

Amendment A

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

AMENDMENT A TO THE AGREEMENT FOR POLICY AND REGULATION ASSESSMENT SERVICES UNDER THE MITIGATION AND ADAPTATION POLICY SUPPORT PROGRAM (MAPS)

BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
TETRA TECH, INC.

Contract No. 2024-DR0034
Amendment A Contract No. 2024-DR0034A



This **AMENDMENT A to the AGREEMENT FOR POLICY AND REGULATION ASSESSMENT SERVICES (Amendment or Amendment A)** is entered into in San Juan, Puerto Rico, this 13 of May, 2025, 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 “Organic Act of Department of Housing” with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by Hon. Ciary Y. Pérez Peña, of legal age, single, and resident of Las Piedras, Puerto Rico, in his capacity as Secretary; and **TETRA TECH, INC. (CONTRACTOR)**, with principal offices in 2301 Lucien Way, Suite 120, Maitland, FL, 32751, herein represented by Jonathan Burgiel, in his capacity as Business Unit President, of legal age, married, and resident of Orlando, Florida, duly authorized by Corporate Resolution issued on April 28, 2025, collectively, the “Parties”.

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on November 16, 2023, the PRDOH and the CONTRACTOR entered into an Agreement for Policy and Regulations Assessment Services for the Mitigation and Adaptation Policy Support Program (MAPS) under the CBDG-DR/MIT Program, registered under Contract No. 2024-DR0034 for a maximum amount not to exceed **ONE MILLION NINE HUNDRED SIXTY-ONE THOUSAND SEVEN HUNDRED TEN DOLLARS (\$1,961,710.00)**; from Account Numbers: mitp02map-doh-na/4190-10-000, and ending on May 16, 2025 (Agreement or Contract).

WHEREAS, as per Article XLIII 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, it is the intention of the Parties that this Amendment 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 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. SAVING 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 in agreement with the Vendor has determined that a contract amendment is necessary in order to obtain an extension of **six (6) additional months**, increasing the performance period to **twenty-four (24) months** and redistribute the remaining funds from Special Services line item to the staffing line items.

This way, PRDOH ensures oversight throughout the surface data acquisition process, and, in alignment with the reimbursement process, distributing funds so a sufficient amount is available to carry out the services not delivered, in the event that the contracted vendor defaults.

Modifications to **Section II. TERM OF AGREEMENT; Section XX. NOTICES; Article XXXI. CDBG-DR/MIT POLICIES AND PROCEDURES; Article XIX. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS**; of the Agreement are being incorporated via this **AMENDMENT A** to update the name of the current Secretary of PRDOH. Moreover, the parties agree to add amended versions of **Attachment B** (Scope of Services), **Attachment C** (Compensation Schedule), **Attachment D** (Performance Requirements), **Attachment F** (HUD General Provisions) and **Attachment G** (Contractor Certification) to include the aforementioned changes. Also, an updated version of **Attachment H** (Non-Conflict of Interest Certification) is hereto incorporated by reference into the Agreement.

IV. AMENDMENTS

A. **Section II. TERM OF AGREEMENT** of the Agreement is being amended as follows:

A. *This Agreement shall be in effect and enforceable between the parties from the date of its execution. The Term of this Agreement will be for a*

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Hon. Ciary Y. Perez Peña
Secretary
Puerto Rico Department of Housing
606 Barbosa Avenue
Juan C. Cordero Building
San Juan, Puerto Rico 00918

[...]

In the event that the signing party (e.g., Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for consolidation or merger with another entity (private or public), by its discretion or otherwise, written notice of such decision or event shall be delivered to the PRDOH Legal Division at contractscdbgdr@vivienda.pr.gov at **least fifteen (15) days** prior to the effective date of the consolidation or merger. The notice shall include, but not be limited to, a description of: the expected effective date of the consolidation or merger; the name of each of the constituent entities moving to

consolidate or merge into the single resulting or surviving entity; the proposed name of the resulting entity (in case of a consolidation) or the name of the surviving entity (in case of a merger) if necessary; reference to the projected capacity of the resulting or surviving entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement as well as its Exhibits or Attachments; and a brief summary of the proposed plan to achieve the transition of duties (Scope of Work or Scope of Services), tasks, and performance goals or requirements to the resulting or surviving entity.

Upon the consolidation or the merger becoming effective and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not be limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment. No amendment to the Agreement will be necessary if the Subrecipient, Contractor, or Subcontractor becomes the surviving entity following a merger.

Failure to comply with any of the before-mentioned conditions may result in the activation of the termination clauses provided in the Agreement.

B. Change of Name

In the event that the signing party (e.g., Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH initiates a change of name process, written notice of such decision or event shall be delivered to the PRDOH Legal Division at contractscdbgdr@vivienda.pr.gov at least **fifteen (15) days** prior to the effective date of such event. The notice shall include, but not be limited to, a description of: the expected effective date of the change of name; the proposed name; notify about inform of any change of address; and reference of any change in the capacity of the entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement, as well as its Exhibits or Attachments.

Upon the change of name becoming effective and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment.

Failure to comply with any of the before-mentioned conditions may result in the activation of the termination clauses provided in the Agreement.

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C. Dissolution

In the event that the signing party (e.g., Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for dissolution of the entity, written notice of such decision or event shall be delivered to the PRDOH Legal Division at contractscdbgdr@vivienda.pr.gov at least **fifteen (15) days** prior to the effective date of such event. The notice shall include, but not be limited to, a description of the expected effective date of the dissolution; and contact information of one or more of its directors, officials, or agents. Upon dissolution becoming effective and supporting evidence of such event is notified to PRDOH, termination of the Agreement will follow. Consequently, the signing party acknowledges and agrees to provide to the PRDOH, after termination of the Agreement, the assistance reasonably requested to facilitate the orderly transfer of responsibility for the performance of the tasks or services to the PRDOH or a third party designated by the PRDOH. Moreover, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH following the Agreement termination.

- E. An updated version of **Attachment B** (Scope of Services) is hereto incorporated by reference into the Agreement to include changes to the Table 1: Maximum Deliverable Time Schedule and Total Allowance Time and Performance Period. (**Attachment I** of this **Amendment A**).
- F. An updated version of **Attachment C** (Compensation Schedule) is hereto incorporated by reference into the Agreement to include the new Total Estimated Hours and Total Cost changes to the Table 1: Recommended Distribution. (**Attachment II** of this **Amendment A**). The original Compensation Schedule shall remain in full force and effect until May 16, 2025. Thereafter, the revised Compensation Schedule, as modified in this Amendment A, shall govern for the remaining six (6) months of the term of the Agreement.
- G. An updated version of **Attachment D** (Performance Requirements) is hereto incorporated by reference into the Agreement to include changes to the Performance Metrics Timeframe column for: Task B; Task C; Task D; Task E and Task F. (**Attachment III** of this **Amendment A**).
- H. An updated **Attachment F** (HUD General Provisions) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original Attachment F (HUD General Provisions). (**Attachment IV** of this **Amendment A**).
- I. **An updated Attachment G** (Contractor Certification) is hereto incorporated by

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reference into the Agreement and made part of the Agreement in place of the original Attachment G (Contractor Certification). (**Attachment V** of this **Amendment A**).

- J. An updated version of **Attachment H** (Non-Conflict of Interest Certification) is hereto incorporated by reference into the Agreement. (**Attachment VI** of this **Amendment A**).

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/MIT 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/MIT 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, a duplication of benefits, or non-compensable, no matter the cause. This clause shall survive indefinitely the termination of the Agreement, as amended.

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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 PR DOH 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 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. COMPLIANCE WITH THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO (FOMB) POLICY: REVIEW OF CONTRACTS, AS MODIFIED ON APRIL 30, 2021, REGARDING PROFESSIONAL SERVICES

The FOMB Policy requires that all agreements that contemplate recurring professional services that may be performed by appropriately trained government staff include a provision of compliance with the adequate transfer of skills and technical knowledge to the pertinent public sector personnel. This requirement shall not apply to contracts that contemplate non-recurring professional services or specialized professional services that may not be performed by existing staff at the applicable governmental entity, including as a result of independence requirements.

Accordingly, given that the agreements under CDBG-DR are non-recurring professional services or specialized professional services, the PRDOH certifies that the transfer of skills and technical knowledge required by the Certified Fiscal Plan is inapplicable given the non-recurring or specialized nature of the contracted services.

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As mentioned before, HUD allocated funds for disaster recovery assistance to the Government of Puerto Rico under the CDBG-DR Program. These funds are intended to provide financial assistance to address unmet needs that arise and that are not covered by other sources of financial aid. In addition, with these allocations of funding under the Grant Agreement, the PRDOH will conduct a comprehensive recovery to benefit the residents of Puerto Rico.

