-type: none"> <li>+ Must have a Bachelor's degree in Fine Art Design, Marketing or related field.</li> <li>+ Must have at least four (4) years of experience in professional commercial design.</li> <li>+ Extensive experience with Illustrator, Photoshop and InDesign.</li> </ul>	<ul style="list-style-type: none"> <li>+ Illustrates concept by designing rough layout of art and copy regarding arrangement, size, type size and style, and related aesthetic concepts.</li> <li>+ Create visually communicative designs.</li> <li>+ Coordinates with outside partners all art, designs, graphics and aesthetic concepts.</li> </ul>
<b>Assistant</b>	<ul style="list-style-type: none"> <li>+ Must have a Bachelor's degree in Public Relations, Marketing or related field.</li> <li>+ Must have at least three (3) years of experience.</li> <li>+ Knowledge and practical application of social media.</li> <li>+ Must be bilingual (Spanish and English speaker).</li> </ul>	<ul style="list-style-type: none"> <li>+ Supervise social media content, press releases and emails, in conjunction with COR3 personnel.</li> <li>+ Prepares reports and presentations on PR activities.</li> <li>+ Supports the Public Relations team as needed.</li> </ul>

## 3.2 Tasks

The Selected Proposer is called upon to provide professional services to develop a strategic and comprehensive communications and outreach strategy and implement the various components of the plan by acting as COR3 advertising and public relations consultant. The term advertising costs means the costs of advertising media and corollary administrative costs. Advertising media include magazines, newspapers, radio and television, direct mail, exhibits, electronic or computer transmittals, and the like. The term public relations include community relations and means those activities dedicated to maintaining the image of COR3 and the Government of Puerto Rico or maintaining or promoting understanding and favorable relations with the public at large or any segment of the public.

The only allowable advertising and public relations costs are those included in 2 CFR Part 200.421.

**Proposer needs to be aware that most of the advertising projects, material for press conferences or releases, posts in social media, information in the website and any other public relations materials, must be in both Spanish and/or English languages.**

## 3.3 Key Deliverables

Deliverables shall be considered those tangibles and resulting work products which are to be delivered to the COR3, such as draft documents, data, meetings, presentations, and reports. Reports shall include 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 and every resource that participated in its development.

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

The key deliverables to be provided include, but are not limited to, the following:

### 3.3.1 Communications Plan

The plan must consider challenges faced by COR3, PR strategy, timings, measurement and tactics/methods and tools.

### 3.3.2 Media Relations

Create content, from press releases, articles, research, whitepapers, social media and blog posts.

### 3.3.3 Writings

Assimilating/adapting articles, stories and features into localized content for distribution to employees, partners, subgrantees, participants, among others. Produce original content, such as news releases, editorials, annual reports, newsletters, briefs and feature articles. All tasks must be completed in Spanish and English, if applicable.

### 3.3.4 Crisis Communication/Preparedness Plan

The plan must clearly define communication and response strategies; identify emerging situations and indicators that could impact COR3 and dealing with them in a non-crisis scenario; detail training to ensure smooth execution in times of need; controlled media outreach in time of crisis; and post crisis management, to ensure open channels of communication.

The Proposer shall be responsible for completing the activities outlined in this Scope of Services. The Selected Proposer shall assist COR3 by providing additional resources to accomplish assignments authorized by the COR3.

## 3.4 Penalties and Liquidated Damages

The services will be subject to the following penalties and liquidated damages:

- **Penalties:** In the event the Selected Proposer, during the provision of the good and services requested herein, is determined to have engaged in any proscribed conduct or otherwise is in default as to any applicable term, condition, or requirement of the contract, at any time following the Effective Date of the contract, the Proposer agrees that, COR3 may impose sanctions against the Proposer for any such default. Refer to all required provisions set forth at 2 CFR 200.326 and 24 CFR 570.489(g).

- **Liquidated Damages:** The Proposer shall pay to COR3, as liquidated damages, \$1,000 for each calendar day that the goods and services requested are late until deemed in compliance subject to a maximum of \$10,000. Said sum, in view of the difficulty of accurately ascertaining the loss which COR3 will suffer by reason of delay in the completion of the work herein requested, is hereby fixed and agreed as the liquidated damages that COR3 will suffer by reason of such delay. Liquidated damages received are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the COR3's right to indemnification, or the Bidder's obligation to indemnify the COR3, or to any other remedy provided for as a provision of the contract or law. Liquidated damages may be assessed at the sole discretion of COR3. For the purpose of applying and calculating such liquidated damages, a grace period of ten (10) days shall be observed. The COR3 may deduct and retain out of the monies which may become due to the Proposer, the amount of any such liquidated damages; and in case the amount which may become due is less than the amount of liquidated damages due to the COR3, the Proposer shall be liable to pay the difference.

