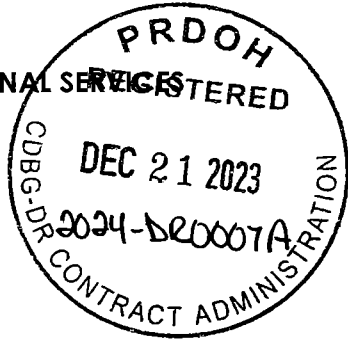




Amendment A

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

**AMENDMENT A TO THE AGREEMENT FOR  
TEMPORARY STAFFING FOR PROFESSIONAL AND NON-PROFESSIONAL SERVICES  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND  
FLEXIBLE & INTEGRATED TECHNICAL SERVICES, LLC  
Contract No. 2024-DR0007  
Amendment A Contract No. 2024-DR0007A**



WRR  
WRR

JCTB  
JCTB

This **AMENDMENT A TO AGREEMENT FOR TEMPORARY STAFFING FOR PROFESSIONAL AND NON-PROFESSIONAL SERVICES, (Amendment or Amendment A)** is entered into in San Juan, Puerto Rico, this 20 day of December, 2023, by and between the **PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)**, a public agency created under Act No. 97 of June 10, 1972, as amended, 3 LPRA § 441 et seq., known as the "Department of Housing Governing Act", with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of Guaynabo, Puerto Rico, in his capacity as Secretary; and **FLEXIBLE & INTEGRATED TECHNICAL SERVICES, LLC (FITS) (CONTRACTOR)**, with principal offices in Calle La Paz 165 STE 2, Aguada, Puerto Rico, herein represented by José C. Torres Berrios, in his capacity as President, of legal age, married, engineer and resident of Dorado, Puerto Rico, duly authorized by Corporate Resolution dated July 14, 2023 by the CONTRACTOR; collectively the "Parties".

**I. RECITALS AND GENERAL AWARD INFORMATION**

**WHEREAS**, on August 4, 2023, the PRDOH and the CONTRACTOR entered into an Agreement for Temporary Staffing for Professional and Non-Professional Services under the CBDG-DR/MIT Program, registered under Contract No. 2024-DR0007, for a maximum amount not to exceed **FOUR MILLION FOUR HUNDRED TWELVE THOUSAND THREE HUNDRED FORTY DOLLARS (\$4,412,340.00)**; from Account Numbers: mitp01rad-doh-na 4190-10-000; mitp02map-doh-na 4190-10-000, mitp03pcb-doh-na; 4190-10-000, r01p03api-pba-na 4190-10-000; and r02p02crp-fpr-na 4190-10-000, ending on August 4, 2024 (**Agreement or Contract**).

**WHEREAS**, as per Article XL of the Agreement, the Agreement may be amended in writing and signed by a duly authorized representative of each party. Nonetheless, the amendment shall not invalidate the Agreement, nor release the Parties from their obligations under the Agreement.

**WHEREAS**, this Amendment A is not intended to affect nor does it constitute an extinctive novation of the obligations of the Parties under the Agreement, but is rather a modification and amendment of certain terms and conditions under the Agreement.

**WHEREAS**, each party represents that the person executing this Amendment has the necessary legal authority to do so on behalf of the respective party.

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

## II. SAVINGS CLAUSE

The information included in this Amendment A serves the purpose of modifying and amending certain terms and conditions under the Agreement, as established in the following Articles III and IV of this Amendment A. All other provisions of the original Agreement, including its attachments, shall continue to be in full force and effect.

## III. SCOPE OF AMENDMENT

The PRDOH Planning Division has determined that the Agreement must be amended in order to change **Attachment C** (Compensation Schedule) to remove all references to programs, remove monthly position costs, update notes, and add all positions specified in the RFP. In addition to the resources listed in the original solicitation, this Amendment A adds a *Surveyor*. In accordance with Procurement Manual for the CDBG-DR Program, Regulation No. 9506, effective September 25, 2023, the Procurement Division conducted a cost reasonableness analysis. It found that, upon examining the additional position of *Surveyor*, it is reasonable to charge \$126.00 per hour. Because it doesn't affect the actual budget and the *Surveyor* position has a reasonable hourly rate, the Procurement Division concluded that the proposed estimated hourly rate for the *Surveyor* position for Amendment A is reasonable. The Agreement's duration or amount are unaffected by this Amendment A. In addition, **Attachment D** (Performance Requirements) will be updated to reflect the years of experience, necessary qualifications, and preferred qualifications for each position for which candidates will be sought. Lastly, revised copies of **Attachment G** (Contractor Certification) and **Attachment H** (Non-Conflict of Interest Certification) are also included in this Amendment A.