XIV. COMPLIANCE WITH THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO (FOMB) POLICY, REVIEW OF CONTRACTS

As part of the PRDOH contract process, and pursuant to Section 204(b)(2) of the "Puerto Rico Oversight, Management, and Economic Stability Act," 48 U.S.C. §2101, et seq., also known as "PROMESA", the Financial Oversight and Management Board for Puerto Rico (FOMB) require approval of certain contracts and amendments to assure that they "promote market competition" and "are not inconsistent with the approved fiscal plan." For the approval process, the FOMB requests, among other information, the Contractor Certification Requirement for its evaluation. In compliance with the above, the CONTRACTOR represents and warrants that the information included in the Contractor Certification Requirement is complete, accurate and correct, and that any misrepresentation, inaccuracy or falseness in such Certification will render the contract null and void and the CONTRACTOR will have the obligation to reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed Amendment and original Agreement.

XV. 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/MIT and state funding, recapture of CDBG-DR/MIT and/or state funds, overpayment of CDBG-DR/MIT 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.

XVI. COMPLIANCE WITH ADMINISTRATIVE ORDER NO. OA-HD-25-03 OF PRDOH

On April 28, 2025, PRDOH issued an Administrative Order No. OA-HD-25-03, to establish public policy regarding the use and management of electronic and digital signatures within PRDOH. Additionally, to recognize electronic and digital signatures in the course of PRDOH's operations.

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In compliance with OA-HD-25-03, PRDOH validates the consent of the electronic signatories through the incorporation of the following clause:

The Parties agree that this document may be signed by electronic means. They further acknowledge that, if signed in this manner, the document shall retain its legal validity and effect with respect to enforceability, consent, applicability, and admissibility.

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

TETRA TECH, INC.

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Ciary Pérez Peña

Ciary Pérez Peña (May 13, 2025 17:55 EDT)

Hon. Ciary Y. Perez Peña

Secretary

Jonathan Burgiel

Jonathan Burgiel (May 13, 2025 07:29 EDT)

Jonathan Burgiel

Business Unit President

ATTACHMENT B
SCOPE OF SERVICES
Request for Proposals
Policy and Regulation Assessment Services for
Mitigation and Adaptation Policy Support (MAPS) Program
Community Development Block Grant – Mitigation Puerto Rico Department
of Housing
CDBG-MIT-RFP-2023-01

1 Introduction and Overview

The Puerto Rico Department of Housing (**PRDOH**) administers various grants as a result of allocations made by the U.S. Department of Housing and Urban Development (**HUD**) as part of the Community Development Block Grant (**CDBG**) Program. These grants can be divided into two major groups, those aimed at disaster recovery (**CDBG-DR**) and those funds destined for mitigation activities (**CDBG-MIT**).

The CDBG-DR grants address Puerto Rico's long-term recovery efforts, restoration of housing, infrastructure, and economic revitalization in distressed areas following a disaster. CDBG-MIT funds are aimed at activities that increase resiliency to disasters and reduce long-term risks of loss of life, injuries, damage to and loss of property suffering and hardship by reducing the impact of future disasters.

The PRDOH, while administering HUD funds, may receive allocations for the recovery and mitigation following future disasters on the Island. These include damages caused by Hurricane Fiona, major floods that occurred during 2022, and any other future disasters. Therefore, PRDOH reserves the right to amend any contract(s) resulting from this procurement process to include services

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under any fund allocation presently administered and/or that may be administered by PRDOH.

This document defines the **Policy and Regulation Assessment Services** tasks that the Selected Proposer(s) must perform in order to support PRDOH in the implementation and administration of the MAPS Program under the CDBG-MIT Program. A detailed description of the CDBG-MIT Program is included in the Action Plan approved by HUD. A complete copy of the CDBG-MIT Action Plan is available at <https://cdbg-dr.pr.gov/cdbg-mit/>. Each Proposer(s) is responsible to review requirements for the CDBG-MIT programs and take awareness of the eligible projects allowed under MAPS Programs.

The PRDOH aims to contract, at its discretion and in the best interest of the overall programs' implementation, one (1) or more firm(s) to provide the services of Policy and Regulation Assessment Services as determined by PRDOH, under the CDBG-MIT grant(s) for a performance period of twenty-four (24) months with the optional contract extension of one (1) additional term of twelve (12) months, upon mutual written agreement of the parties. If multiple firms are contracted, the Selected Proposer(s) shall work in a combined arrangement in the best interest of the overall program to implement a timely and cost-efficient management structure.

This RFP is subject to the availability of HUD CDBG-DR and CDBG-MIT funds to complete the scope of services described here. In the event of not receiving them, this RFP will be cancelled and terminated without any liability whatsoever, including without limitation pre-contractual expenses and non-contractual damages, from the PRDOH, the Government of Puerto Rico and HUD.

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2 Mitigation and Adaptation Policy Support Program (MAPS)

As described in the PRDOH CDBG-MIT Action Plan, the MAPS Program builds on information related to policy needs across the archipelago of Puerto Rico collected through the stakeholder engagement process during the Action Plan drafting, the Disaster Recovery Planning Programs, including the Municipal Recovery Planning (**MRP**) Program, and the Whole Community Resilience Planning (**WCRP**) Program. It shall also utilize, as it becomes available, the information collected under the CDBG-DR Puerto Rico Geospatial Framework (**GeoFrame**) Program, the CDBG-MIT Planning and Capacity Building (**PCB**) Program, and the CDBG-MIT Risk and Asset Data (**RAD**) Collection Program.

Mitigation and Adaptation policy support makes use of policy, building code, land use plans, zoning, and planning and capacity building interventions to enhance local jurisdictional and community ability to prepare and plan for, avoid, absorb, recover from, and more successfully adapt to potential risk from hazardous events. The evaluation of social structures, such as policy and governance of the different development patterns in Puerto Rico, shall be based on the geographically based Risk Assessment completed and made available to the public, which yields an increased understanding of risk to integrate and align local, state, and federal policies that impact mitigation and long- term resilience in Puerto Rico.

A comprehensive policy analysis shall consider multi-hazard mitigation policy changes to create a policy framework that increases the adaptive capacity of local jurisdictions and neighborhoods including but not limited to:¹

¹ FEMA. Mitigation Ideas for Natural Hazards. June 2017. Accessed at:

https://www.fema.gov/sites/default/files/2020-06/fema-mitigation-ideas_02-13-2013.pdf

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- Limiting (regulating) and preventing development in high hazard areas such as: using conservation easements to protect environmentally significant portions of parcels from development; acquiring hazardous areas for conservation or restoration as a functional public park or natural mitigation asset; and/or acquiring safe sites for public facilities (e.g., schools, police/fire stations, etc.).
- Adopting development regulations in hazard areas such as: requiring setbacks from hazardous areas such as shorelines, steep slopes, or wetlands; requiring conditional or special use permits for the development of known hazard areas; adopting impervious cover limits; offering expanded development rights to developers/businesses for performing mitigation retrofits; and/or incorporating restrictive covenants on properties located in known hazard areas.
- Limiting density of development in high hazard areas such as: increasing minimum lot size for development; designating agricultural use districts; ensuring zoning ordinance encourages higher density outside of high risk areas; requiring clustering for planned unit developments in the zoning ordinance to reduce densities in known hazard areas; establishing a local transfer of development rights (**TDR**) program for risk in known hazard areas; and/or establishing a process to reduce densities in damaged areas following a disaster event.
- Strengthening land use regulations to reduce hazard risk through activities such as: using bonus/incentive zoning to encourage mitigation measures for private land development; using conditional use zoning to require mitigation measures for private land development; establishing a process to use overlay zones to require mitigation techniques in high-hazard districts; adopting a post-disaster recovery ordinance based on a plan to regulate repair activity; adopting environmental review

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standards; and/or incorporating proper species selection, planting, and maintenance practices into landscape ordinances.

- Supporting local adoption and enforcement of building code and inspections to help ensure buildings can adequately withstand damage during hazard events such as: adopting locally the requirements of Puerto Rico Codes 2018² standards and appropriate International Residential Code (**IRC**); incorporating higher standards for hazard resistance in the local application of the building code; considering the orientation of new development during design (e.g., subdivisions, buildings, infrastructure, etc.); establishing moratorium procedures to guide the suspension of post-disaster reconstruction permits; and/or establishing “value added” incentives for hazard-resistant construction practices beyond code requirements. Creating local funding mechanisms to leverage resources through measures such as: establishing a local reserve fund for public mitigation measures; using impact fees to help fund public hazard mitigation projects related to land development (e.g., increased runoff); requiring a development impact tax on new construction to mitigate the impacts of that development; recruiting local financial institutions to participate in “good neighbor” lending for private mitigation practices; and/or providing a local match to federal funds that can pay for private mitigation practices. Utilize incentives and disincentives to promote hazard mitigation through measures such as: using special tax assessments to discourage builders from constructing in hazardous areas; using insurance incentives and disincentives; providing tax incentives for the development of low-risk hazard parcels and to encourage infill development; waiving permitting

² Puerto Rico Codes 2018, Regulation No. 9105 can be found here:

<http://app.estado.gobierno.pr/ReglamentosOnLine/Reglamentos/9105.pdf>

fees for home construction projects related to mitigation; using tax abatements, public subsidies, and other incentives to encourage private mitigation practices; and/or reducing or deferring the tax burden for undeveloped hazard areas facing development pressure.

