

Government of Puerto Rico
Puerto Rico Planning Board
San Juan, Puerto Rico



HMGP 4339-0001-PR

REQUEST FOR QUOTE

Proposal Due Date: February 21, 2020, 12:00pm AST

Proposal Reference Number: RFQ-2020-001

Project Title: L-273 Floodplain Management Training

Issue Date: February 18, 2020

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I. RFQ Description

A. Project Overview

The Puerto Rico Planning Board (the “PRPB”) is issuing this Request for Quotes (this “RFQ”) to solicit offers from interested and qualified training services companies that do not have legal impediments to contract with the Government of Puerto Rico or with the federal government to provide services to the PRPB and primarily to the Puerto Rico Planning Board. This Project will be developed in accordance with the Federal Post Disaster Code Enforcement – Island- Grant under the Hazard Mitigation Grant Program (FEMA-4339-DR-PR/HMPG Project #4339-0001) (the “Grant”).

This RFQ and the contract to be executed between the PRPB and the successful Proponent(s) are governed by certain federal terms and conditions for federal grants. The Appendix to this RFQ contains a listing of these required terms and conditions that must be acknowledged by the Proponents as part of each Proposal. Any funds disallowed by any federal grantor shall be disallowed from fee or compensation to the selected Proponent. Accordingly, Proponents shall comply with all applicable federal requirements during their participation in this RFQ, including all requirements set forth in 2 CFR, Part 200, which clearly outline methods of procurement to be followed by non-federal entities, in addition to following all applicable requirements of Puerto Rico laws and regulations.

B. Inquiries, Addenda and Materials

1. RFQ Inquiries and Correspondence

All inquiries and correspondence related to requirements or processes of this RFQ should use the Project title “RFQ- 2020-001” and must only be submitted in writing electronically no later than **February 20, 2020** to the contact address provided in Section II.

If a Proponent believes that specific matters are not sufficiently described or explained in the RFQ, or that a conflict or discrepancy exists between or within the RFQ, or with any Applicable Laws or Regulations or other standard or requirement, the Proponent shall submit a written request for clarification to the PRPB as provided above.

Inquiries, requests for clarification presented, and all replies will be posted to

<http://jp.pr.gov> on or before **February 20, 2020**, which is the last day for publishing addenda on the PRPB's website.

2. Replies and Addenda; Amendments

Responses to inquiries, which directly affect an interpretation or effect a change to this RFQ will be issued in writing by addendum and posted to <http://jp.pr.gov>. All such addenda issued by PRPB prior to the submittal deadline shall be considered part of this RFQ. PRPB shall not be bound by any reply to any inquiry unless such reply is made in writing and formally included as a published addendum.

PRPB may change or revise any part of this RFQ by issuing an amendment in the form of an addendum to the RFQ. The last day for publishing an addendum on the PRPB website will be **February 20, 2020**.

3. Acknowledgement of Addenda

All addenda to the RFQ will be posted to PRPB's website. The proponent must exercise due care and is responsible for visiting PRPB's website to learn of and review any published addenda. Any proposal that does not adhere to all published addenda will be considered non-responsive.

C. Notification of Errors or Omissions

Proponents should use the utmost care to make sure their proposals are complete and error-free when submitted. Proposals may be corrected at any time before the submission deadline. After deadline, the proponent bears the burden of submitting an adequately written proposal that contains all the information required under this solicitation. PRPB may allow a proponent to correct a mistake or clerical error in a Proposal through clarifications (as opposed to discussions), only when both the existence of the mistake or error and the amount intended by the proponent are apparent from the face of the Proposal. Mistakes or clerical errors shall not be used to cure proposal deficiencies or material omissions, materially alter the technical or cost elements of the proposal, and/or otherwise revise the proposal.

PRPB shall not be responsible or liable for any errors and/or misrepresentation that results from solicitations that are inadvertently incomplete, ambiguous, inconsistent, or obviously erroneous.

D. Ownership of Proposal

All materials submitted in response to this RFQ shall become the property of PRPB. The PRPB may use any Proponent's Proposal material in any legal manner, including the public disclosure of such information. Selection or rejection of a proposal does not affect this provision.

E. Non-contractual Nature of the RFQ

This RFQ is not binding on the PRPB. Issuance of this RFQ does not constitute a commitment by PRPB to award a contract.

This RFQ has been prepared solely to solicit Proposals. This is not a contract offer. The only document that will be binding on the PRPB will be the Contract duly executed by and between the PRPB and the successful Proponent after the selection process and the award of a Contract in adherence to all federal and state procurement and contracting laws and regulations.

F. Cancellation of the RFQ

The PRPB or the Government of Puerto Rico may cancel this RFQ, postpone the Proposal Due Date or cancel the award of a contract at any time prior to the date of execution of a Contract.

II. Contact Information and RFQ Schedule

A. RFQ Contact

Proposals must be submitted electronically to the following contact:

Puerto Rico Planning Board
Post Disaster Code Enforcement (DR-4339-0001-PR)
Attention: María del C. Gordillo Pérez – Chairwoman (PRPB)
RFP@jp.pr.gov

B. RFQ Schedule

The following is the projected schedule for this RFQ. This schedule is subject to change at the discretion of PRPB. Changes to the schedule will be published on PRPB's website as an addendum. It is the responsibility of respondents to

periodically review the website for any changes to this timeline.