WRR  
WRR

JCTB  
JCTB

## IV. AMENDMENTS

- A. A revised **Attachment C** (Compensation Schedule) is hereto incorporated by reference into the Agreement. The PRDOH Planning Division has determined that the Agreement must be amended in order to change **Attachment C** (Compensation Schedule) to remove all references to programs, remove monthly position costs, update notes, and add all positions specified in the RFP. In addition to the resources listed in the original solicitation, this Amendment A adds a *Surveyor*. In accordance with Procurement Manual for the CDBG-DR Program, Regulation No. 9506, effective September 25, 2023, the Procurement Division conducted a cost reasonableness analysis. It found that, upon examining the additional position of *Surveyor*, it is reasonable to charge \$126.00 per hour. Because it doesn't affect the actual budget and the *Surveyor* position has a reasonable hourly rate, the Procurement Division concluded that the proposed estimated hourly rate for the *Surveyor* position for Amendment A is reasonable. The Agreement's duration or amount are unaffected by this Amendment A. (**Attachment I** of this Amendment A).
- B. A revised **Attachment D** (Performance Requirements) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment D** (Performance Requirements) **Attachment D** (Performance Requirements) will be updated to reflect the years of experience, necessary qualifications, and preferred qualifications for each position for which candidates will be sought. (See **Attachment II** of this Amendment A).
- C. An updated version of **Attachment G** (Contractor Certification) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment G** (Contractor Certification). (**Attachment III** of this Amendment A).

D. An updated version of **Attachment H** (Non-Conflict of Interest Certification) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment H** (Non-Conflict of Interest Certification). (**Attachment IV** of this Amendment A).

E. The Parties agree to amend **Article XXII. SUBCONTRACTS** as follows:

**A. General:** All subcontracts shall contain the applicable provisions described in **Attachment F** (HUD General Provisions), as well as applicable provisions set forth in 2 C.F.R. § 200.101. The PRDOH shall review subcontracts as part of the compliance, monitoring, and oversight process performed by PRDOH or upon request.

**B. Specific Requirements:** All subcontracts shall contain provisions specifying:

- i. That the work performed by the subcontractor be in accordance with the applicable terms of this Agreement between the PRDOH and CONTRACTOR;
- ii. That nothing contained in such subcontract agreement shall impair the rights of the PRDOH;
- iii. That nothing contained herein, or under this Agreement will create any contractual relation between the subcontractor and the PRDOH;
- iv. That the subcontractor specifically agrees to be bound by the confidentiality provision regarding Personal Identifiable Information set forth in this Agreement;
- v. That CONTRACTOR will be responsible for ensuring all subcontract work is performed consistent with federal and state regulations and/or policies to be eligible for reimbursement of the approved work; and
- vi. All Federal flow down provisions are included in the subcontract agreement per Federal guidelines.

**C. Monitoring:** CONTRACTOR shall diligently monitor all subcontracted services. If CONTRACTOR discovers any areas of noncompliance, CONTRACTOR shall provide the PRDOH summarized written reports supported with documented evidence of corrective action.

**D. Content:** CONTRACTOR shall cause all the applicable provisions of this Agreement to be included in, and made a part of, any subcontract executed in the performance of this Agreement.

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

*to carry out the terms of this Agreement are referred to as subcontractors for the purposes of this article if they spend at least 25% of their time on it.*

F. The Parties agree to amend **Article XXVIII. CDBG-DR/MIT POLICIES AND PROCEDURES** as follows:

*In addition to what is established in this Agreement, the CONTRACTOR shall comply with all CDBG-DR program-specific and general policies and procedures, which may include but are not limited to, the Subrecipient Management Policy, OS&H Guideline, MWBE Policy, URA & ADP Guidelines, Cross Cutting Guidelines, AFWAM Policy, Section 3 Policy, Language Access Plan, Personally Identifiable Information, Confidentiality, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR Website (<https://cdbg-dr.pr.gov/en/resources/policies/>), which are herein included and made an integral part of this SRA, as they may be updated from time to time, Procurement policies and procedures in accordance with the federal procurement rules and regulations found in 2 C.F.R. § 200.318 through §200.327, and reporting requirements as established by the PRDOH.*

WRR  
WRR

JCTB  
JCTB

**V. HEADINGS**

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

**VI. FEDERAL FUNDING**

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

**VII. COMPLIANCE WITH LAW**

It is the intention and understanding of the Parties hereto that each and every provision of law required to be inserted in the Agreement, as amended, should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then the Agreement, as amended, shall forthwith, upon the application of any Party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of any Party.

**VIII. SUBROGATION**

The CONTRACTOR acknowledges that funds provided through the Agreement, as amended, are Federal funds administered by HUD under the CDBG-DR Program and that all funds provided by the Agreement, as amended, are subject to audit, disallowance, and repayment. Any disagreement with adverse findings may be challenged and subject to Federal regulation, however, the CONTRACTOR shall promptly return any and all funds to the PRDOH, that are found to be ineligible, unallowable, unreasonable, duplication of benefits, or non-compensable, no matter the cause. This clause shall survive indefinitely the termination of the Agreement, as amended.

**IX. COMPTROLLER REGISTRY**

The PRDOH shall remit a copy of this Amendment to the Office of the Comptroller for registration within **fifteen (15) days** following the date of execution of this Amendment and any subsequent amendment thereto. The services object of this Amendment may not be invoiced or paid until this Amendment has been registered by the PRDOH at the Comptroller's Office, pursuant to Act No. 18 of October 30, 1975, as amended by Act No. 127 of May 31, 2004.