## 3.5 Federal Grant Requirements

Proposer shall affirmatively represent and certify that the Proposer shall adhere to any requirements applicable to the federal grant. Any funds disallowed under the federal grant or program shall be disallowed from fee or compensation to the Contractor.

# 4. General and Contracting Requirements

## GENERAL

**Type of Organization:** The Proposer may be an individual, corporation, partnership or a joint venture duly organized under the laws of the Government of Puerto Rico, or foreign authorized to do business in Puerto Rico.

All Proposers, if incorporated, must show they are in good standing with the Puerto Rico State Department (“State Department”). All Proposers that are foreign corporations (out-of-state) must file the necessary documents with the Division of Corporations of the State Department requesting authorization to do business in Puerto Rico, which shall have been requested prior to the date of submission of the Proposal hereunder. Failure to demonstrate compliance with this requirement may result in rejection of the Proposal without further consideration.

**Proposer’s Good Standing and Notification of Debarments, Legal Issues, Ownership Structures, and Conflicts:** If any of the Respondent’s principals, officers, directors or partners has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, the Proposer shall disclose that information in its offer. Failure to provide such information and complete **Attachment A, Proposer’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 offer. COR3 will corroborate this information. It is mandatory that proposers shall present a DUNS number with the proposal identifying the entity.

Each Proposer’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 Proposer or any of its principals, officers, directors and partners. Therefore, if a state, federal or local agency has terminated any contract with a Proposer for default, the Proposer will not be eligible to submit a Proposal in response to this RFP.

In addition, each Proposer shall certify that none of its principals, directors, officers or partners have been convicted or are under any investigation by any state, federal forum, or in any other country, of the crimes identified under PR Law No. 458 of December 29, 2000, as amended. Certifications must encompass the prior experience of any and all principals, officers, directors and partners of the Proposer, including prior corporate entities.

In addition, the Proposer must disclose the following information as part of their proposal:

- Actual, apparent and potential conflicts;
- Ownership interests
- Identification of Officers, Directors, and Partners of bidding entities; and
- Overlapping ownership interests or Directorships in other companies.

**Conflicts:** All Proposers must certify that neither the Proposer, nor any employee thereof, has any conflict of interest, either direct or indirect, about the services sought herein pursuant to Federal or state law and regulations.

**Confidentiality of Proposals:** COR3 shall have no obligation to treat any information submitted in connection with a Proposal as proprietary or confidential unless (i) the Proposer 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

protection and disclosure of such information shall at all times be subject to applicable law. If the Proposer desires to identify any information in its Proposal as proprietary or confidential, it shall limit such designation to only those particular portions of the Proposal that actually constitute proprietary information, trade secrets, or other confidential matters or data. Identification of the entire Proposal or entire sections of the Proposal or other overly broad designations as confidential or proprietary are strongly discouraged and may result in the Proposal being deemed unresponsive. COR3 shall have the right to use all portions of the Proposal, other than those portions identified and marked as confidential or proprietary, as it considers necessary or desirable in connection with this RFP; and, by the submission of the Proposal, the Proposer thereby grants to COR3 an unrestricted license to use such unrestricted portions of the Proposal.

## **CONTRACTING REQUIREMENTS**

All Proposers are advised that the Selected Proposer shall comply with all public contracting requirements set forth in the Treasury Department's Circular Letter No. 1300-25-14, dated March 10, 2014, in connection to payment of income, and personal and real property taxes. The Selected Proposer, upon Notice of Award, shall submit all certifications required under the cited circular letter.

Also, the Selected Proposer must be prepared to submit all certifications compliance with Puerto Rico Treasury Department's requirements for contracting with the government regarding income and property (CRIM) taxes. These requirements are in accordance with Circular in Letter No. 1300-13-97, dated April 11, 1997 stating instructions for the implementation of Administrative Bulletin No. OE-1 191-24 from the Governor's Office dated August 18, 1991 amended by Administrative Bulletin No. OE-1992-52 from the Governor's Office dated August 28, 1992.