2.1 MAPS Program Supporting Entities Review Coordination

The MAPS Supporting Entities may be multi-sector and multidisciplinary organizations that may include government and the private non-profit sector, among other eligible entities. The purpose is for each entity to contribute its expertise according to their field. The MAPS Supporting Entities may advise, assist, and align PRDOH and the Program vendor(s) in the implementation of a comprehensive work plan to achieve the MAPS Program outcomes. Deliverables from the Program vendor(s) may be reviewed by the MAPS Supporting Entities and shall be submitted to PRDOH to be reviewed and confirmed by the MAPS Board.³

The Program vendor(s) shall work with MAPS Supporting Entities and the PRDOH MAPS Board (See **Figure 1: MAPS Board, MAPS Supporting Entity, and Vendor Roles**).

³ The MAPS Board is a governing body, appointed to serve during the Program's life. Its members and internal committees will be appointed by the PRDOH Disaster Recovery Deputy Secretary. The MAPS Board is responsible for Program decision-making and for the oversight of Program development.

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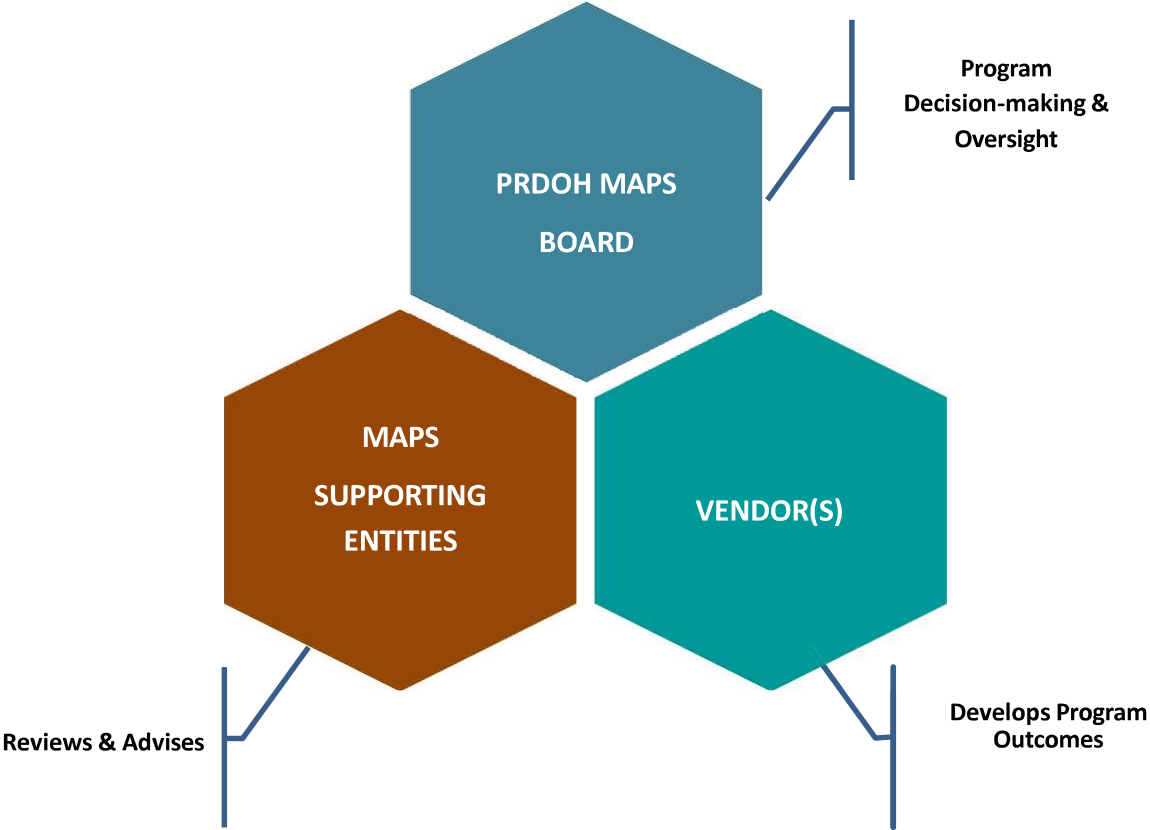


Figure 1: MAPS Board, MAPS Supporting Entity, and Vendor Roles

3 Staff Requirements, Experience, and Qualifications

3.1 Staff Requirement

Selected Proposer(s) shall have or will secure, at its own expense, all personnel required to perform the services under the MAPS Program Planning Vendor contract. The Program Key Staff must be ready to begin working **within fifteen (15) days** after the contemplated contract execution date and may be working throughout the contract term. The Selected Proposer(s) must coordinate the availability of the Program resources with PRDOH before commencing work. Selected Proposer(s) must ensure that all services are performed by professionals with the proper, professional licenses, qualifications, skills, and

experience necessary to perform such services, according to applicable federal and local rules and regulations.

Key Staff will require PRDOH revision if a change of personnel is needed. Therefore, any service performed by Key Staff without PRDOH's written authorization cannot be invoiced and will not be reimbursed. The PRDOH reserves the right to request the removal of any staff not performing to PRDOH's expectations.

3.2 Staff Experience and Qualifications

The Proposer shall provide detailed information about the experience and qualifications of the Key Staff to be assigned through a resume or curriculum vitae (**CV**), including degrees, certifications, licenses, and years of relevant experience. In addition, Proposer shall specifically identify personnel currently employed who will serve as Key Staff, including the Proposer's own staff and subcontracted.

The Proposer should demonstrate that the staff or subcontractor's staff have the educational background and the necessary experience and knowledge to successfully implement and perform the services. PRDOH expects the Selected Proposer(s) to provide competent and fully qualified staff that are authorized or permitted under federal, state, and local law to perform the scope of services under the contract.

PRDOH provides a list of the recommended qualifications and experiences considered for the execution and completion of the requested services. This should not be considered an exhaustive list of all necessary qualifications, but a description of PRDOH's expectations and assumptions of expertise needed for the Policy and Regulation Assessment Services for MAPS Provider(s). Proposers are expected to identify, present, and suggest the Key Staff with the

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technical qualifications and experience that best meet the needs detailed in the Services section within this scope. Proposers should consider the following list as a reference and not as a list of requirements:

- In-depth knowledge and experience with Legal and regulatory analysis.
- Knowledge of the legal and regulatory framework of Puerto Rico Government entities related to planning, permitting, inspection processes, and adjudicative process.
- Knowledge of the legal and regulatory framework of Puerto Rico Municipalities' powers and faculties, related to planning regulation, permits, and Puerto Rico Municipal Code among others.
- Experience in the development and guidance of Best Practices on regulatory or policy-oriented methods to enhance resilience, model ordinances, regulatory tools, trend identification, relocation policies for at-risk communities, and increase access to insurance on Municipal, Government of Puerto Rico, and Federal levels.
- Knowledge and experience with Federally funded Programs.
- Proficiency in land use plans, zoning codes, building code best practices, and resilience standards in construction.
- Knowledge in development of public policy recommendations stemming from a policy assessment process.
- Experience in work related to the fields of environmental sciences, environmental protection, or the application of environmental laws and regulations for complex projects.
- Knowledge of federal and local environmental laws, coastal laws, and regulations.
- Experience overseeing different licensed professionals such as, but not limited to planners, architects, lawyers, surveyors and/or other

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professions as deemed necessary by the proposer to reach Program expected goals.

- Knowledge in researching, collecting, and organizing legal and policy related information for preparation of programmatic documents such as reports, manuals, guides, plans, and proposals.
- Experience supporting similar programs daily operations and staff management.
- Proficient in preparing and formatting technical reports, legal analysis documents, presentations, letters, and memorandums.
- Experience in filing, classifying, organizing, cataloguing, and control of the distribution, access, and format of program records and documents.
- Experience in supporting public engagement activities such as, but not limited to governmental, non-governmental, and professional entities, municipalities, as well as citizens.

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3.3 Organizational and Staffing Plan

The Proposer shall submit to the PRDOH an organizational chart detailing the proposed resources (whether employed by the Proposer or a subcontractor) who shall perform any services required for the implementation of the tasks detailed in this Scope of Services. The Proposer's organization and staffing plan shall specifically include the required number of personnel, role and responsibilities, name of the resource(s) or subcontractor(s), resume or professional information, their planned level of effort, their anticipated duration of involvement, and their on-site availability.