**X. ENTIRE AGREEMENT**

The Agreement and this Amendment A constitute the entire agreement among the Parties for the use of funds received under the Agreement and this Amended Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written among the Parties with respect to the agreement.

**XI. SEVERABILITY**

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

**XII. COUNTERPARTS**

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

**XIII. SURVIVAL OF TERMS AND CONDITIONS**

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

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

**PUERTO RICO DEPARTMENT OF HOUSING**

**FLEXIBLE & INTEGRATED TECHNICAL  
SERVICES, LLC**

William O. Rodríguez Rodríguez  
William O. Rodríguez Rodríguez (Dec 20, 2023 19:08 AST)  
William O. Rodríguez Rodríguez, Esq.  
Secretary

Jose Carlos Torres Berrios  
Jose Carlos Torres Berrios (Dec 19, 2023 17:30 AST)  
José C. Torres Berrios, PE  
President



# ATTACHMENT I

**ATTACHMENT C**  
**COMPENSATION SCHEDULE**  
**Flexible and Integrated Technical Services (FITS)**  
**Temporary Staffing for Professional and Non-Professional Services**  
**Contract #2024-DR0007**  
**(Revised for Contract Amendment A)**

The following section contains cost information that considers the quantity of resources, and rate per hour provided by the Temporary Staffing firm through their Price Form in compliance with the Request for Proposals (RFP) CDBG-DRMIT-RFP-2022-12.

Position Name	Hourly Rates	Estimated Hours	Estimated Months	Estimated Max. Cost
<b>A/E Services</b>				
Sr. Architect	\$130.00	60	12	\$93,600.00
Jr. Architect	\$105.00	60	12	\$75,600.00
Architect (Entry Level)	\$85.00	60	12	\$61,200.00
Sr. Engineer	\$130.00	40	12	\$62,400.00
Jr. Engineer	\$105.00	60	12	\$75,600.00
Engineer (Entry Level)	\$85.00	60	12	\$61,200.00
Structural Engineer	\$165.00	40	12	\$79,200.00
Soil or Geotechnical Engineer	\$125.00	40	12	\$60,000.00
Construction Oversight Manager	\$150.00	40	12	\$72,000.00
Technician	\$65.00	60	12	\$46,800.00
Appraiser	\$100.00	60	12	\$72,000.00
Surveyor	\$105.00	60	12	\$75,600.00
<b>Environmental Services</b>				
Environmental Scientist	\$130.00	40	12	\$62,400.00
Certified Flood Plain Manager	\$130.00	40	12	\$62,400.00
Environmental Consultant	\$130.00	40	12	\$62,400.00
Agronomist	\$95.00	60	12	\$68,400.00
<b>Financial and Accounting</b>				
Senior Accountant	\$130.00	40	12	\$62,400.00
Junior Accountant	\$90.00	60	12	\$64,800.00
Accounting Technician	\$55.00	60	12	\$39,600.00
Auditor	\$100.00	60	12	\$72,000.00
<b>Grant Management</b>				

WRR  
WRR

JCTB  
JCTB

Position Name	Hourly Rates	Estimated Hours	Estimated Months	Estimated Max. Cost
<b>Inspectors</b>	\$105.00	60	12	\$75,600.00
<b>Project Director</b>	\$160.00	40	12	\$76,800.00
<b>Project Manager</b>	\$140.00	40	12	\$67,200.00
<b>Regulatory Compliance Officer</b>	\$120.00	60	12	\$86,400.00
<b>Senior Analysts</b>	\$100.00	60	12	\$72,000.00
<b>Eligibility Analyst</b>	\$80.00	60	12	\$57,600.00
<b>Junior Analysts</b>	\$55.00	60	12	\$39,600.00
<b>Senior Consultant</b>	\$120.00	60	12	\$86,400.00
<b>Consultant Assistant</b>	\$60.00	60	12	\$43,200.00
<b>Junior Consultant</b>	\$80.00	60	12	\$57,600.00
<b>Manager II</b>	\$90.00	60	12	\$64,800.00
<b>Supervisor I</b>	\$60.00	60	12	\$43,200.00
<b>Supervisor II</b>	\$80.00	60	12	\$57,600.00
<b>Training Specialist</b>	\$80.00	60	12	\$57,600.00
<b>Service Support</b>	\$70.00	70	12	\$58,800.00
<b>Executive Assistant</b>	\$60.00	55	12	\$39,600.00
<b>Administrative Assistant</b>	\$40.00	61	12	\$29,280.00
<b>Research Assistant</b>	\$50.00	60	12	\$36,000.00
<b>Graphics Specialist Research Support</b>	\$50.00	60	12	\$36,000.00
<b>Technical Writer</b>	\$60.00	60	12	\$43,200.00
<b>IT Services</b>				
<b>Information Technology Expert</b>	\$120.00	30	12	\$43,200.00
<b>Sr Enterprise Architect</b>	\$135.00	40	12	\$64,800.00
<b>Business or Systems Analyst</b>	\$85.00	60	12	\$61,200.00
<b>Programmer</b>	\$85.00	60	12	\$61,200.00
<b>Sr Database Administrator</b>	\$65.00	60	12	\$46,800.00
<b>Data Scientist</b>	\$120.00	60	12	\$86,400.00
<b>Data Engineer</b>	\$125.00	60	12	\$90,000.00
<b>DevOps Engineer</b>	\$125.00	30	12	\$45,000.00