**Required Certifications from the Selected Proposer:** The Selected Proposer shall immediately submit upon Notice of Award receipt:

- a) Last Five Years Income Tax Form Filing, Puerto Rico Internal Revenue (Hacienda) Department certification
- b) No Debt certification, Puerto Rico Internal Revenue (Hacienda) Department
- c) Sales Tax Form Filing, Puerto Rico Internal Revenue (Hacienda) Department  
Sales Tax No Debt certification, Puerto Rico Internal Revenue (Hacienda) Department
- d) No Debt, Puerto Rico Municipal Taxes Collection Center (CRIM)
- e) Property Tax Form Filing, CRIM
- f) Employer Unemployment Filing, Puerto Rico Labor Department certification
- g) Driver (Chauffer) Insurance Filing, Puerto Rico Labor Department certification
- h) Minors Support Filing, ASUME certification
- i) Good Standing Certificate (corporations only), Puerto Rico Department of State
- j) Corporate Resolution authorizing officer to sign the contract
- k) Sworn Statement, PR Law 428, December 20, 2000, as amended

By submitting a Proposal, each Proposer 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 (as defined in the Agreement), including all exhibits and attachments hereto. Each Proposer also accepts all terms and conditions of this RFP and any amendment thereof. The Proposal and any additional information submitted by the Proposer or negotiated between Proposer and COR3 prior to

selection, together with this RFP and any addenda hereto, will serve as confirmations of Proposer's acceptance of all terms and conditions therein.

Proposer, by submitting a proposal, acknowledges and accepts that the final agreement with COR3 will include all contract clauses required by 2 CRF 200, as applicable, and that it is able to comply with the requirements therein.

**Equal Opportunity Employment and Use of Small, Minority, and Woman-Owned Businesses:** COR3 is an equal-opportunity employer, and strongly encourages vendors to include and involve small, minority, and woman-owned businesses as part of their proposals. Selected Proposer shall comply with all applicable state 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.

**Local Parties:** COR3 encourages Proposers 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. Proposers 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.

## 5. Invoicing/Payment

Proposer shall submit invoices on a monthly basis to COR3 for services provided. Invoices shall be complete and correct and shall be documented in a manner that meets current federal requirements for reimbursement.

All invoices shall be submitted within thirty (30) days from the end of the month in which the work was performed. Invoices shall be provided in an acceptable format to COR3, in both an electronic and hard copy format, with detailed daily reports from personnel and receipts provided as supporting documentation. The invoices shall be submitted in accordance with federal, state, and local rules, regulations, and laws.

All labor rates proposed are to be broken out by job category and represent the total labor-related cost, including all taxes, benefits, overhead, etc. No back-office administrative, reporting, invoice preparation, and/or clerical expenses will be paid.

Only necessary expenses shall be authorized and must be approved by COR3 in advance. Receipts must be provided for all expenses other than per-diem (if appropriate). Privately-owned vehicle mileage charges, if any, shall be documented using a map that documents the exact mileage for the trip that was taken. All expenses shall be charged to COR3 at actual cost without any mark-up.

**Payment Schedule:** Invoices will be processed for payment only after approval by COR3's Contract Manager or his designee, and after FEMA / COR3 review and approval of expenses. Approval for payment shall not be granted until appropriate and quality deliverables are received, and documentation is provided and determined to be correct, accurate, and consistent with COR3, Government of Puerto Rico, and federal reimbursement requirements. Proposers should expect to be paid within 90 days of invoice acceptance. For these reasons, Proposers should demonstrate in

their Proposals that they have sufficient financial capacity to continue to pay all staff and subcontractors in a timely manner and continue to perform under any eventual contract with COR3 without interruption or delay for at least that period of time.

## 6. FEMA Super Circular, 2CFR Chapter II, Part 200 et al

For any contract resulting from this RFP, compliance with FEMA Super Circular “2 CFR Chapter 2, Part 200 et. al.” will be required. Links to the FEMA Super Circular are listed below:

[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

<https://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>

## 7. Minimum Contract Requirements

The Proposer acknowledges that the contract to be awarded will include as a minimum the scope of work here stipulated. The Proposer understands and agrees that all applicable local and federal contract provisions will be included in any contract with the Agency including but not limited to provisions found at 2 CFR 200.322, 2CFR 200.326 and Appendix II to Part 200.

### General Federal Grant Requirements

Because the contract may be funded with federal funds, the contract shall be governed by certain federal terms and conditions for federal grants, such as the OMB applicable circulars. Proponent shall provide a description of experience with such grant requirements and affirmatively represent and certify that the Proponent 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.