Table 1 - RFQ Schedule

| TARGET DATE | EVENT |
|--------------------------|---|
| February 18, 2020 | Publication of RFQ |
| February 21, 2020 | Proposal submission deadline (1200 AST) |
| February 25, 2019 | Selection |

III. Description of the Grant and Project Objectives

Hurricanes Irma and Maria caused catastrophic damage throughout Puerto Rico. Preliminary assessments established that, approximately, 250,000 properties were damaged as a result. Of these, it is estimated that 85,000 to 90,000 structures were informally constructed, meaning that they were not built in compliance with governing construction codes (“Codes”). Preliminary assessments of the damage that occurred to private, public, residential, and commercial buildings indicate that structures built in compliance with codes had significantly higher success rates in withstanding the high winds and flooding that Hurricanes Irma and Maria brought to the island.

The federal grant obtained by the PRPB will allow the PRPB to hire and maintain a sufficient number of Code Enforcement officials on staff for both PRPB and OGPe and will result in a financially self-sufficient program going forward. This self-sufficiency is critical to build capability and capacity, so that proper Code Enforcement may occur and the rate of informal construction – which is a threat to public health and safety – will be significantly decreased, with the future goal of eradicating it completely.

Part of the PRPB’s objectives for the Project are to:

1. Build the capacity of the personnel engaged in the Enforcement of Applicable Laws and Regulations and Codes (“Enforcement Personnel”) and to support Enforcement Personnel of the PRPB, OGPe, and Tier 5 Municipalities.
2. Increase OGPe’s capacity to issue permits in accordance with Applicable Laws and Regulations and Codes for all construction types, to reduce vulnerability to natural hazards such as hurricanes, earthquakes, and flooding, as well as any other disasters.

3. Enhance and strengthen the decision-making process through systemic data collection (i.e., construction type, materials, etc.), to help identify and evaluate vulnerabilities, hazards, and risks from natural and other hazards, to ensure that risk-appropriate building Codes, methods, and practices are implemented.
4. Substantially increase the number of technical experts available to assist with compliance and Enforcement in the future. For example, increasing the number of Certified Floodplain Managers (CFM) on the island will help ensure enforcement of and compliance with flood damage prevention ordinances and floodplain management requirements and best practices.
5. Establish a methodology to measure the impacts of this proposed work, with an emphasis on reducing the number of “informally” constructed structures to allow the PRPB and OGPe to make necessary adjustments as the programs envisioned by the Grant move forward.

To achieve these objectives, the Grant will support and enhance an island-wide program to enforce planning and zoning requirements, permit regulations, and building codes, resulting in significant reduction or eradication of informal construction in Puerto Rico and creating a more resilient building stock. This support and enhancement will come through a multi-layered approach, designed to create a strong foundation for Puerto Rico’s future:

1. Increased staff support for both the PRPB and OGPe;
2. Investment in technological solutions to support operations;
3. Establishment of a robust, recurring training curriculum & outreach program;
4. Increased data collection and sharing between GPR Entities; and
5. Increased pool of trained experts to maintain and enhance resiliency and compliance in the future.

To support this work, the Grant proposes capacity building by increasing the number of PRPB and OGPe personnel. Key to this work is the role of OGPe inspectors to promote and ensure compliance with Applicable Laws and Regulations. This will increase the capability and capacity of OGPe personnel, who review permits presented by professional engineers and architects in order to ensure compliance with Applicable Laws and Regulations and Codes.

To ensure efficiency, the Grant will incorporate technology solutions, such as

Geographic Information Systems (GIS), satellite imagery, enhancement of the permits management system, and field collection tools, among other technologies. These technologies will create more efficiency in the permitting and inspection processes.

Finally, the Grant will have a decreased federal share over time, as the income generated by permitting and enforcement activities will be used to maintain staff and resources for a self-sustaining program, to ensure that the Government of Puerto Rico maintains compliance with Applicable Laws and Regulations and Codes, resulting in a more resilient and protected island.

IV. Scope of Work and Services

A. Overview of Services

The Puerto Rico Planning Board is seeking the services of a qualified individual or organization to provide training services to its preselected individuals. Training should also aid those wishing to take the OFMA/ASFPM Certified Floodplain Manager Exam. Since not all CFM exam topics are covered in L-273 course materials, respondents need to aid in augmenting the training program to cover the necessary topics. The specific training required is discussed below:

1. Course Number: FEMA L-273
2. Course Description: Four-day course designed to provide a comprehensive, organized training opportunity for local officials responsible for administering their local floodplain management ordinance. The course focuses in-depth on the NFIP and concepts of floodplain management, maps and studies, ordinance administration, mitigation, flood insurance, BFE determination, elevation certificates, and the relationship between floodplain management and flood insurance.
3. Attendees: Local officials responsible for administering local floodplain management ordinances, including but not limited to floodplain management administrators, building inspectors, code enforcement/zoning officers, conservation agents and commissioners, planners, city/county managers, attorneys, engineers, and public works officials. Federal/State/regional floodplain managers also are encouraged to attend. The course is designed for those officials with less than 3 years of floodplain management experience.
4. Course Prerequisites identified are: Flood Insurance Rate Map (FIRM) tutorial (30 minutes); Flood Insurance Studies (FIS) tutorial (40 minutes)
5. Number of attendees is estimated to be 50 trainees. Training sessions are expected to spread over a 3-month windows with class sizes not to exceed 20 trainees. It is also anticipated that except for the first 4-day training session, CFM 3-hour exams will be scheduled immediately after the completion of any 4-day training session.