WORR  
WORR

JCTB  
JCTB

Position Name	Hourly Rates	Estimated Hours	Estimated Months	Estimated Max. Cost
Cybersecurity Penetration Test Specialist	\$130.00	40	12	\$62,400.00
Cybersecurity Specialist	\$120.00	60	12	\$86,400.00
<b>Legal Services</b>				
Sr. Attorney	\$125.00	60	12	\$90,000.00
Jr. Attorney	\$100.00	60	12	\$72,000.00
Attorney	\$80.00	60	12	\$57,600.00
Legal Technician	\$55.00	60	12	\$39,600.00
<b>Planning Services</b>				
Economic Development Planner	\$95.00	60	12	\$68,400.00
Economic Development Junior Planner	\$85.00	68	12	\$69,360.00
Environmental Planner	\$130.00	60	12	\$93,600.00
Junior Environmental Planner	\$85.00	60	12	\$61,200.00
Urban and Social Planner	\$130.00	60	12	\$93,600.00
Junior Urban and Social Planner	\$85.00	60	12	\$61,200.00
Senior Planning Manager	\$130.00	60	12	\$93,600.00
Planner (Entry Level)	\$65.00	60.5	12	\$47,190.00
GIS Specialist	\$90.00	80	12	\$86,400.00
Geographer	\$95.00	60	12	\$68,400.00
Geologist	\$114.00	60	12	\$82,080.00
Statistician	\$95.00	60	12	\$68,400.00
Process Engineer	\$120.00	60	12	\$86,400.00
Social Sciences Consultant	\$95.00	59.5	12	\$67,830.00
<b>TOTAL</b>				<b>\$4,412,340.00</b>

WRR  
WRR

JCTB  
JCTB



**Notes on: Temporary Staffing for Professional and Non-Professional Services**

---

- (1) The services required in the executed contract will be requested by task orders.
- (2) **Rate Per Hour** includes overhead, profit, royalties, reimbursements, travel, fringe benefits, taxes, as well as any other additional fees and administrative costs applicable to the services.
- (3) User Entities and/or PRDOH will provide information about the job description, experience, and qualifications of the staffing necessary and to be referred for consideration by PRDOH, Subrecipients or Partners as Appendix A, as amended by PRDOH from time to time as needed without a formal amendment to the contract.
- (4) Each task order will include for each position being requested: title of the position, hourly rate, and the term required.
- (5) The term required to complete each task order will contain a ceiling price in which the Contractor can invoice for the positions included in the task order.
- (6) The Contractor should be able to validate that the candidates to be considered meet the desired requirements, experience, and knowledge to successfully perform the tasks and responsibilities requested in the task order.
- (7) The estimated number of hours and/or months per position may vary according to the needs of the CDBG-DR or CDBG-MIT Programs.
- (8) The above distribution of funds is subject to changes and will be allocated and billed depending on the needs of the CDBG-DR or CDBG-MIT Programs, and their implementation and the services requested by PRDOH.

WORB  
WORB

JCTB  
JCTB

**END OF COMPENSATION SCHEDULE**



## ATTACHMENT D

### PERFORMANCE REQUIREMENTS

#### Temporary Staffing for Professional and Non-Professional Services Request for Proposals. CDBG-DRMIT-RFP-2022-12

##### INTRODUCTION

This document represents performance metrics and requirements for Temporary Staffing for Professional and Non-Professional Services. The Contractor shall adhere to the requirements of this document. The Contractor shall develop workplans, schedules, reports, and/or any other document as may be requested by PRDOH or its representative in connection with the metrics and requirements set forth herein. The Contractor shall submit any of such documents for review and approval as requested by the PRDOH within the specified time frame provided for such request. PRDOH reserves the right to request any information as part of the Grantee's responsibilities. The Contractor is responsible for compliance with all aspects of the Scope of Services that will be included as an Attachment of the Contract.

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

##### LIQUIDATED DAMAGES & PENALTIES

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

WORB  
WORB

JCTB  
JCTB

## PERFORMANCE METRICS

TASK	MILESTONE	TIMELINE
Recruitment of Temporary Staff	Search, identify, and coordinate User Entity interviews of candidates	<ul style="list-style-type: none"> <li>• Five (5) business days for administrative positions.</li> <li>• For technical, executive, and professional positions, timeline will be determined by mutual agreement between the parties, as per qualifications described in Appendix A.</li> </ul>

WORR  
WORR

JCTB  
JCTB

DELIVERABLES	
Reports, documents, data and references	Upon request from PRDOH.
A summary to reflect the temporary staff's personal and job information	Upon request from PRDOH.
Quarterly reports detailing the current temporary staff working for the User Entities or PRDOH and position information	To be submitted every three (3) months.