### 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 2. Proponent shall provide a description of experience with such requirements and affirmatively represent and certify that the Proponent shall adhere to the terms and conditions set forth at **Attachment B**, and any subsequent changes made by HUD.

### 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, Proponent 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 Proponent shall adhere to the terms and conditions set forth by that agency.

### **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal 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 the recipient. Certification is included as **Attachment C**.

## **8. Submittal of Questions and Final Proposals**

This RFP is subject to the timeline specified above. Questions that any prospective Proposer might have shall be submitted by no later than 1500 hours (3:00 PM), Puerto Rico Time, on **May 13, 2019**. Questions shall be submitted by email only to [info@COR3.pr.gov](mailto:info@COR3.pr.gov).

COR3 will endeavor to respond to questions as quickly as possible and will provide copies of responses to all questions received to all Proposers. Any Proposer that submits questions will be copied on all future communications related to and RFP addenda, clarifications, and/or selection process.

If any prospective Proposer does not have questions but still plans to submit a response, said bidder(s) must also provide an email to the same email by the same time as outlined above to receive future communications about the RFP, responses to vendor questions, or other matters related to the RFP selection process. To receive this information, the Proposer must submit the name of the firm, a statement expressing the firm's intent to submit a response to this RFP, and the name and contact information for the individual they wish to receive RFP-related information.

Any interpretations, corrections or changes to this RFP and specifications will be made by addendum. Sole issuing authority of addenda shall be vested in the COR3's Executive Director's Office. Any changes to specifications will be made in writing and posted on the COR3 website at: [www.cor3.pr](http://www.cor3.pr)

Respondents shall acknowledge receipt of all addenda on the Proposal form found as **Attachment D**.

Proposals are to be submitted by no later than 15:00 hours (3:00 PM), Puerto Rico Time, on **May 24, 2019** and **shall be submitted by email** to the following address: [info@COR3.pr.gov](mailto:info@COR3.pr.gov).

Submittals must be received by the time and date above; late submittals will not be accepted and evaluated.

## **9. Proposal Format**

Proposals are to be no longer than 70 pages in length, to include all attachments and resumes. Please read carefully. The structure for Proposals should be as follows:

- 1. Cover Page:** Identifying the name of the RFP, the Proposer name, the point of contact and associated contact information, and the date of submittal. Please address all Proposals to:

Central Recovery and Reconstruction Office of Puerto Rico,  
a division within the Puerto Rico Public-Private Partnerships Authority  
COR3-RFP-2019-02  
Attention: Omar J. Marrero, Esq. – Executive Director P3 Authority  
Email: info@cor3.pr.gov

- 2. Transmittal Letter (2 pages):** This should provide a brief overview of the key elements of the Proposer's Proposal and why the Proposer should be selected. The transmittal letter should include the Proposer's certification that they have read and understand the requirements of the RFP (and any addenda that may be released) and agree to comply. This letter should be signed by an official with the legal authority to bind the Proposer; if a corporation, a corporate resolution must be included as an annex authorizing the official who signs the Proposal. The letter shall include a statement that the proposal and terms within are to be valid for a minimum of one-hundred and twenty (120) days. If Addenda has been issued by COR3, acknowledgement of Addenda by number and date must be included in this letter.
- 3. Firm experience and Financial Capacity (maximum 12 pages):** Describe the past history and experience of the firm as it relates to the proposed scope of work, specifically focusing on governmental affairs and other areas the Proposer believes demonstrates their relevant qualifications and experience. Any subcontractors should be named, along with a description of those firm(s) experience and what role they will play on the Proposer's team. Describe the Proposer's experience with projects of similar size and approximate value of the one identified in this RFP, and with FEMA program and regulatory requirements. Proposers should describe the Proposer's demonstrated capability to provide the staffing with the qualifications required in this RFP through the term of the expected contract. (Include Fiscal Oversight Management Board requirements)

A minimum of four (4) references of the Proposer (as Prime Contractor) shall be provided, offering a brief summary of the work that was done and how it relates to the scope of work under this RFP. Each reference should include a point of contact name, their title, the name of the organization they represent, and their phone and email information so that they may be contacted by COR3 or their designee(s). The Proposer is encouraged to provide up to two (2) references from identified subcontractors if the work that they performed for those references is directly related to the requirements of this RFP and the role that said subcontractors will play as part of the Proposer's team.