V. Notice to Proceed

Following the date of execution of the Contract, the PRPB will issue a notice to proceed (a “NTP”) with one or more phases of the Services to be provided thereunder. During the term of the Contract, the PRPB may issue additional partial NTPs with the remaining phases of the Services. The PRPB also may determine, at its sole discretion, to limit the Services. The PRPB may exercise this right not to authorize the continuation of any of the Services at any time during the term of the Contract by not issuing a NTP for said portion of the Services.

VI. Prohibited Communications

No Proponent, principal member of the Proponent, contractors or proposed subcontractors, nor any agent, consultant, attorney or anyone acting on behalf of the Proponent or any of its principal members or proposed subcontractors, shall communicate with the PRPB, or any other of the PRPB’s consultants working on the Project regarding this RFQ and any Proposal to be filed by any Proponent, including its own Proposal, or undertake any other communication related to this RFQ up to the time of the award of a Contract, except as provided in Section I.B.1, above or in meetings officially scheduled by the PRPB. Any violation of the restriction imposed by this section regarding communications may constitute grounds for rejection of a Proposal at any time.

VII. Most Advantageous Proposal

The PRPB intends to select as the successful Proponent, the responsible Proponent whose Proposal is determined to be most advantageous to the PRPB and the Project, with price and other factors considered.

This RFQ includes sufficient information to enable the Proponents to prepare and submit Proposals and all required documents for consideration and evaluation by the PRPB. The Proposals must be submitted in accordance with this RFQ, including all exhibits and addenda hereto, which shall be deemed to be an integrated set of Proposal requirements.

VIII. Proposal Submittal Requirements

A. How to Submit

All proposals must be submitted electronically to the contact identified in Section 2. No proposals will be accepted by any other means. Proposals submitted through any other means will be marked non-responsive. Proposals must be marked clearly

with the proposal number, proposal name, and closing date and time in the submission email. Unidentifiable proposals will be marked non-responsive.

B. Required Contents

All items in this RFQ are considered essential parts of the proposal package. Submittals must include the package in its entirety, and all forms must be signed in the appropriate places by an authorized representative of the Proponent. Proposals not including a complete, signed package will be considered non-responsive.

C. Submittal Deadline

The deadline for submittal of Proposals is 1200pm AST on February 21, 2020. It is the Proponent's responsibility to have all Proposal documents correctly submitted by the submittal deadline. No extensions will be granted, and no late proposals will be accepted. Any proposal received after **1200 AST on February 21, 2020** will be considered non-responsive.

Proponents are encouraged to submit their Proposals as soon as complete. The time and date of receipt as recorded by the email received shall be the official time of receipt. PRPB is not responsible for late submission regardless of the reason. Late proposals will not be considered under any circumstances.

D. Rejections, Alterations, or Withdrawals of Proposal Documents

Issuance of this RFQ does not constitute a commitment by PRPB to award a contract. PRPB may accept or reject, in whole or in part, any or all proposals submitted and/or to cancel this solicitation and reissue this RFQ or another version of it, if it deems doing so is in the best interest of Puerto Rico.

Any submitted proposal may be withdrawn, or a revised proposal submitted prior to the submittal deadline. Notice of withdrawal must be submitted in writing to the contact identified in Section II.A. Proposal documents may not be altered, amended (other than as provided in Section I.C), or withdrawn by the Proponent after the submittal deadline.

E. Validity of Proposal

Once the submittal deadline has passed, any proposal document shall constitute an irrevocable Proposal to provide the services set forth in the Scope of Services at the

price(s) shown in the Proposal document. Such proposal shall be irrevocable until the earlier of the expiration of 120 days from the submittal deadline, or until a contract has been awarded by PRPB.

IX. Evaluation and Selection

A. General

The PRPB will appoint a qualified Evaluation Committee to evaluate the Proposals submitted by Proponents (the “Evaluation Committee”) with representatives from OGPe and PRPB. The Evaluation Committee will evaluate and rank the Proposals received pursuant to this RFQ in accordance with the criteria set forth below.

Following review of all Proposals received, the Evaluation Committee may, but is not required to, request individual interviews with Proponents determined to be in the competitive range. The competitive range will include those Proponents who, after evaluation and scoring of their Proposals, appear to have the greatest potential to satisfy the terms and conditions of the RFQ. The purpose of these interviews will be for the Evaluation Committee to meet the staff of the Proponent who would be assigned to manage this Project, clarify their Proposal, and negotiate fees.

Time is of the essence in conducting the Proposal evaluations. The Evaluation Committee will score each proposal and rank them in descending order. If there is no need to conduct discussions or negotiations with the top ranked Proposer, the PRPB may award a contract without discussions. If there is a need to conduct discussions or negotiations, the Evaluation Committee will determine which Proposers, in the competitive range, will participate. Proposers may be afforded the opportunity to submit a best and final offer (price).

B. Completeness

A Proposal must be complete or will be rejected. If the Proposal is incomplete or otherwise fails to conform to the requirements of the RFQ, or if the variance from the requirements is so significant as to render the Proposal non-responsive, the Proposal will be rejected as non-responsive. All Proposals deemed complete and meeting the Proposal submission requirements will be evaluated.