APPENDIX A					
Service Category	Position Name	Level	Years of Experience	Required Qualifications	Preferred Qualifications
A/E services	Sr. Architect	Technical	Seven (7) years of experience in architecture and project management and oversight.	Bachelor's degree or higher education in Architecture. Licensed Architect required.	
A/E services	Jr. Architect	Technical	Three (3) to seven (7) years of experience in architecture and/or project oversight.	Bachelor's degree or higher education in Architecture. Architect in Training (AIT) certification required.	Licensed Architect preferred.
A/E services	Architect (Entry Level)	Technical	One (1) to three (3) years of experience.	Bachelor's degree or higher education in Architecture.	Architect in Training (AIT) certification preferred.
A/E services	Surveyor	Technical	Five (5) plus years of experience	Bachelor's degree or higher education Surveying. Must be a licensed Surveyor.	
A/E services	Sr. Engineer	Technical	Seven (7) years of experience in project management; at least one (1) year of experience in the development of federally funded construction projects within the last five (5) years.	Bachelor's degree or higher education in Engineering and Professional Engineer (P.E.) license.	Licensed Engineers preferred. Certification required. Electrical Engineer LEED certified
A/E services	Jr. Engineer	Technical	Three (3) to seven (7) years of experience. Must be an Engineer in Training (EIT).	Bachelor's degree or higher education in Engineering.	Licensed Engineers preferred. Certification required. Electrical Engineer LEED certified
A/E services	Engineer (Entry Level)	Technical	One (1) to three (3) years of experience.	Bachelor's degree or higher education in Engineering.	Engineer in Training (EIT) preferred.
A/E services	Structural Engineer	Technical	Five (5) plus years of experience	Bachelor's degree in Civil Engineering and Professional Engineer (P.E.) license.	
A/E services	Soil or Geotechnical Engineer	Technical	Five (5) plus years of experience	Bachelor's degree in Soil or Geotechnical Engineering and Professional Engineer (P.E.) license.	
A/E services	Construction Oversight Manager	Professional	Seven (7) years of experience in construction management; two (2) years of experience in federally funded construction projects within the last five (5) years	Bachelor's degree in Civil Engineering or related field. Must have obtained OSHA thirty (30) hours training certification in the construction industry.	

WORB  
WORB

JCTB  
JCTB

APPENDIX A					
Service Category	Position Name	Level	Years of Experience	Required Qualifications	Preferred Qualifications
A/E services	Technician	Technical	One (1) or more years of experience	Bachelor's Engineering or Science Will receive guidance from senior level managers / engineers / scientists and then should be able to work independently to accomplish assigned tasks.	
A/E Services	Appraiser	Technical	Two (2) or more years of relevant experience.	Must be certified and authorized to practice by the "Junta Examinadora de Evaluadores de Bienes Raices de Puerto Rico"	
Environmental Services	Environmental Scientist	Technical	Five (5) or more years of related experience.	Bachelor's degree or higher education in Environmental Science, Biology, Archeology, Geology or similar field.	Master's degree
Environmental Services	Certified Flood Plain Manager	Technical	Two (2) or more years as a certified flood plain manager	Bachelor's degree in field of Earth Science, Civil Engineering, or related field. Must have a Flood Plain Manager certification.	
Environmental Services	Environmental Consultant	Technical	Five (5) or more years of related experience.	Bachelor's degree or higher education in Environmental Science, Biology, Archeology, Geology or similar field. Must have completed Categorical Exclusions not Subject to 58.5 (CENST), Categorical Exclusions Subject to 58.5 (CEST), and Environmental Assessments (EA) for HUD funded projects within the past five (5) years. Must have been involved in the completion of an Environmental Impact Statement for federally funded construction project.	
Environmental Services	Agronomist	Professional	Three (3) or more years experience in Agronomy in the Caribbean.	Bachelor's Degree in Agronomy or related field.	