Proposer should also include a copy of their most recent audited financial statement, along with a summary as to why the Proposer believes that and any other relevant information provided demonstrates the firm's financial capacity to pay employees and subcontractors even when awaiting payment of invoices under this engagement. This section should also include a statement making a firm commitment that the Proposer will pay its employees

and sub-contractors without regard to the timing of payment by COR3 and the Government of Puerto Rico.

- 4. Proposed Approach and Organization (maximum 8 pages):** Proposers should provide an organizational structure and proposed staffing pattern (including number of personnel) that they would anticipate utilizing to deliver the required services contemplated under this RFP and provide a detailed explanation as to how they would approach and manage the engagement to ensure efficiency, transparency, and positive outcomes. Proposers are encouraged to include information about any unique or specialized approaches and capabilities they will bring to the engagement.
- 5. Proposed Personnel and Experience (including Key Personnel):** This need not be an exhaustive list of personnel to be assigned, however it should demonstrate the availability and qualifications of personnel to manage and lead each element of your proposed organizational structure as per **Attachment E**. This section should include a statement that clearly confirms that the personnel named and offered are available and are committed to participate on-site in Puerto Rico in support of this project on a full-time basis. Resumes highlighting relevant experience of each proposed team member of not more than 1 page each should be provided for all personnel the Proposer wishes to be evaluated for scoring purposes.
- 6. Inclusion of Small, Minority and Woman-Owned Businesses (maximum 2 pages):** Proposers should provide an explanation on how they are including small, minority and woman-owned businesses as part of their team, and how much work they estimate will be provided to those firms in this engagement. Firms to be utilized as part of the Proposer's team need to be identified and described in this section.
- 7. Cost Proposal:** The Proposer should provide a complete labor table as provided in **Attachment E** in this proposal. It is expected that the selected Proposer will provide regular management and reporting systems described in this RFP at no additional cost to COR3 or the Government of Puerto Rico.
- 8. Evidence of Insurance:** Proposer shall submit along with the proposal evidence of insurance that meets or exceeds the requirements of the RFP, a signed certified statement from an official legally authorized to bind the Proposer that commits the Proposer to deliver evidence within seven (7) days of selection that:
  - a. The **Central Recovery and Reconstruction Office** and **FEMA** have been listed as a named insured under their insurance for purposes of this engagement;

## 10. Proposal Evaluation

COR3 will review all qualified responses to this RFP and select the proposal that is determined to be in the best public interest in accordance with the intent of this RFP. All proposals will first be screened for completeness and adherence to the requirements of this RFP. COR3 will not consider substantively incomplete or non-responsive proposals. A non-responsive proposal is a proposal that was not submitted in a timely manner, or that fails to meet the material terms and conditions of this RFP as determined by the Government of Puerto Rico.

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

The Proposals received in response to this RFP will be evaluated and ranked, by a Proposal Evaluation Committee in accordance with the process and evaluation criteria contained below. The Evaluation Committee shall be composed of three members appointed by COR3 Executive Director.

After thoroughly reading and reviewing this RFP, each Evaluation Committee member shall conduct his or her independent evaluation of the proposals received and grade the responses on their merit in accordance with the evaluation criteria set forth in the following table. Point assignments for each evaluation criterion will be at the discretion of each Evaluation Committee member. Total Point assignments from each Committee member will be added together for a total overall score. This total score for each Proposer will determine the order of the Proposer's ranking.

If two or more of the top-ranking Proposers score within 10 points from each other, COR3 reserves the right (but not the obligation) to request that those Proposers participate in a face-to-face or telephone interview and/or provide additional written information. If this occurs, only those Proposers will be under consideration for eventual contract award. Proposers will be provided the opportunity to make a brief presentation based entirely upon their proposal, and the Evaluation Committee will be able to ask questions related to their review of the Proposer's proposal or consistent with the intent of the RFP. Based on the results of the interview and/or review of the additional information submitted for review, Evaluation Committee members will each assign *up to an additional 25 points* to each Proposer's score, and the average of the score assigned by each Evaluation Committee Member for each Proposer will be used to modify the final rankings. The COR3 may award multiple contracts based on company qualifications.

In addition, the contracts awarded by this solicitation may be used by any political subdivision of the Government of Puerto Rico or eligible FEMA Public Assistance sub-grantee upon the consent of the COR3, the prospective political subdivision or eligible sub-grantee, and the Proposer.

Due to the exigencies related to the work that needs to be done as a result of this RFP, time is of the essence.