C. Evaluation Criteria

Each responsive Proposal meeting all submission requirements will be

independently evaluated by the Evaluation Committee, which will assign a score for each evaluation criteria up to the maximum points.

Table 2 – Evaluation Criteria’s

| CRITERIA | MAXIMUMS POINTS |
|---|-------------------|
| Qualifications and Experience | 40 points |
| Training & Certification Exam Preparation Methodology Please explain your process for preparing candidates for CFM exam covering material not covered in the L-273 regular training sessions. | 20 points |
| Pricing and Pricing Methodology Proposals will be evaluated on the price proposal. | 30 points |
| Commitment to Complying with all Applicable Federal and Puerto Rico Regulations Respondents must demonstrate a commitment to complying with all applicable federal and Puerto Rico regulations. Adherence to strong ethical and integrity practices and an unequivocal commitment to solid administrative practices are essential to PRPB. A thorough understanding federal and Puerto Rico requirements is essential to project success. | 10 points |
| Total | 100 points |

D. Selection

Following the completion of the evaluation process, the Evaluation Committee will recommend to the PRPB the contractor(s) who has/have the highest scores on the evaluation criteria. The PRPB will review the recommendation to ensure its compliance with the RFQ process and criteria before concurring with the Evaluation Committee’s recommendation.

E. Ambiguity

Any ambiguity in the proposal because of omission, error, lack of clarity, or non-compliance by the proposer with specification, instructions, and all conditions shall be construed in the favor of PRPB.

F. Unit Prices and Extensions

If unit prices and their extensions do not coincide, PRPB may accept the price most beneficial to PRPB. The Proponent will be bound thereby.

G. Additional Information

PRPB may request any other information necessary to determine the Proponent's ability to meet the minimum standards required by this RFQ.

H. Partial Contract Award

PRPB reserves the right to award one (1) contract for some of all of the requirements proposed or award multiple contracts for various portions of the requirements to different Proponents based on the unit priced proposed in response to this RFQ, or to reject any and all proposals and re-solicit for proposals, as deemed to be in the best interest of PRPB and the Government of Puerto Rico.

I. No Commitment

This RFQ does not commit the PRPB to award any costs or pay any costs or to award any contract, or to pay any costs associated with or incurred in the preparation of a Proposal to respond to this RFQ, or to procure or contract for services or supplies.

J. Pre-award Protest Procedures

Any actual or prospective Proponent who is allegedly involved with this solicitation or award of a Contract based on its Proposal may submit a protest to the RFQ specifications or to the exclusion from the competitive range (a "Protest"), if the PRPB decides to determine one. If a competitive range is used, the excluded proponents will be notified of their exclusion with a brief explanation of the grounds for the decision. The protest must be submitted in writing to the contact identified in Section II within three (3) working days after such aggrieved person knows of or should have known of the facts giving rise thereto. If the protest is not resolved by agreement, PRPB will promptly issue a decision in writing to the protesting party.

1. All Protests lodged by potential or actual contractors or Proponents must be made in writing and contain the following information:

- a. Name, address, and telephone number of the protestor.
 - b. Identification of the solicitation or contract number and title.
 - c. A detailed statement of the Protest's legal and factual grounds, including copies of relevant documents.
 - d. Identification of the issue(s) to be resolved and a statement of what relief is requested
 - e. Arguments and authorities in support of the Protest
 - f. A statement that copies of the Protest have been mailed or delivered to all interested parties in the RFQ process. In the case of RFQs, the contact identified in Section II shall ask the protestor to mail or deliver the protest to interested parties.
2. The contact identified in Section II has the authority to render the final determination regarding the protest. Any determination rendered by the contact identified in Section 2 shall be final.

Post award reconsideration and judicial review are governed by PR Act No. 38 of 2017 known as the Uniform Administrative Procedures Act of the Government of Puerto Rico, 3 L.P.R.A. sec. 9601, *et seq.*

K. Single Proposal Response

If only one Proposal is received in response to this RFQ, a detailed cost proposal may be requested of the single Proponent. A cost/price analysis and evaluation and/or audit will be performed of the cost Proposal to determine if the price is fair and reasonable, in accordance with 2 CFR, §200.323.

L. Other Considerations

In general, the PRPB also may consider, without limitation, any of the following issues when determining whether a Proponent is qualified to undertake the Project:

1. Whether the Proposal complies with the PRPB 's objectives and the RFQ;

2. The Proponent's reputation and commercial integrity, including its record of compliance with previous public and private clients;
3. Any other applicable condition of the RFQ or Applicable Law and Regulations.

X. Small and Minority-Owned Businesses, Women's Business

A. Enterprises, and Labor Surplus Firms

In accordance with 2 CFR, §200.321, it is the policy of the Government of Puerto Rico and PRPB to stimulate growth of local minority and women-owned business enterprises (M/WBE) by encouraging their participation in all phases of its contract and procurement activities and by affording them the opportunity to complete the all PRPB contracts. The purpose and objectives of this article are to:

1. Increase the capacity of local M/WBE firms to provide products and services.
2. Increase the opportunities for local M/WBE firms to expand their business with PRPB and other public and private sector business entities.

Provided, however nothing herein shall require PRPB to award contracts for services or procurements to a M/WBE which is not also the most responsive and responsible Proponent and otherwise qualified.