NOTE: FALSE OR MISLEADING STATEMENTS REGARDING STAFF QUALIFICATIONS OR PRIOR PROJECTS WILL RESULT IN THE DISQUALIFICATION OF THE RESPONSE AND CANCELLATION OF ANY RESULTING CONTRACT IF DISCOVERED AFTER AWARD.

4 Policy and Regulation Assessment Services

The Selected Proposer(s) may be required to coordinate with other firm(s), contracted by the PRDOH that will be providing services regarding CDBG-DR and CDBG-MIT Programs. The Selected Proposer(s) must study and get familiarized with both disaster recovery and mitigation programs to have a clear understanding of PRDOH's expectations.

The Selected Proposer(s) will perform the required services under sequential tasks and sub- tasks, some of these tasks will require a formal deliverable to the PRDOH. For every deliverable, the Selected Proposer(s) must expect PRDOH's reasonable comments or revisions (request for changes) of delivered documents. The Selected Proposer(s) must account for revisions or clarifications requests by PRDOH related to required deliveries.

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

4.1 Services

The Policy and Regulation Assessment Services for MAPS Program will be broken into the following tasks, deliverables, and activities.

Task A: Analysis of Existing Policy Framework

Subtask A.1: Background Research and Baseline Conditions

- Identify all relevant existing Puerto Rico's state and municipal policy framework and conduct initial review. This research shall include laws, bills, Incentive Codes, jurisprudence, regulations, administrative

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procedures, public agencies' plans, legal review publications, community or small area plans, hazard mitigation plans, strategic plans, Investment Programs, economic development, infrastructure and/or housing plans, environmental or coastal plans, building code, land use plans, and zoning, as deemed relevant.

- Conduct an overall assessment of the identified CDBG-MIT Action Plan Lifelines including but not limited to official statistics, existing survey results, and quality research reports, journal, and newspaper articles on the following areas: economic, environmental, infrastructure and housing information.
- Any other services as required by PRDOH.

Deliverable(s):

One (1) written report and/or other types of databases or program files related to the activities outlined in the Task.

Subtask A.2: Policy Assessment of Risk and Vulnerability identified within the CDBG-DR and CDBG-MIT Action Plans.

- Collect, compile, and categorize existing Laws, Bills, Regulations, legal documents, datasets, or any others document as deemed relevant with the identified CDBG-MIT Action Plan Lifelines to harden and modernize the built environment (i.e., the technological systems) to withstand hazardous events.

Deliverable(s):

One (1) preliminary report of the identified CDBG-MIT Action Plan high-level risk and vulnerability assessment evaluation.

One (1) Preliminary Digital Database with the collection and indexing of the information determined in Task A: Analysis of Existing Policy

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Framework. Indexing must include the logical and detailed inventory, with classifications and organization of all documentation as requested by PRDOH. Specific requirements of the submission, such as contents, file type, document type and format, paper size, font type and size, logos, etc. must be presented, discussed, and coordinated before submission preparation.

Task B: Gap Analysis and Collection of Additional Information

Subtask B.1: Gap Analysis

- Identify and develop a comprehensive list of information and/or studies that may be required to fully assess and analyze the identified policies, incentives codes and regulations, procedures, but which are not represented in the preliminary report of the identified CDBG-MIT Action Plan high-level risk and vulnerability assessment evaluation. This list should be reasonable in its scope and is subject to prior approval.
- Any other services as required by PRDOH.

Deliverable(s):

One (1) high-level data gap analysis report.

Subtask B.2: Collect necessary information.

- Upon completion of Task A: Analysis of Existing Policy Framework, identify and implement a strategy to collect the information identified in the Gap Analysis report. All data, information and studies will be the property of PRDOH and will be shared with other relevant entities.
- Any other services as required by PRDOH.

Deliverable(s):

One (1) Revised Digital Database with the collection and indexing of the information determined in Task B: Gap Analysis and Collection of Additional Information (Subtask B.1: Gap Analysis). Indexing must include the logical and detailed inventory, with classifications and organization of all documentation as requested by PRDOH. Specific requirements of the submission, such as contents, file type, document type and format, paper size, font type and size, logos, etc. must be presented, discussed, and coordinated before submission preparation.

Task C: Public Engagement Coordination

Subtask C.1: Legal and Policy Framework Stakeholder Profile

- Provide support and feedback as requested by the PRDOH and in coordination with the PRDOH MAPS Board, Program Subrecipient or Supporting Entity(ies). The Selected Proposer(s) will assist in the development of a Stakeholders profile for the project. PRDOH will monitor and report activities that require stakeholder engagement in compliance with CDBG-DR and CDBG-MIT program guidelines, policies, and regulations.

Subtask C.2: Communications and Messaging

- As requested by the PRDOH, provide support and feedback, necessary for the development of communications and messaging strategies for public engagement.

Deliverable(s):

Develop an electronic file submission of all information requested by the PRDOH in support of MAPS Public Engagement Coordination Activities.

Task D: Public Report Development

Subtask D.1: Develop Vision, Goals, Objectives, and Activities

- Identify vision, goals, objectives, and activities that are necessary to enhance existing policy that will enable local jurisdictional and community ability to prepare and plan for potential risk from hazardous events. These must be tied to the Action Plan and MAPS Program Guidelines and aligned to mitigation and recovery programs as well as the Analysis of Existing Policy Framework.
- Areas of emphasis could include, but are not limited to:
 1. Limiting (regulating) and preventing development in high hazard areas,
 2. Adopting existing development regulations in hazard areas,
 3. Limiting density of development in high hazard areas,
 4. Strengthening land use regulations to reduce hazard risk,
 5. Supporting local adoption and enforcement of existing building code and inspections to help ensure buildings can adequately withstand damage during hazard events. Creating local funding mechanisms to leverage resources. Utilize incentives and disincentives to promote hazard mitigation through measures such as:
 - a. Using special tax assessments to discourage builders from constructing in hazardous areas, using insurance incentives and disincentives.
 - b. Identified existing tax incentives for the development of low-risk hazard parcels and to encourage infill development,
 - c. Waiving permitting fees for home construction projects related to mitigation.

- d. Using tax abatements, public subsidies, and other incentives to encourage private mitigation practices,
- e. and/or reducing or deferring the tax burden for undeveloped hazard areas facing development pressure.

Deliverable(s):

One (1) Report that includes the identified vision, goals, objectives, and activities that are necessary to enhance existing policy that will enable local jurisdictional and community ability to prepare and plan for potential risk from hazardous events.

Subtask D.2: Develop potential strategic initiatives and/or Public Policy Recommendations

- In coordination with the PRDOH and the MAPS Subrecipients or Supporting Entity(ies), identify potential strategic initiatives and/or Public Policy recommendations, with outcomes that support the long-term recovery through the identification of mitigation activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters.
- In coordination with the PRDOH and the MAPS Program Subrecipients or Supporting Entity(ies), identify and describe a suite of Best Practices related to Mitigation Planning, and Programs that are applicable to the goals and vision of the identified area. Examples of existing best practices to be included are relocation of at-risk communities, land use restrictions, and ordinances to support actions that promote an increase in hazard insurance coverage.

Deliverable(s):

One (1) Report on the analysis of the identified potential strategic initiatives and/or Public Policy recommendations, proposed Best Practices related to Mitigation Planning, and Programs initiatives to strengthen mitigative and resilience impact, and other final recommendations, as well as, potentially, a Scenario Analysis that examines in further detail the mitigative efficacy of the identified potential strategic initiatives and/or Public Policy recommendations, and a compilation of regulations that may apply to any proposed strategic initiatives.

Subtask D.3: Develop Implementation Strategy

- Identify recommended, policies, programs, or other action items based on achievability, feasibility, effectiveness, and funding availability for discussion with the MAPS Program Subrecipient or Supporting Entity(ies) and further view and the approval of the PRDOH MAPS Board.
- Develop a phased approach to implementation of a Policy Toolbox for:
 1. Model ordinances,
 2. Regulatory tools,
 3. Trend identifications,
 4. Relocation policies for at-risk communities,
 5. Increase access to insurance and,
 6. Recommended course of actions.
- Phases should include immediate, short, medium- and long-term, policies, programs, or other action items.
- Particular emphasis should be given to policies, programs, or other action items that can be funded through other CDBG-MIT programs, as described in the CDBG-MIT Action Plan.

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- Identify and provide additional information necessary to understand achievability and feasibility of identified policies, programs, or other action items.
- Develop fiscal impact statements, cost analyses, and identify budgets and funding sources for policies, programs, or other action items identified in the Implementation Strategy.
- Develop a strategy to engage with MAPS Program's Subrecipients, Supporting Entity(ies) and other program partners to support implementation of the MAPS Program recommended activities.

Deliverable(s):

One (1) draft Implementation Strategy which contains the above-mentioned information in this Task, and which clearly defines the steps necessary to implement the MAPS Public Report and Policy Toolbox Development. The implementation strategy should focus on leveraging resources from other CDBG- MIT programs, as defined in the Action Plan, and provide clear prioritization of policies, programs, or other action items. Also, the Policy Toolbox will include a collection of best practices regarding Mitigation Planning Programs, hazard concerns, existing ordinance models and regulatory tools to address issues found.