WRR  
WRR

JCTB  
JCTB

APPENDIX A					
Service Category	Position Name	Level	Years of Experience	Required Qualifications	Preferred Qualifications
Financial & Accounting	Senior Accountant	Professional	Seven (7) or more years experience with financial accounting; (4) years of experience with federal grant funding	Bachelor's degree in accounting, finance, business, or a related field	Certified Public Accountant (CPA) Saintenan.
Financial & Accounting	Junior Accountant	Professional	Three (3) years experience with financial accounting and federal grant funding	Bachelor's degree in accounting, finance, business, or a related field	Certified Public Accountant (CPA) Saintenan.
Financial & Accounting	Accounting Technician	Technical	Five (5) or more years' bookkeeping experience or other experience appropriate to practice area in professional office environment	Bachelor's degree in accounting, finance, business, or a related field	
Financial & Accounting	Auditor	Professional	Four (4) or more years audit or financial management experience.	Bachelor's degree in accounting, finance, or related field.	Experience with federal grant programs.
Grant Management	Inspectors	Technical	One (1) year of experience in inspections.	Associate's degree in related fields. Site visits, inspections and daily report submittal. Has thorough knowledge of testing and observation requirements.	
Grant Management	Project Director		Ten (10) years of experience; at least four (4) years of related Planning experience and four (4) years managing and supervising projects.	Bachelor's degree in Planning, Engineering, Surveying, Computer Science, Environmental Science, Geography, or a related field.	Master's degree in Planning or related field preferred. Experience and knowledge in the use of Geographical Information Systems preferred. Project Management Professional (PMP) certification preferred.
Grant Management	Project Manager	Executive	Five (5) years of related experience, two (2) years managing and supervising projects.	Bachelor's degree or higher in Project Management, Risk Management, Analytics, Coordination, Cost Control, Planning, Engineering, Surveying, Computer Science, Environmental Science, Geography, or a related field.	Project Management Professional (PMP) certification preferred. Experience and knowledge in the use of Geographical Information Systems.

WORR  
WORR

JCTB  
JCTB

APPENDIX A					
Service Category	Position Name	Level	Years of Experience	Required Qualifications	Preferred Qualifications
Grant Management	Regulatory Compliance Officer	Professional	Five (5) years of work in regulatory compliance field.	Bachelor's degree or higher. Must have compliance and monitoring experience in a federally funded program.	
Grant Management	Senior Analysts	Professional	Seven (7) or more years of progressive experience in executing projects with specific expertise in at least one key project area.	Bachelor's degree and appropriate professional certifications.	Master's degree preferred.
Grant Management	Eligibility Analyst	Professional	Five (5) years of progressive experience in federally funded grant program processes, including but not limited to document and process auditing, policy review, and implementation, compliance review, and invoice review and validation.	Bachelor's degree in related field.	
Grant Management	Junior Analysts	Professional	One (1) year of progressive experience in maintenance in projects in at least one key project area.	Bachelor's degree in related field.	
Grant Management	Senior Consultant	Professional	Eight (8) years of progressive experience in executing projects with specific expertise in at least one key project area.	Bachelor's degree and appropriate professional certifications.	Master's degree
Grant Management	Consultant Assistant	Professional	Five (5) or more years of progressive experience in executing projects with specific expertise in at least one key project area.	Bachelor's degree and appropriate professional certifications.	
Grant Management	Junior Consultant	Professional	Three (3) or more years of progressive experience in executing projects with specific expertise in at least one key project area.	Bachelor's degree and appropriate professional certifications.	
Grant Management	Manager II	Professional	Ten (10) or more years of progressive experience in leading large and complex projects	Bachelor's degree and appropriate professional certifications	Master's degree

WRR  
WRR

JCTB  
JCTB

APPENDIX A					
Service Category	Position Name	Level	Years of Experience	Required Qualifications	Preferred Qualifications
			with expertise in multiple disciplines.		
Grant Management	Supervisor I	Professional	Two (2) or more years of experience supervising project staff onsite. Provide technical guidance on work assignments.	Bachelor's degree and appropriate professional certifications	
Grant Management	Supervisor II	Professional	Four (4) or more years of experience supervising project staff onsite and providing technical guidance on work assignments.	Bachelor's degree and appropriate professional certifications	
Grant Management	Training Specialist	Technical	One (1) or more years of experience directing, supervising, and conducting complex training and education programs.	Bachelor's degree or equivalent experience	
Grant Management	Service Support	Technical	Three (3) or more years of experience required in performing and coordinating project research and analysis, needs assessment, process development and improvement, product and process implementation, education, and/or training in an integrated enterprise environment.	Bachelor's degree in related academic field.	
Grant Management	Executive Assistant	Administrative	One (1) year experience.	Bachelor's degrees in related academic field.	
Grant Management	Administrative Assistant	Administrative	One (1) year experience.	Associate's degree or higher. Experience is required in formatting technical reports and proposals, accounting, sales and marketing support, information technology, project administration and other administrative tasks.	Bachelor's degree

WORR  
WORR

JCTB  
JCTB



APPENDIX A					
Service Category	Position Name	Level	Years of Experience	Required Qualifications	Preferred Qualifications
Grant Management	Research Assistant	Professional	Two (2) or more years in gathering information, statistical data and analyzing data on past performance for projections.	Associate's Degree.	Bachelor's degree
Grant Management	Graphics Specialist Research Support	Technical	One (1) or more years of experience in creating graphic materials based on pre-set standards.	Associate's Degree.	Bachelor's degree
Grant Management	Technical Writer	Technical	One (1) or more years of experience in researching, collecting, and organizing information for preparation of program documents, manuals, training materials, guides, proposals, and reports.	Associate's Degree in related academic field.	Bachelor's degree
IT Services	Information Technology Expert	Technical	Seven (7) or more years of experience in IT systems and configuration.	Bachelor's Degree in Computer Science or related field.	Master's degree
IT Services	Sr Enterprise Architect	Technical	15 or more years in software or systems engineering of which 4 or more years as an Enterprise Architect	Bachelor's degree or higher in Computer Science or a Science, Technology, Engineering or Mathematics, (STEM) Discipline from an accredited university	Master's Degree in Computer Engineering or related field and/or Experience of coding languages and frameworks (e.g. JavaScript, Python, Angular, React), Experience working with relational databases, structured and non-structured databases, distributed storage technologies, Experience in container strategies (e.g. Kubernetes, Docker), Hands on experience with Enterprise tools, azure cloud environment, big data domain,