Criteria for proposal evaluation are as follows:

### **Experience, References, and Capacity**

Respondents must demonstrate experience and success in national, local and international governmental affairs. Particular consideration will be given to respondents who have knowledge and expertise in FEMA and CDBG-DR, knowledge and expertise in housing, energy, and construction industry. Previous experience with hurricane relief funded programs, will be factored into experience. 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.

### **Proposed Approach**

Respondents that outline a clear and straightforward approach to staffing and working with COR3 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 COR3 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.

### **Cost and Financial Capacity**

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.

### **Integration of Local Parties**

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 COR3 to encourage Respondents to engage Local Parties as Team Members and Key Individuals (particularly with respect to design, construction, operations and maintenance and equity providers) 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.

Upon completion of scoring and any interviews that may be conducted, the Evaluation Committee will prepare a Notice of Award Recommendation (or cancelation) document with the signature of all Committee members. Once a final recommendation for the award is obtain (or cancelation) from the Evaluation Committee to the Executive Director (ED), the ED can accept or determine to cancel the RFP process, before a Contract is signed. All Proposers shall receive copy of the final determination.

If awarded, contracting procedure allows 10 calendar days after the award notification to Selected Proposer to submit all required documentation for the contract execution.

## **11. Proposal Additional Information**

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

Issuance of this RFP does not constitute a commitment by COR3 and the Authority to award a contract. The COR3 reserves the right to accept or reject, in whole or part, 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 of Puerto Rico.

The COR3 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 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 P3's Executive Director.

## **11.2 Ownership of Proposal**

All materials submitted in response to this RFP shall become the property of COR3. Selection or rejection of a proposal does not affect this provision.

## **11.3 Cost of Preparing Proposals**

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

## **11.4 Errors and Omissions in Proposal**

COR3 reserves the right to reject a proposal 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 respondent, without opening up clarifications for all respondents.

## **12. ATTACHMENTS**

1. Attachment A – Proposer's Good Standing, Limited Denial of Participation (LDP)/Suspension or Debarment Status, Legal Issues, Ownership Structures, and Conflicts
2. Attachment B – HUD General Provisions
3. Attachment C – Anti-Lobbying Certificate
4. Attachment D – Acknowledgement of Receipt of Addenda Form
5. Attachment E – Hourly Rates and Cost Proposal Form



## **CERTIFICATION**

The prospective primary proposer certifies to the best of its knowledge and belief, that it and its Officers, Directors, and Partners of proposing entities:

(a) are in Good Standing with any and all Federal, State and local agencies that has or had a contractual relationship with the Proposer or any of its Officers, Directors, and Partners of proposing entity

(b) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, and local department or agency;

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; including PR Law No. 458 of December 29, 2000, as amended

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

\_\_\_\_\_  
Primary Proposer's Name

\_\_\_\_\_  
Primary Proposer's Authorized Representative Signature (If Corporation, Signed and Sealed)

\_\_\_\_\_  
Date

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective proposer shall attach an explanation to this proposal.

## **Attachment B 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. 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**

PREPA 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 PREPA. 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**

PREPA, 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 PREPA 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 INVESTIONS 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 PREPA 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 PREPA is able to assess such actual or potential conflict. The Contractor shall provide PREPA any additional information necessary for PREPA to fully assess and address such actual or potential conflict of

interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by PREPA, 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 PREPA. 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:
  - a) Recruitment, advertising, and job application procedures;
  - b) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  - c) Rates of pay or any other form of compensation and changes in compensation;
  - d) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - e) Leaves of absence, sick leave, or any other leave;
  - f) Fringe benefits available by virtue of employment, whether or not administered by the contractor;
  - g) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - h) Activities sponsored by the contractor including social or recreational programs; and
  - i) 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 proposal guarantee from each proposal equivalent to five percent of the proposal price. The "proposal guarantee" shall consist of a firm commitment such as a proposal bond, certified check, or other negotiable instrument accompanying a proposal as assurance that the Proponent will, upon acceptance of his proposal, 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 PREPA 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.

## Attachment C

### 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 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 Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

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Signature of Contractor's Authorized Official

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Name and Title of Contractor's Authorized Official

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Date

**ATTACHMENT D**

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM**

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

<b>ADDENDUM NUMBER</b>	<b>DATE OF ADDENDUM</b>	<b>ACKNOWLEDGEMENT</b>

**NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS  
BID/PROPOSAL/CONTRACT.**

**ACKNOWLEDGEMENT:**

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***IMPORTANT NOTICE:***

**THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL PROPOSERS. 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