Subtask D.4: Final Public Report

- In coordination with the PRDOH MAPS Board and the Program Subrecipient or Supporting Entity(ies), develop a public-facing Public Report. This report will detail the Policy Framework analysis and recommendation, Policy Toolbox for model ordinances, procedures, regulatory tools, trend identifications, relocation policies for risk communities, increase access to insurance and, ordinances regulatory tools, process work as well as the development of recommendations

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stemming from this process. The report will discuss the particulars facing the specific policy.

Deliverable(s):

One (1) final Public Report that will provide the details of the MAPS Policy and Regulation Assessment Services tasks process made on Task D (Public Report Development) and their referenced subsections.

Task E: Monitoring, Reporting, and Compliance

Subtask E.1: Program Reporting, Monitoring and Compliance, and Required Monthly Reports

- The Policy and Regulation Assessment providers will be responsible for ensuring compliance with schedules, budgets, milestones, and deliverables, and may be asked to perform QA/QC functions.
- Provide milestone reporting as defined by the PRDOH. Provide the PRDOH with project progress reports on demand, as well as access to the project management system for PRDOH to monitor the project.
- Report on information that includes project activity deemed critical by the PRDOH.
- Compile and review information necessary to prepare reports required under HUD regulations.
- Preparation and timely submission of monthly reports to inform on progress and status of deliveries and milestones, monitoring and compliance results for each phase/task performed in the development of the Program. The outline template of monthly reports will be established by the PRDOH after this RFP is awarded.
- Prepare any weekly, biweekly, monthly, or special reports required to inform progress, performance, and status of deliverables and

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milestones, monitoring and compliance results for each task performed throughout program implementation, as requested by PRDOH.

- Work with PRDOH to prepare written reports and analysis and contribute to the preparation of a broad range of policy documents, Action Plan, and other materials regarding the assessment and implementation of programs and projects.
- Stay abreast of requirements and maintain all program documentation as required by HUD and PRDOH.
- Provide workload and production projections and other requested reports to PRDOH.

Deliverable(s):

Include Monthly reports and any other requested information to inform on progress and status of deliverables and milestones and compliance results for each phase/task performed in the development of the Program.

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Task F: Coordination

Subtask F.1: Coordination with PRDOH and other MAPS Entities

- Coordinate with the PRDOH MAPS Board and the Program Subrecipient or Supporting Entity(ies) as needed. This could include working closely with PRDOH MAPS Board, Program Subrecipient or Supporting Entity (ies) to implement program activities or identify methods that PRDOH and other governmental agencies can use to maximize and leverage program efforts.
- Coordinate with other initiatives or efforts as needed. This could include coordination with programs under CDBG-DR and/or CDBG-MIT Portfolios, and others as identified.

Deliverable(s):

Include quarterly reports of ongoing coordination efforts to the PRDOH MAPS Board, Program Subrecipient or Supporting Entity(ies) and stakeholders.

Task G: Document Control and Management

Subtask G.1: Document Control, Management, and Storage

- Store, archive, and retrieve physical documents and electronic images of all paper documents, correspondence, training material, and policies and procedures in a secured data warehouse in accordance with HUD regulations and requirements in coordination with PRDOH System of Record requirements.
- Provide sufficient, appropriate document control and management to meet the financial and documentation requirements for CDBG-MIT and CDBG-DR grants.
- Make provisions for the delivery of complete and auditable systems of record upon which PRDOH can rely to retain, update, and extract data.
- Any other task necessary for proper document control management.
Note: PRDOH will not pay for any work not documented in the PRDOH system of record.

Deliverable(s):

Stakeholder Engagement Reports, Progress Reports, Program approach report and presentation, Workplan, Meetings Summaries, Training and Capacity Building Report, Electronic and physical documents archive. The Selected Proposer must upload this submission to the required, secure location. Specific requirements of the submission, such as

contents, file type, document type and format, paper size, font type and size, logos, etc. must be presented, discussed, and coordinated before submission preparation.

Task H: Closeout

- The Selected Proposer(s) must comply with the review of information in PRDOH's system of record to successfully complete Closeout and receive the project closeout letter. Closeout includes the completion of all required documentation (forms, templates, checklists, etc.) and backup, in compliance with PRDOH's guides, policies and regulations for the administrative Closeout of the contract. PRDOH will evaluate all documentation submitted by the Selected Proposers and will validate the Completeness of the submission before issuing the final Closeout approval.

Deliverable(s):

Complete PRDOH's closeout process using the PRDOH's system of record – The Selected Proposer(s) must complete and get approval of PRDOH to complete the closeout process and receive the closeout letter.

5 Special Services

The MAPS Program comprises a wide variety of policies. Applicable policies including laws and regulations, plans, strategies under federally funded programs may require the review for the elaboration of the corresponding measures to develop MAPS and other CDBG-DR and CDBG-MIT activities.

As requested by PRDOH, the Selected Proposer(s) must consider the following activities as part of Special Services:

- Serve as a Consultant on State and Municipal policy and regulatory issues.
- Serve as a Consultant on federal policy and regulatory issues.
- Make provisions for various white papers, explanations, and opinions on an as- needed basis.

6 Deliverables Schedule

The Selected Proposer(s) shall be responsible for completing, at a minimum, the activities outlined in this Scope of Services. Selected Proposer(s) must be prepared to commence these services **within fifteen (15) days** upon contract execution, at the direction of PRDOH and complete them no more than **twenty-four (24) months** after commencement.

Table 1 Maximum Deliverable Time Schedule and Total Allocated time:

Twenty-four (24) months period Tasks	Deliverables Estimated Completion Time Upon Contract Execution
Task A: Analysis of Existing Policy Framework	Within the first six (6) Months
Task B: Gap Analysis and Collection of Additional Information	Starting on month three (3) and finalizing on or before month seventeen (17) (This task is concurrent with Task A: Analysis of existing Policy Framework)
Task C: Public Engagement Coordination	Upon request by PRDOH Communications Division during the performance period of twenty-four (24) months
Task D: Public Report Development	Starting at month six (6) and finalizing on or before month twenty-four (24)

Twenty-four (24) months period Tasks	Deliverables Estimated Completion Time Upon Contract Execution
Task E: Monitoring, Reporting and Compliance	During the performance period of twenty-four (24) months
Task F: Coordination	During the performance period of twenty-four (24) months
Task G: Document Control and Management	During the performance period of twenty (24) months
Task H: Closeout	No later than ninety (90) calendar days after the end date of the performance period.

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Proposers must be registered in the System for Award Management (**SAM**) at the time of the Proposal submission or initiate the registration process right after the Proposal submission. For more information about the System for Award Management (SAM) go to <https://sam.gov/content/home>. Awards will only be issued to entities which are cleared and not ineligible for award of a contract due to suspension, debarment, or HUD imposed limited denial of participation.

8

PRDOH Reservation of Rights

The PRDOH reserves the right, without limitations, to:

i.

Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed to be in its best interests.

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Policy and Regulation Assessment Services for MAPS

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- ii. Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- iii. Cancel this solicitation and reissue the RFP or another version of it, if it deems that doing so is in the best interest of the Public Interest.
- iv. PRDOH shall have no obligation to compensate any Selected Proposer(s) for any costs incurred in responding to this RFP.
- v. To reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to, if:
 - 1) Funding is not available.
 - 2) Legal restrictions are placed upon the expenditure of monies for this category.
 - 3) PRDOH's requirements in good faith change after the award of the contract.
- vi. Make an award to more than one Proposer based on ratings.
- vii. To require additional information from Selected Proposer(s) to determine the level of responsibility.
- viii. To contact any individuals, entities, or organizations that have had a business relationship with the Selected Proposer(s), regardless of their inclusion in the reference section of the proposal submittal.
- ix. In the event any resulting contract is prematurely terminated due to nonperformance and/or withdrawal by the Contractor, PRDOH reserves the right to:
 - 1) seek monetary restitution (to include but not limited to withholding of monies owed or the execution of the payment and performance bond) from the Contractor to cover costs for interim services and/or cover the difference of a higher cost (difference between terminated

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Contractor's rate and new company's rate) beginning the date of Contractor's termination through the contract expiration date.

- x. Amend the contract(s) of the Selected Proposer(s) to, among others, extend its original duration, as further explained in the RFP, or to extend the scale of its scope to include work under subsequent CDBG-DR and CDBG-MIT action plans as related to the services requested herein, or to reduce the scale of its scope to decrease work as a consequence of underperformance or inexcusable delays related to the services requested herein.
- xi. To contract with one or more Qualified Proposers as a result of the selection of the RFP or the cancellation of this RFP.
- xii. To negotiate any price from the awarded proposer(s) in response to a specific order under this solicitation.