WORR  
WORR

JCTB  
JCTB

APPENDIX A					
Service Category	Position Name	Level	Years of Experience	Required Qualifications	Preferred Qualifications
					blockchain technology
IT Services	Business or Systems Analyst	Technical	Two (2) years of experience in conducting basic data analysis activities in support of IT system reviews.	Bachelor's Degree in Computer Science or related field.	
IT Services	Programmer	Technical	Two (2) years of experience in developing, modifying, and maintaining assigned applications, code sets, and programs.	Bachelor's Degree in Computer Science or related field.	
IT Services	Sr Database Administrator	Technical	10+ years of technical experience with at least 7 years of experience in Database Administration, must have Expert Knowledge of SQL, PL/SQL and strong experience working with very large databases	Bachelor's degree in computer science or related engineering field	Microsoft Azure Certifications, Experience with Oracle, PostgreSQL, SQL, MsSQL and other structured databases, experience with Azure Cosmos, AWS, Python, DynamoDB, MongoDB or other NoSQL databases
IT Services	Data Scientist	Technical	Must have (3) years of experience manipulating data sets and building statistical models, using statistical computer languages (R, Python, etc.), creating and using advanced machine learning algorithms	Bachelor's degree or higher in Statistics, Mathematics, Computer Science or another quantitative field.	Masters Degree in Data Science, Analytics, Machine learning or related field. Certifications on: Data Science, Data Analytics, Azure Data Scientist

WORR  
WORR

JCTB  
JCTB

APPENDIX A					
Service Category	Position Name	Level	Years of Experience	Required Qualifications	Preferred Qualifications
			and statistics, and working with and creating data architectures.		Associate and/or Azure AI
IT Services	Data Engineer	Technical	Must have (3) years of experience in development, testing, and maintenance of data pipelines and architectures.	Bachelor's degree in Applied Mathematics, Economics, Physics, Computer Science, Software Engineering or related field.  Must have Advanced proficiency in SQL – Microsoft, ETL and ELT approaches, data visualization techniques, and data modeling concepts used in analytic environments.	Master's of Science, Technology, Engineering or Mathematics, Computer Science or related field.
IT Services	DevOps Engineer	Technical	Must have (3) years of experience in DevOps or software development experience.	Bachelor's Degree in Computer Science, Computer Engineering, or related field.	Azure DevOps Certification and Kubernetes certification
IT Services	Cybersecurity Penetration Test Specialist	Technical	Must have three (3) years experience in performing penetration tests on computer systems, networks and applications.	Bachelor's Degree in Information Science or related field.	NICCS Certified White Hat Hacker, CEH, PenTest+ Certifications
IT Services	Cybersecurity Specialist	Technical	Must have three (3) years in cybersecurity experience.	Training and/or certifications in areas of Cyber Security (CISSP, CompTIA Security+, CISM, SANS Institute/GIAC).	Bachelor's Degree in Computer Science, Information Systems, or related field preferred.
Legal Services	Sr. Attorney	Professional	Seven (7) or more years of experience as a practicing attorney.	Bachelor's degree and Juris Doctor from an accredited institution. License to practice law issued by the PR Supreme Court.	Experience in federal funds and Policy and Compliance
Legal Services	Jr. Attorney	Professional	Three (3) years of experience as a practicing attorney.	Juris Doctor from an accredited institution. License to practice law issued by the PR Supreme Court.	Experience in federal funds and Policy and Compliance
Legal Services	Attorney	Professional	One (1) year of experience as a practicing attorney.	Bachelor's degree and Juris Doctor from an accredited institution. License to practice law issued by the PR Supreme Court.	Experience in federal funds and Policy and Compliance
Legal Services	Legal Technician	Professional	Experience as Legal Assistant or Paralegal (1 to 5 years).	Completed Bachelor's degree and Juris Doctor from an accredited institution.	