XI. Respondent Requirements

A. Legal Entities

All persons may participate in this RFQ; however, offerors that are corporations, partnerships, or any other legal entity, US mainland or Puerto Rico based, shall be properly registered or capable to be registered to do business in Puerto Rico at the time of the submission of their proposal, and shall comply with all applicable Puerto Rico and federal laws and/or requirements.

B. Required Qualifications

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

1. Respondent has adequate financial resources to perform the contract, or the ability to obtain them; financial statements for the previous 2 years or equivalent financial records must be included in the respondent's proposal. Respondents must also include documentation verifying they are not debarred or suspended from doing work with either the federal government or the Government of Puerto Rico.
2. Respondent can comply with an accelerated delivery and performance schedule.
3. Respondent has a satisfactory record of performance.
4. Respondent has a satisfactory record of integrity and business ethics.
5. Respondent has the necessary organizational, experience, accounting and operational controls, and technical skills to deliver the scope of services.
6. Neither the respondent nor any person or entity associated who is partnering with the respondent has been the subject of any adverse findings that would prevent PRPB from selecting the respondent. Such adverse findings include but are not limited to the following:
 - a. Negative findings from a federal Inspector General or from the US Government
 - b. Accountability Office (GAO), or from an Inspector General in another state;
 - c. Pending or unresolved legal action from the US Attorney General or from an
 - d. Attorney General in Puerto Rico or another state;
 - e. Pending litigation with the Government of Puerto Rico, or any other state;
 - f. Arson conviction or pending case;
 - g. Harassment conviction or pending case;
 - h. Puerto Rico, federal, or private mortgage in arrears, default, or foreclosure proceedings;

- i. In rem foreclosure;
- j. Sales tax lien or substantial tax arrears;
- k. Fair Housing violations or current litigation;
- l. Defaults under any federal or Puerto Rico sponsored program;
- m. A record of substantial building code violations or litigation against properties owned and/or managed by respondent or by any entity or individual that compromises the respondent;
- n. Past or pending voluntary or involuntary bankruptcy proceedings; or
- o. Conviction for fraud, bribery, or grand larceny or any felony listed in the PR Anticorruption Code of 2017.

XII. Conflicts of Interest

By the submission of a Proposal, the Proponent represents and warrants, for itself and each of its Principal Members (each, individually, a “Proponent Representative”), that:

1. No Proponent Representative, nor any of its partners, officers or employees is or has been an employee or assembly member of the PRPB within two (2) years prior to the Proposal Due Date.
2. No officer, employee, assembly member of the PRPB nor any member of their respective family units, has any direct or indirect economic interest in this Project or any Contract therefor and that no officer, employee, advisor or consultant of the PRPB nor any member of their respective family units has any interest or participation in the economic benefits or earnings related to this Project.
3. No Proponent Representative, nor any of their partners, officers, employees, directors, associates, advisors or consultants nor any member of their respective family units has any conflict of interest related to the provisions and obligations arising from this Project.
4. No Proponent Representative, nor any of its partners, officers, employees or directors has been convicted of or has pled guilty to any crime involving fraud, or

misuse or misappropriation of public funds.

5. No Proponent Representative currently employs, or intends to employ, a public official or any member of his or her immediate family.
6. No Proponent Representative has achieved or may achieve an unfair competitive advantage in the procurement of the Project due to other activities or relationships with the PRPB or other persons or entities.
7. By the submission of its Proposal, for itself and its respective employees, officers, board members and agents, that its participation in the RFQ process and, if selected, its engagement by the PRPB to perform the obligations under a Contract would not result in violation of the applicable provisions of the Government Ethics Law or in either a personal or an organizational conflict of interest.

Any contract awarded under this RFQ will preclude the selected respondent from representing before the PRPB any bidder other than those bidders or grantees who may be assigned under this contract during the period the contract is in effect.

Respondents are required to detail any other current or former advisory contracts the firm has/had with any entity of the GPR, or which bear any direct or indirect relation to the activities of the GPR. Further, provide a description of any recent historical or ongoing legal proceedings, interviews, or investigations being conducted by any US law Enforcement agencies involving the respondent's firm or team that are related to transactions executed in or on behalf of the Government of Puerto Rico, state agencies, and/or public corporations. In addition, provide a brief description of any work performed for any creditors or guarantors of the Government of Puerto Rico, a state agency, and/or a 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. A person or business, and their agents, who seek to contract or enter into an agreement with PRPB or the Government of Puerto Rico are required to file a conflict of interest questionnaire which is found in the Appendix. This questionnaire complies with 2 CFR, §200.112. This form must be submitted with the proposal. If no conflict exists, the Proposer must mark the form Not Applicable or NA.

At some point in the selection process, the PRPB may request information on any perceived conflict of interest. Also, the PRPB may in the future request a list of direct or indirect relationships the firm or its professionals must Board Members or executives of state agencies or public corporations. In the event of real or apparent conflicts of interest, GSA reserves the right, in the Government's best interest and at its sole discretion, to reject a

proposal outright or to impose additional conditions upon respondents. GSA reserves the right to cancel any contract awarded pursuant to this RFQ with 30 days of notice if an actual conflict of interest, or the appearance of such conflict, is not cured to GSA's satisfaction.

All existing consultants, contractors, and subcontractors of the P3 Authority and the COR3 are precluded from responding to the RFQs. P3 Authority and COR3 consider that it is important to avoid any perceived and/or real unfair advantages or conflicts.