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

The PRDOH reserves the right to, at any time during the ensuing contract period, and without penalty to the Selected Proposer(s) contracted as a result of this RFP, conduct additional competitive solicitations to obtain additional Policy and Regulation Assessment Services for MAPS when, in the opinion of the Contracting Officer, it is the best interests of the PRDOH to do so.

END OF SCOPE OF SERVICES

ATTACHMENT C

COMPENSATION SCHEDULE

TETRA TECH INC.

Policy and Regulation Assessment Services

MAPS Program

Request for Proposal No. CDBG-MIT-RFP-2023-01

The following **Table 1** contains cost information that considers the quantity of resources, maximum hours, and rates per hour provided for **Policy and Regulation Assessment Services** through their Price Form in compliance with the Request for Proposal (**RFP**) CDBG-MIT-RFP-2023- 01.

Table 1. Tetra Tech Inc.

Recommended Distribution			
STAFFING CLASSIFICATIONS	HOURLY BILLING RATE	TOTAL ESTIMATED HOURS	TOTAL COST
Program Manager	\$180.00	3300	\$ 594,000.00
Attorney (Licensed)	\$130.00	3200	\$ 416,000.00
Planner (Licensed)	\$120.00	3200	\$ 384,000.00
Engineer or Architect (PE or equivalent)	\$155.00	1462	\$ 226,610.00
Outreach & Stakeholder Engagement Coordinator	\$100.00	0	\$ -
Legal Assistant	\$105.00	0	\$ -
Administrative Assistant	\$90.00	24	\$ 2,160.00
Technical Specialist	\$130.00	600	\$ 78,000.00
Environmental Professional	\$140.00	0	\$ -
Data Analystist	\$110.00	299	\$ 32,890.00
Subject Matter Expert	\$205.00	50	\$ 10,250.00
TOTAL STAFF HOURS		12135	
SUB-TOTAL STAFF COST			\$1,743,910.00
SUB-SPECIAL SERVICES			\$ 217,800.00
TOTAL COST			\$1,961,710.00

Notes:

- (1) Staffing Classification represents the proposed staff with the technical qualifications and experience that best meet the needs detailed in the Services section within the Scope of Services.

- (2) Estimated Quantity of Hours represents the expected level of effort for the Program, in hours, for each position during the twenty-four (24) months contract term. Should not be interpreted as a cap on the allowed level of effort per position. Invoicing shall be based on the actual needs of resources for the services required.

- (3) 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.

- (4) Estimated Total Cost Per Position represents the estimated cost of positions based on the Estimated Quantity of Hours and the Rate Per Hour proposed. Should not be interpreted as a cap on the allowed billing per position. Invoicing shall be based on the actual needs of resources for the services required.

- (5) Sub-Total Staff Cost represents the maximum amount that the Contractor is allowed to invoice for the Staff positions of the Program during the twenty-four (24) months contract term. An individual position may invoice for an amount greater than that established in the Estimated Total Cost Per Position; but the total amount to be invoiced for the group of positions may not exceed the Sub-Total Staff Cost.

- (6) The Policy and Regulation Assessment Services for MAPS will be an hourly rate contract. The Estimated Hours per tasks table will be used for estimate purposes only. Additional proposed staff may be use for any specific task despite not being allocated for that activity as originally included within the Cost Form.

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Compensation Schedule

Policy and Regulation Assessment Services for MAPS

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BUDGET RE-DISTRIBUTION

The PRDOH reserves the right to re-distribute budgets shown for the above items if in benefit to MAPS Program’s successful execution without modifying the Total Contract Cost Awarded. The PRDOH may evaluate the need for re-distribution, and if determined the re-distribution is beneficial for the Program and the available balance of funds are validated, the PRDOH will provide written confirmation. Until the written confirmation is submitted by the PRDOH, the redistribution cannot be considered authorized. A re-distribution of funds, as described here, shall be considered binding and will not require an amendment to this contract.

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END OF COMPENSATION SCHEDULE

ATTACHMENT D PERFORMANCE REQUIREMENTS

Request for Proposals

Policy and Regulation Assessment Services for
Mitigation and Adaptation Policy Support (MAPS) Program
Community Development Block Grant – Mitigation
Puerto Rico Department of Housing
CDBG-MIT-RFP-2023-01

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INTRODUCTION

This document represents performance metrics and requirements for Policy and Regulation Assessment Services for the Mitigation and Adaptation Policy Support (**MAPS**) Program. 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 Puerto Rico Department of Housing (**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 Minimum 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 \$1,000.00 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 of 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.

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PERFORMANCE METRICS

TASKS	SUBTASKS	DELIVERABLES	TIMEFRAME
TASK A: Analysis of Existing Policy Framework	Subtask A.1: Background Research and Baseline Conditions	One (1) written report and/or other types of databases or program files related to the activities outlined in the Task.	Within the first six (6) Months upon contract execution.
	Subtask A.2: Policy Assessment of Risk and Vulnerability identified within the CDBG-DR and CDBG-MIT Action Plans.	One (1) preliminary report of the identified CDBG-MIT Action Plan high-level risk and vulnerability assessment evaluation.	
		One (1) Preliminary Digital Database with the collection and indexing of the information determined in Task A: Analysis of Existing Policy Framework.	
TASK B: Gap Analysis and Collection of Additional Information	Subtask B.1: Gap Analysis	One (1) high-level data gap analysis report.	Starting on month three (3) and finalizing on or before month seventeen (17) (This task is concurrent with Task A: Analysis of existing Policy Framework)
	Subtask B.2: Collect necessary information.	One (1) Revised Digital Database with the collection and indexing of the information determined in Task B: Gap Analysis and Collection of Additional Information (Subtask B.1: Gap Analysis).	
TASK C: Public Engagement Coordination	Subtask C.1: Legal and Policy Framework Stakeholder Profile	Develop an electronic file submission of all information requested by the PRDOH in support of MAPS Public Engagement Coordination Activities.	Upon request by PRDOH Communications Division during the performance period of twenty-four (24) months
	Subtask C.2: Communications and Messaging		

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TASKS	SUBTASKS	DELIVERABLES	TIMEFRAME
	Subtask D.1: Develop Vision, Goals, Objectives, and Activities	One (1) Report that includes the identified vision, goals, objectives, and activities that are necessary to enhance existing policy that will enable local jurisdictional and community ability to prepare and plan for potential risk from hazardous events.	Starting at month six (6) and finalizing on or before month twenty-four (24)
	Subtask D.2: Develop potential strategic initiatives and/or Public Policy Recommendations	One (1) Report on the analysis of the identified potential strategic initiatives and/or Public Policy recommendations.	
	Subtask D.3: Develop Implementation Strategy	One (1) draft Implementation Strategy which clearly defines the steps necessary to implement the MAPS Public Report and Policy Toolbox Development.	
	Subtask D.4: Final Public Report	One (1) final Public Report that will provide the details of the MAPS Policy and Regulation Assessment Services.	
TASK E: Monitoring, Reporting, and Compliance	Subtask E.1: Program Reporting, Monitoring and Compliance, and Required Monthly Reports	Include Monthly reports and any other requested information to inform on progress and status of deliverables and milestones and compliance results for each phase/task performed in the development of the Program.	During the performance period of twenty-four (24) months
Task F: Coordination	Subtask F.1: Coordination with PRDOH and other MAPS Entities	Include quarterly reports of ongoing coordination efforts to the PRDOH MAPS Board, Program Subrecipient or Supporting Entity(ies) and stakeholders.	During the performance period of twenty-four (24) months

SPECIAL SERVICES

TASKS	SUBTASKS	DELIVERABLES	TIMEFRAME
As requested by PRDOH, the Selected Proposer(s) must consider the following activities as part of Special Services.	<ul style="list-style-type: none">• Serve as a Consultant on State and Municipal policy and regulatory issues.• Serve as a Consultant on federal policy and regulatory issues.• Make provisions for various white papers, explanations, and opinions on an as-needed basis.	May include the development of a Resilience Scorecard, papers, memorandums, opinions, visits, consultations, among others.	Upon request during the performance period of twenty (20) months
<p>Contractor(s) guidance and support may be required for special services as described in the Scope of Work or any other service as required by PRDOH.</p> <p>Whenever Special Services are required, the Contractor shall develop the scope of services needed. The Special Services shall be submitted by the Contractor to the PRDOH through a Request for Approval (RFA) prior to the Contractor performing the services. PRDOH will evaluate each Special Service for need and cost reasonableness and, if determined to be of need and in the best interest of the project, approve the performance of the services by the Contractor. No Special Service shall be performed by the Contractor without the written approval of PRDOH. For each Special Service approved, the contract budget allowance amount will be reduced by the amount approved.</p> <p>Special Services with an estimated amount of less than \$10,000 will not require additional information to the aforementioned. If the cost of any Special Services is more than \$10,000, then the Contractor shall submit to PRDOH at least three (3) economic proposals for the Special Services. These three (3) economic proposals must be from different contractors for the performance of the Special Service. One (1) of the economic proposals may consider the Contractor’s own staff if the Contractor has the internal capacity to perform them.</p> <p>The PRDOH may standardize prices for recurrent Special Services after a determination of cost or price reasonableness of such prices. Furthermore, PRDOH may develop its own Independent Cost Estimate to determine cost or price reasonableness when the Contractor is not able to provide economic proposals, after mutual agreement of the parties.</p>			

ATTACHMENT F

HUD GENERAL PROVISIONS

Given that the Contract involves funds for which the U.S. Department of Housing and Urban Development (**HUD**) is the oversight agency, the following terms and conditions may apply to this Contract. In addition, Contractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <https://www.hudexchange.info/resource/2490/hud-form-4010-federal-labor-standards-provisions/>.