WRR  
WRR

JCTB  
JCTB

APPENDIX A					
Service Category	Position Name	Level	Years of Experience	Required Qualifications	Preferred Qualifications
Planning Services	Economic Development Planner	Professional	Five (5) or more years of related economic planning experience	Master's degree in Planning; must be a Licensed Professional Planner in Puerto Rico (PPL).	
Planning Services	Economic Development Junior Planner	Professional	Two (2) or more years of related economic planning experience	Master's degree in Planning;	Licensed Professional Planner in Puerto Rico (PPL).
Planning Services	Environmental Planner	Professional	Five (5) or more years of related environmental planning experience such as natural resource management and land use, infrastructure, urban development and governance/legal framework.	Master's degree in Planning; must be a Licensed Professional Planner in Puerto Rico (PPL).	
Planning Services	Junior Environmental Planner	Professional	Two (2) or more years of related environmental planning experience such as natural resource management and land use, infrastructure, urban development and governance/legal framework.	Master's degree in Planning;	Licensed Professional Planner in Puerto Rico (PPL).
Planning Services	Urban and Social Planner	Professional	Five (5) or more years of related urban planning experience such as natural resource management and land use, infrastructure, urban development and governance/legal framework.	Master's degree in Planning; must be a Licensed Professional Planner in Puerto Rico (PLL).	
Planning Services	Junior Urban and Social Planner	Professional	Two (2) or more years of related urban planning experience such as natural resource management and land use, infrastructure, urban development and governance/legal framework.	Master's degree in Planning;	Licensed Professional Planner in Puerto Rico (PPL).

WRR  
WRR

JCTB  
JCTB

APPENDIX A					
Service Category	Position Name	Level	Years of Experience	Required Qualifications	Preferred Qualifications
Planning Services	Senior Planning Manager	Professional	Seven (7) or more years of Planning experience as Economic Development Planner, Environmental Planner, Urban Planner, or Social Planner.	Master's degree in Planning; must be a Licensed Professional Planner in Puerto Rico (PLL).	
Planning Services	Planner (Entry Level)	Professional	None required	Bachelor's degree in Planning;	Master's degree in Planning;
Planning Services	GIS Specialist	Technical	Five (5) or more years of experience performing both physical and cultural spatial analysis for project work.	Degree in Planning, Geography, Computer Science, Geospatial Analytics, Geographic Information Science and Technology, Environmental Science, or related field.	Master's degree in Geospatial Analytics, Information Technology, Geographic Information Science and Technology, or related field.
Planning Services	Geographer	Technical	One (1) or more years of experience	Bachelor's degree (or higher) in Geography.	Experience in Geographic Information Systems (GIS).
Planning Services	Geologist	Technical	One (1) or more years of experience	Bachelor's degree (or higher) in Geology.	
Planning Services	Statistician	Technical	Three (3) or more years of experience in statistical analysis, statistical computer databases, or in a statistician role.	Bachelor's degree in mathematics, statistics or related field	
Planning Services	Process Engineer	Technical	Must have three (3) years experience in process/performance improvement projects.	Bachelor's Degree in engineering discipline or equivalent.	
Planning Services	Social Sciences Consultant	Professional	Three (3) or more years of experience in providing consulting services in social science topics.	Master's Degree or higher in Social Science, Sociology, Public Administration, Demography, Social Work, Anthropology, Economy, or related academic field.	PhD in Sociology or related field

**END OF  
DOCUMENT**

WORR  
WORR

JCTB  
JCTB



# ATTACHMENT G

## CONTRACTOR CERTIFICATION REQUIREMENT

### FLEXIBLE & INTEGRATED TECHNICAL SERVICES, LLC

#### I. Contractor (or Subrecipient) Certification Requirement:

1. The expected subcontractor(s) in connection with the contract<sup>1</sup> is (are) the following:

Flexible & Integrated Technical Services, LLC

Agreement for Temporary Staffing for Professional and Non-Professional Services between the PRDOH and FITS, LLC

A maximum amount not to exceed \$4,412,340.00 based on the attached compensation schedule.

2. Neither the Contractor (or subrecipient) nor any of its owners<sup>2</sup>, partners, directors, officials, or employees, has agreed to share or give a percentage of the contractor's (or subrecipient's) compensation under the contract<sup>3</sup> to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract.
3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation, or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.
4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with the Contractor, beneficial treatment under the

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

<sup>2</sup> For purposes of this Certification, a contractor's "owner" shall mean any person or entity with more than a ten percent (10%) ownership interest in the Contractor.

<sup>3</sup> As used herein, the term "contract" is inclusive of any amendments, modifications, or extensions.

WORR  
WORR

JCTB  
JCTB

JCT

contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).

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

6. In compliance with Executive Order No. 2021-029 and CC 013-2021, the Contractor certifies as of the date hereof, that it is in a contractual relationship with the following entities of the Government of Puerto Rico:  
NONE<sup>4</sup>

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

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

The above certifications shall be signed under penalty of perjury by the Chief Executive Officer (or equivalent highest rank officer) in the following form:

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

By: Jose C Torres Berrios

Signature: 

Position: President

Date: 11/10/2023

<sup>4</sup> The Contractor is required to disclose the names of the entities of the Government of Puerto Rico with whom it has contracts until the Agreement is signed.



## ATTACHMENT H


### NON-CONFLICT OF INTEREST CERTIFICATION

### FLEXIBLE & INTEGRATED TECHNICAL SERVICES, LLC

The CONTRACTOR certifies that:

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

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

  
Signature

11/10/2023

Date

Jose C Torres Berrios

Printed Name

President

Position