If any question of real or apparent conflict of interest should arise, the determination of the PRPB as to such question shall be final and binding. The PRPB reserves the right, in the event it determines that a conflict of interest would arise, to reject all or any portion of any Proposal based on such conflict of interest.

XIII. Subcontractors

PRPB shall have a single prime contractor as the result of any contract negotiation. That prime contractor shall be responsible for all deliverables specified in this RFQ and the selected proposal. This general requirement notwithstanding, respondents may enter into subcontractor arrangements. However, the proposal must acknowledge the respondent's responsibility for the entire scope of services.

If the respondent intends to subcontract for portions of the work, the respondent should identify any subcontractor relationship(s) and include specific designations of the tasks to be performed by the subcontractor(s). Information required of the respondent to the RFQ shall also be required of each subcontractor. The prime contractor shall be the single point of contact for all subcontract work. The prime contractor shall pay the subcontractor(s); PRPB shall not be responsible for payment of any subcontractor. Unless provided for in the contract with PRPB, the prime contractor shall not contract with any other party for any services herein contracted without the express prior written approval of PRPB.

XIV. Proposal Format

The respondent's proposal shall be formatted according to this section. Failure to follow this format will result in the proposal being deemed non-responsive.

A. Cover Letter and Table of Contents (2 pages)

Provide a cover letter that includes certification that the information submitted, and the contents of the Proposal are true and accurate, and that the person signing the

cover letter is authorized to submit the proposal on behalf of the Proponent. 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.

B. Experience and Capacity (6-12 pages)

Detail at least 2 similar engagements and/or experiences with private and/or public-sector clients that demonstrate that the Proponent can provide the requested services to a high standard of quality. Each example must include:

1. Name of client organization;
2. Description of the engagement or experience and objectives of the project, including beginning and ending dates;
3. Information regarding the project that would demonstrate successful experiences by the client, because of the recommendations provided by the respondent. This may include performance metrics and improvements;
4. If the example involves a private-sector client, describe how the experience could be applied to the public sector.

PRPB may seek information from references regarding subjects that include, but are not limited to, the quality of the service(s) provided, the anticipated ability of the respondent to perform the services required by this RFQ, and the responsiveness of the respondent to the client during the engagement. Provide at least 3 references for the respondent and 2 each for any key placement personnel. Complete the reference information form included in the Appendix (does not count towards page limit). PRPB's inability to contact a reference will not be viewed favorably; respondents are therefore encouraged to use current references.

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 the requested services. Provide biographical summaries for key individuals and their proposed roles. (Complete resumes may be attached to the proposal and will not count towards the page limit.)

In addition, identify any potential sub-contractors 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 Proponent (name, title, location, telephone number, and email address), and the anticipated availability of the respondent's primary contact person for the anticipated life cycle of the Project.

C. Training & Certification Exam Preparation Methodology

Explain your process for **preparing candidates for CFM exam covering material not covered in the L-273 regular training sessions.**

D. Pricing and Pricing Methodology

Provide your company's pricing model. All rates should include any overhead, administrative, travel, expediting costs, or fees.

E. Commitment to Compliance with all Applicable Federal and Puerto Rico Regulations (2-4 pages)

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

F. Required Forms (Appendix)

All forms found in the Appendix to this RFQ must be completed (or marked NA) and submitted as part of the respondent's proposal. No portion of the forms contained in the Appendix shall count towards the page limit of the proposal.

G. Additional Information

1. Cost of Preparing Proposals

All costs associated with preparing a response to the RFQ are the sole responsibility of the respondent. PRPB shall not be liable for any costs incurred by the proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for an oral presentation or interview, and any other expenses incurred by the respondent to the RFQ are entirely the responsibility of the respondent and shall not be reimbursed in any manner by PRPB.

2. Payment Terms and Method of Payment

Compensation for services performed under the contract shall not exceed the maximum compensation authorized by the PRPB therein. PRPB agrees to pay the contractor the contract compensation for the services delivered during the term of the contract.

Payment of compensation shall be based on actual services performed during the term of the contract. The PRPB shall not be obligated to pay for any services not performed in compliance with the contract and applicable laws and regulations. In the event of early termination of the contract, the PRPB shall only be obligated to pay the compensation due up to the date of termination. In no event shall the PRPB be liable for any costs incurred or services delivered after the effective date of termination as provided herein.

3. Payment Terms

If PRPB finds the submitted invoice acceptable, then the invoice will be approved and processed for payment promptly after submission. PRPB reserves the right to review and validate the correctness of invoices and perform audits as it sees fit.

4. Method of Payment

The selected respondent shall submit invoices monthly for the agreed fees. Invoices must be detailed, specific, and itemized accompanied by a description of the services provided as previously approved by PRPB. In addition, each invoice must certify that no public servant of the contracting entity is a party or has interest on the profits or benefits produced 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 specific that a waiver has been mediated. PRPB shall request of the selected proponent all necessary information, related to the invoiced expenses, to verify them, before approving the release of payment. The method of payment will be established in the contract.

The selected proponent will deliver original invoices to the PRPB or its authorized representative. Such invoice must be properly completed and certified by the selected proponent. PRPB will work promptly upon receipt to duly certify the invoice in accordance with the applicable Puerto Rico accounting and treasury laws and regulations.