These terms and conditions must be included in their entirety by the CONTRACTOR in all purchase orders or subcontracts that are directly related to the Agreement, even though some of the terms and conditions might not apply to a particular kind of purchase order or subcontract.

These general provisions may be updated from time to time. It is the sole responsibility of the CONTRACTOR to be aware of any changes hereto, to amend and implement such changes and to ensure subcontracts terms and conditions are modified as necessary, if any.

General Provisions:

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

2. STATUTORY AND REGULATORY COMPLIANCE

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CONTRACTOR shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by: the Continuing Appropriations Act, 2018, and Supplemental Appropriations for Disaster Relief Requirements, 2017 (**Pub. L. 115-56**) approved on September 8, 2017, as amended; the Bipartisan Budget Act of 2018 (**Pub. L. 115-123**) approved on February 9, 2018, as amended; the Additional Supplemental Appropriations for Disaster Relief Act, 2019, (**Pub. L. 116-20**) approved on June 6, 2019, as amended; as well as including, but not limited, to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including if certain expenses are allowed.

3. BREACH OF CONTRACT TERMS

The Puerto Rico Department of Housing (**PRDOH**) reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this Contract, in instances where the CONTRACTOR or any of its subcontractors violate or breach any Contract term. If the CONTRACTOR or any of its subcontractors violate or breach any Contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the Contract documents, and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. REPORTING REQUIREMENTS

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

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5. ACCESS TO RECORDS

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

6. MAINTENANCE/RETENTION OF RECORDS

All records (files, data, work product) connected with this Contract will be turned over to PRDOH following the Agreement termination to be maintained for the remainder of the grant and post grant closeout.

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

The CONTRACTOR will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include, but are not limited to:

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

Additionally, for contracts of **\$10,000 or more**, the CONTRACTOR shall file Form HUD 2516 (Contract and Subcontract Activity) with the PRDOH on a quarterly basis.

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by HUD.

9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Proposer will comply with the provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in any program or activity that receives Federal funds or other Federal financial assistance. Programs that receive Federal funds cannot distinguish among individuals on the basis of race, color or national origin, either directly or indirectly, in the types, quantity, quality or timelines of program services, aids or benefits that they provide or the manner in which they provide them. This prohibition applies to intentional discrimination as well as to procedures, criteria or methods of administration that appear neutral but have a discriminatory effect on individuals because of their race, color, or national origin. Policies and practices that have such an effect must be eliminated unless a recipient can show that they were necessary to achieve a legitimate nondiscriminatory objective.

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

The CONTRACTOR shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age

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Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

11. SECTION 504 OF THE REHABILITATION ACT OF 1973

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

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

12. AGE DISCRIMINATION ACT OF 1975

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

13. DEBARMENT, SUSPENSION, AND INELIGIBILITY

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

14. CONFLICTS OF INTEREST

The CONTRACTOR shall notify the PRDOH as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as defined at 24 C.F.R. §578.95; 24 C.F.R. §570.489(g) and (h); and 24 C.F.R. §570.611, if applicable). The CONTRACTOR shall explain the actual or potential conflict in writing in sufficient detail so that the PRDOH is able to assess such actual or potential conflict. The CONTRACTOR shall provide the PRDOH any additional

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information necessary to fully assess and address such actual or potential conflict of interest. The CONTRACTOR shall accept any reasonable conflict mitigation strategy employed by the PRDOH, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

15. SUBCONTRACTING

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

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (ii) Requiring unnecessary experience and excessive bonding;
- (iii) Noncompetitive pricing practices between firms or between affiliated Companies;
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest;
- (vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement; and
- (vii) Any arbitrary action in the procurement process.

The CONTRACTOR represents to the PRDOH that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this Contract.

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

16. ASSIGNABILITY

The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the PRDOH.

17. INDEMNIFICATION

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

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

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

19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers)

The CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

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

20. DAVIS-BACON ACT
(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation)

The CONTRACTOR shall comply with the Davis Bacon Act (40 U.S.C. §§ 3141, *et seq.*) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

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

On a semi-annual basis, the CONTRACTOR shall submit Form HUD 4710 (Semi-Annual labor Standards Enforcement Report) to PRDOH.

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

If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his or her obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the PRDOH shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports

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prepared by the CONTRACTOR under this Agreement shall, at the option of the PRDOH, become the PRDOH's property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the Government of Puerto Rico and PRDOH for damages sustained by the Government of Puerto Rico and/or PRDOH by virtue of any breach of the Agreement by the CONTRACTOR, and the Government of Puerto Rico and/or PRDOH may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the Government of Puerto Rico and/or PRDOH from the CONTRACTOR is determined.

22. TERMINATION FOR CONVENIENCE

(Applicable to contracts exceeding \$10,000)

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

23. SECTION 503 OF THE REHABILITATION ACT OF 1973

(Applicable to contracts exceeding \$10,000)

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

Equal Opportunity for Workers with Disabilities:

- 1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

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- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the CONTRACTOR;
- (vii) Selection and financial support for training, including apprenticeship,
professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the CONTRACTOR including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

- 2) The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 3) In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 4) The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONTRACTOR'S obligation under the law to take

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affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The CONTRACTOR must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the CONTRACTOR may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

- 5) The CONTRACTOR will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- 6) The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

24. EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this Agreement, the CONTRACTOR agrees as follows:

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- 1) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2) The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 4) The CONTRACTOR will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the CONTRACTOR's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The CONTRACTOR will comply with all provisions of Exec. Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

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- 6) The CONTRACTOR will furnish all information and reports required by Exec. Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 7) In the event of the CONTRACTOR's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Exec. Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- 8) CONTRACTOR shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

CLEAN AIR ACT

- 1) --The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
- 2) -The CONTRACTOR agrees to report each violation to the PRDOH and understands and agrees that the PRDOH will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, HUD, and the appropriate Environmental Protection Agency Regional Office.
- 3) -The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by HUD.

WATER POLLUTION CONTROL ACT

- 1) --The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, *et seq.*
- 2) -The CONTRACTOR agrees to report each violation to the PRDOH and understands and agrees that the PRDOH will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, HUD, and the appropriate Environmental Protection Agency Regional Office.
- 3) -The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by HUD.

The CONTRACTOR and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 5 C.F.R. Part 919 Subpart E and 24 C.F.R. Part

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58 as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

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

- 1) A stipulation by the CONTRACTOR or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. Part 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (**EPA**) pursuant to 24 C.F.R. Part 58, as amended.
- 2) Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 7414) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 3) A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Agreement, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- 4) Agreement by the CONTRACTOR that he or she will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the CONTRACTOR will take such action as the government may direct as a means of enforcing such provisions.

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

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By the execution of this Contract, the CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

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

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

28. BONDING REQUIREMENTS

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

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

- 1) A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the time specified.
- 2) A performance bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A “performance bond” is one executed in connection with a contract to secure the fulfillment of all the CONTRACTOR's obligations under such contract.
- 3) A payment bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A “payment bond” is one executed in connection with a contract to assure payment as required by the law of all persons supplying labor and material in the execution of the work provided for in the contract.

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

- 1) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (**Section 3**). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- 2) The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 75 which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- 3) The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 4) The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 75. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 75.
- 5) The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 C.F.R. Part 75.

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- 6) Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- 7) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (46 U.S.C. § 5307) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- 8) For contracts exceeding \$100,000, the CONTRACTOR shall submit Form HUD 60002 (Section 3 Summary Report) to PRDOH on a quarterly basis, notwithstanding the annual reporting requirement set forth in that form's instructions.

30. FAIR HOUSING ACT

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

31. ENERGY POLICY AND CONSERVATION ACT

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CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency as contained in the Government of Puerto Rico’s energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq*).

32. HATCH ACT

CONTRACTOR agrees to comply with mandatory standards and policies relating to Hatch Act, Public Law 76-252, as amended.

The Hatch Act applies to political activities of certain state and local employees. As a Puerto Rico Department of Housing CONTRACTOR, you may do any of the following activities: be a candidate in nonpartisan elections; attend political meetings and conventions; contribute money; campaign in partisan elections; and hold office in political parties.