H. Federal Grant Requirements

This contract may be funded wholly or in part with federal grant funds. Therefore, this contract is governed by certain federal terms and conditions for federal grants. The Appendix to this RFQ contains a listing of these required terms and conditions that must be acknowledged by the respondent as part of their proposal. Any funds disallowed by any federal grantor shall be disallowed from fee or compensation to the selected respondent.

In addition, this RFQ will be conducted in accordance with 2 CFR, Part 200, which clearly outlines methods of procurement to be followed by non-federal entities.

I. Proprietary Data and Confidentiality

The PRPB shall have no obligation to treat any information submitted in connection with a Proposal as proprietary or confidential unless (i) the Proponent clearly so identifies such information in its Proposal as proprietary or confidential, and (ii) the PRPB 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. The PRPB's obligations with respect to protection and disclosure of such information shall always be subject to Applicable Law. If the Proponent desires to identify any information in its Proposal as proprietary or confidential, it shall limit such designation to only those 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. The PRPB will consider in its evaluation any attempt by the Proponent to designate any such material as proprietary or confidential or to otherwise include overly-broad designations of portions of its Proposal.

The PRPB 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 the Project; and, by the submission of the Proposal, the Proponent thereby grants to the PRPB an unrestricted license to use such unrestricted portions of the Proposal.

J. Receipt, Handling and Opening of Proposals

Proposals received prior to the Proposal Due Date will be securely kept unopened. The PRPB will not receive any Proposal after the Proposal Due Date, and any

Proposal received thereafter shall be returned to the Proponent unopened. No responsibility will be attached to any officer, agent or representative of the PRPB for the premature opening of any Proposal not properly addressed and identified, except within the sound discretion of the PRPB. Proponents are cautioned to allow ample time for transmittal of proposals by mail or otherwise as they will be held solely responsible for the timely delivery of their Proposals. A Proposal transmitted by facsimile or any other electronic means will be determined not to have been received by the Proposal Due Date.

K. Neutrality

The Proponent shall attest to being neutral in software, hardware and other consulting relationships. Specifically, as the PMO will be managing contracts, the Proponent is attesting they are not a reseller of another contractor's services and do currently or have plans to receive financial compensation from other contractors.

XV. Definitions and 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 RFQ that is not currently debarred.

“Code Enforcement” is any sustained action taken to reduce or eliminate the long-term risk to human life and property from a hazard. Code Enforcement activities may be implemented prior to, during, or after an event.

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

“Evaluation Committee” refers to a committee designated by the PRPB upon recommendations of the Chairwoman, which will evaluate all complete proposals pursuant to the criteria listed in this RFQ.

“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 Federal Emergency Management Agency. General Services

Administration” or “GSA” means a Public Agency created by Law.

“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.

“Hazard” is a natural hazard and is a source of harm or difficulty created by a meteorological, environmental, or geological event.

“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 RFQ.

“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.

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

“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.

“Puerto Rico Planning Board” or “PRPB” – means a public agency created by Law #213 of May 12, 1942, presents responsibilities are stated in Act 75 of 1975, as amended.

“RFQ” means this Request for Proposals and addenda issued by the PRPB.

“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 PRPB.

XVI. Appendix

1. Cover Page

| | | | |
|---|------------------------------------|--------------------|--|
| All Proposals submitted to the Puerto Rico Planning Board shall include this page with the | | | |
| RFQ Number: | RFQ-2020-001 | | |
| Project Title: | Code Enforcement | | |
| Submittal Deadline: | 1200 AST, February 21, 2020 | | |
| <p>Submit via email to: Puerto Rico Planning Board Attention: María del C. Gordillo Pérez – Chairwoman RFP@jp.pr.gov</p> | | | |
| <u>Proposer Information:</u> | | | |
| Propos | | | |
| Milling | | | |
| City, | | | |
| Federal Employee | | | |
| Phone | | Fax Number: | |
| E-Mail | | | |
| <u>Proposer Authorization</u> | | | |
| <p>I, _____, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer.</p> <p>Printed Name and Position of Authorized Representative: _____</p> <p>Signature of Authorized Representative: _____</p> <p>Signed this _____(day) of _____(month), _____(year)</p> | | | |

2. Deliverables

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

1. Comprehensive reports on actions taken and training provided
2. Discussion of any potential concerns from Federal agencies (i.e. FEMA) or findings, as well as a corrective plan of action.
3. Project work plans and timeframes.

3. Reference Form

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| Client Organization Name: | |
| Contact Name: | |
| Contact Title: | |
| Contact Phone: | |
| Contact Email: | |
| Engagement Begin and End Dates: | |
| Description of Engagement or Experience: | |
| Examples of Recommendations and Results: | |
| Recommendation Success Demonstration: | |
| Description of Federal Funds Managed: | |
| Key Programs or Projects Advanced During Engagement: | |

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|---|--|
| Client Organization Name: | |
| Contact Name: | |
| Contact Title: | |
| Contact Phone: | |
| Contact Email: | |
| Engagement Begin and End Dates: | |
| Description of Engagement or Experience: | |
| Examples of Recommendations and Results: | |
| Recommendation Success Demonstration: | |
| Description of Federal Funds Managed: | |
| Key Programs or Projects Advanced During Engagement: | |

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| Engagement Begin and End Dates: | |
| Description of Engagement or Experience: | |
| Examples of Recommendations and Results: | |
| Recommendation Success Demonstration: | |
| Description of Federal Funds Managed: | |
| Key Programs or Projects Advanced During Engagement: | |

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| Engagement Begin and End Dates: | |
| Description of Engagement or Experience: | |
| Examples of Recommendations and Results: | |
| Recommendation Success Demonstration: | |
| Description of Federal Funds Managed: | |
| Key Programs or Projects Advanced During Engagement: | |

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| Client Organization Name: | |
| Contact Name: | |
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| Contact Phone: | |
| Contact Email: | |
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| Description of Engagement or Experience: | |
| Examples of Recommendations and Results: | |
| Recommendation Success Demonstration: | |
| Description of Federal Funds Managed: | |
| Key Programs or Projects Advanced During Engagement: | |

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| Client Organization Name: | |
| Contact Name: | |
| Contact Title: | |
| Contact Phone: | |
| Contact Email: | |
| Engagement Begin and End Dates: | |
| Description of Engagement or Experience: | |
| Examples of Recommendations and Results: | |
| Recommendation Success Demonstration: | |
| Description of Federal Funds Managed: | |
| Key Programs or Projects Advanced During Engagement: | |

4. Conflict of Interest Questionnaire

Persons who desire to enter into contracts with the PRPB, must comply with the provisions of the Puerto Rico Government Ethics Act of 2011 (Law 1 of January 3, 2012) and the Code Anti-Corruption, Law 2 of 4th of January of 2018, provisions of Act No. 84 of June 18, 2002, also known as the Code of Ethics for Contractors, Suppliers, and Economic Incentive Beneficiaries of the Executive Branch Agencies of the Commonwealth of Puerto Rico (the “Code of Ethics”).

Please respond to the following questions to the best of your knowledge.

Conflict of Interest Questionnaire

- 1. Please list any proposed business dealings between the Government of Puerto Rico and you, your family members, and/or entities. Describe each such relationship listed and the actual and potential financial benefits as you can best estimate them.

- 2. Are you aware of any other relationships, arrangements, transactions, or matters which could create a conflict of interest or the appearance of conflict? If so, please describe.

- 3. Please list all business dealings that you, your family members, and/or entities have had with the Government of Puerto Rico in the past two years.

- 4. Please provide a description of any recent historical or ongoing legal proceedings, interviews, or investigations being conducted by any US law Enforcement agencies involving the respondent’s firm or team that are related to transactions executed in or on behalf of the Government of Puerto Rico, state agencies, and/or public corporations.

- 5. Please provide a brief description of any work performed for any creditors or guarantors of the Government of Puerto Rico, a state agency, and/or a 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.

I hereby certify that the information set forth above is true and complete to the best of my knowledge. I have reviewed, and agree to abide by, the Conflict of Interest Policy that is currently in effect.

Signed: _____ **Printed Name:** _____ **Date:** _

5. Nepotism Statement

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the Name of Organization by completing the following:

If the Proposer or Bidder is an individual:

- I am not related by blood or marriage to any official or employee of the PRPB.
- I am related by blood or marriage to the following official(s) or employee(s) of the PRPB.

Name and title of PRPB Official:

Name and title of PRPB employee:

Relationship:

If the Bidder or Proposer is **NOT** an individual:

- The officers of the company submitting this bid or proposal are not related by blood or marriage to any official or employee of the PRPB.
- The officers of the company submitting this Proposal are related by blood or marriage to the following official(s) or employee(s) of the PRPB..

Name and title of PRPB Official:

Name and title of PRPB employee:

Relationship:

6. Non-Collusion Statement

The undersigned affirm that they are duly authorized to execute this contract, that this company, firm, partnership or individual has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Vendor: Click or tap here to enter text.

Address: Click or tap here to enter text.

Phone: Click or tap here to enter text.

Fax: Click or tap here to enter text.

Email: Click or tap here to enter text.

Vendor Official (Printed Name): Click or tap here to enter text.

Position with Vendor: Click or tap here to enter text.

Vendor Official Signature: _____

Date: _____

7. Federal Grant Terms and Clauses

This form must be reviewed, signed, and submitted as part of the respondent's proposal.

1. **No Government Obligation to Third Parties.** The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
2. **Program Fraud and False or Fraudulent Statements and Related Acts 31 USC 3801 et seq.**
 - a. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and
 - b. Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
3. **Access to Records and Reports.** The following access to records requirements apply to this contract: (1) The contractor agrees to provide PRPB, the Government of Puerto Rico, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. **Equal Employment Opportunity 29 CFR, Part 1630, 41 CFR, Part 60 et seq.** During the performance of that contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section , and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (4) 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. (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, 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. (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions,

including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

5. **Government-wide Suspension and Debarment.** By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by (insert name of sub recipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of sub recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. **Contract Work Hours and Safety Standards Act 29 CFR, §5.5(b).** (1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. (2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in

paragraph (1) of this section. (3) Withholding for unpaid wages and liquidated damages – The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section. (4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

7. **Lobbying.** 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 up to the recipient. APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING. Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). The undersigned [Contractor] certifies, to the best of his or her knowledge, 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 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to 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.

8. **Clean Air 42 USC § 7401 et seq.** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
9. **Clean Water Requirements 33 USC 1251 et seq.** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
10. **Procurement of Recovered Materials 42 USC 6962.** (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

11. **Department of Homeland Security Seal, Logo, and Flags.** The contractor shall not use the DHS seal(s), logo(s), crest(s), or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

12. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Name of Certifying Official: _____

Signature of Certifying Official: _____

Date Signed: _____