The CONTRACTOR may not do the following activities: be a candidate in partisan elections; use official influence to interfere in elections; coerce political contributions from subordinates in support of political parties or candidates. The office of special counsel operates a website that provides guidance concerning hatch act issues.

33. HEALTH AND SAFETY STANDARDS

All parties participating in this project agree to comply with Sections 107 and 103 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

34. PERSONNEL

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The CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the contracting party. All the services required hereunder will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

35. WITHHOLDING OF WAGES

If in the performance of this Agreement, there is any underpayment of wages by the CONTRACTOR or by any subcontractor thereunder, the PRDOH may withhold from the CONTRACTOR out of payment due to him or her an amount sufficient to pay to employees underpaid the difference between the wages required thereby to be paid and the wages actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the PRDOH for and on account of the CONTRACTOR or subcontractor to the respective employees to whom they are due.

36. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

Claims and disputes pertaining to wage rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the CONTRACTOR to the PRDOH for the latter's decision, which shall be final with respect thereto.

37. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS

No person employed on the services covered by this Agreement shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer.

38. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS

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The CONTRACTOR agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie. The CONTRACTOR will be aware of and avoid any violation of the laws of this State which prohibit municipal officers and employees from having or owning any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

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The CONTRACTOR will also be aware of and avoid any violation of the laws of this State which prescribe a criminal penalty for any public officer who has an interest in any contract passed by the board of which he or she is a member during the time he or she was a member and for one year thereafter.

39. INTEREST OF CERTAIN FEDERAL OFFICERS

No member of, or delegate to, the Congress of the United States and no Resident Commissioner shall be admitted any share or part of this Agreement or to any benefit to arise therefrom.

40. INTEREST OF CONTRACTOR

The CONTRACTOR agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of the Work hereunder. The CONTRACTOR further agrees that no person having any such interest shall be employed in the performance of this Agreement.

41. POLITICAL ACTIVITY

The CONTRACTOR will comply with the provisions of the Hatch Act (5 U.S.C. § 1501 *et seq.*), which limits the political activity of employees.

42. RELIGIOUS ACTIVITY

The CONTRACTOR agrees to abstain from using any funds related to this Agreement for inherently religious activities prohibited by 24 C.F.R. § 570.200(j), such as worship, religious instruction, or proselytization.

43. FLOOD DISASTER PROTECTION ACT OF 1973

The CONTRACTOR will ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 C.F.R. § 570.605.

44. LEAD BASED PAINT

The CONTRACTOR must comply with the regulations regarding lead-based paint found at 24 C.F.R. Part 35 on LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES with regards to all housing units assisted using CDBG-DR funds.

45. VALUE ENGINEERING

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

The CONTRACTOR must comply with the regulations regarding systematic and organized approach to analyze functions of systems, equipment, facilities, services, and materials to ensure they achieve their essential functions at the lowest cost consistent to life cycle in execution, reliability, quality, and safety, in accordance with 24 C.F.R. § 200.318(g).

46. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT (URA)

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Every project funded in part or in full by Community Development Block Grant – Disaster Recovery (CDBG-DR) funds, and all activities related to that project, are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, 42 U.S.C. § 4601 et seq., and section 104(d) of the Housing and Community Development Act of 1992, as amended (HCDA), 42 U.S.C. § 5304(d), except where waivers or alternative requirements have been provided by the U.S. Department of Housing and Urban Development (HUD). The implementing regulations for URA are at 49 C.F.R. Part 24, and the regulations for section 104(d) are at 24 C.F.R. Part 42, subpart C. Additionally, HUD has established regulations specific to CDBG-funded housing activities at 24 C.F.R. § 570.606. PRDOH has also established the Uniform Relocation Assistance Guide & Residential Anti-Displacement and Relocation Assistance Plan (URA & ADP Guide) which provides guidance and requirements regarding URA compliance and minimizing displacement that are applicable to all CDBG-DR programs. The primary purpose of these laws and regulations is to provide uniform, fair, and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects.

When CDBG-DR funds are planned, intended, or used for any activity or phase of a project and the phases are interdependent, URA applies to that activity or project. This includes any property acquisition, even if CDBG-DR funds are not used to fund the purchase, if the contract to acquire property is executed with the intention of seeking CDBG-DR funds to complete the project or an interdependent phase of the project. Contractors are responsible for ensuring URA compliance throughout the design, proposal, and implementation of any project that includes real property acquisition or displacement of residential or business occupants.

47. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (OSH ACT)

The CONTRACTOR shall comply with the Occupational Safety and Health Act of 1970 (OSH Act) as supplemented by the Department of Labor regulations. This Act created the Occupational Safety and Health Administration (OSHA). OSHA sets and enforces

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protective standards of safety and health in the workplace. Under the OSH Act, employers have a responsibility to provide a safe workplace.

Employers must comply with the 29 CFR 1910 General Obligations Clause of the OSH Act. This clause requires employers to maintain their workplaces free from serious recognized hazards. This includes the adoption of safety and health guidelines and the subsequent training of the employer's workforce in these.

CONTRACTORS whose Scope of Work includes construction activities must comply with the General Clauses, and also with provisions of 29 CFR 1926 "Construction Health and Safety Regulations". It shall be a condition of any contract for construction, alteration and/or repair, including painting and decorating, that no contractor or subcontractor for any part of the contract work shall require any worker or mechanic employed in the performance of the contract to work in an environment or in unhealthy, hazardous or dangerous working conditions to their health or safety.

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48.FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The Federal Funding Accountability and Transparency Act of 2006 (**FFATA**), as amended, was signed with the intent of reducing wasteful government spending and providing citizens with the ability to hold the government accountable for spending decisions. 2 C.F.R. § Part 170 outlines the requirements of recipients' in reporting information on subawards and executive total compensation under FFATA legislation. Any non-Federal entity that receives or administers Federal financial assistance in the form of grants, loans, loan guarantees, subsidies, insurance, food commodities, direct appropriations, assessed and voluntary contributions; and/or other financial assistance transactions that authorize the non-Federal entities' expenditure of Federal fund, is subject to these requirements. Prime contract awardees and prime grant awardees are required to report against subcontracts and subgrants awarded in the FFATA Subaward Reporting System (FSRS), the reporting tool for Federal prime awardees. This information reported will then be displayed on a public and searchable website: www.USASpending.gov.

49.PROCUREMENT

The Uniform Guidance procurement requirements (2 C.F.R. § Part 200, Subpart D) went into effect on July 1, 2018. These requirements are applicable to CDBG-DR funded projects, or as provided by 83 Federal Register 5844 VI A(1)(b)(2) permits a state grantee to elect to follow its own procurement policy. These policies and procedures ensure that Federal dollars are spent fairly and encourage open competition at the best level of service and price.

50.CHANGE ORDERS TO CONTRACTS

Change orders are issued when the initial agreed-upon pricing or work to be completed requires modification. First, the CONTRACTOR must complete a Change Order Request Form. This form and supporting documentation must be delivered to the PRDOH for review. Each change order must have a cost analysis. Once the Project Manager approves the change order, it is returned to the contractor for execution. Change orders are only invoiced on the final draw and categorized as “change orders.” The amount listed on the invoice must match the previously approved amount and must be cost-reasonable. The PRDOH is responsible for verifying cost reasonableness. Verification documentation for cost reasonableness becomes an attachment to the change order.

51. LANGUAGE ACCESS PLAN

Executive Order No. 13166, signed on August 11, 2000, requires programs, subrecipients, contractors, subcontractors, and/or developers funded in whole or in part with CDBG-DR financial assistance to ensure fair and meaningful access to programs and services for families and individuals with Limited English Proficiency (**LEP**) and/or deaf/hard of hearing. Fair access is ensured through the implementation of a Language Assistance Plan (**LAP**), which includes non-English-based outreach, translation services of vital documents, free language assistance services, and staff

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training. Vital documents are defined as depending on the importance of the program, information, encounter, or service involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.

The Fair Housing and Equal Opportunity Language Access Plan for all CDBG-DR/MIT Programs states that Subrecipient Agreements will include requirements for the provisions of LEP and Limited Spanish Proficient (**LSP**) resources by subrecipients for all public participatory activities, including marketing, outreach, applications, vital document translations as well as monitoring requirements. Subrecipients and contractors have to comply with the following LEP/LSP requirements:

- a. Provide Spanish translations for all outreach, marketing, application materials, and vital documents, and advertise the availability of language assistance services.
- b. Requirements will also be added for subrecipients, contractors, and other administering entities that interact with LEP/LSP individuals as part of the implementation of the CDBG-DR/MIT Programs to:
 - i. Develop and maintain operating procedures that address LEP/LSP assistance;
 - ii. Maintain inquiry and application logs that specify language of choice;
 - iii. Submit documentation to PRDOH supporting subrecipient efforts to further LEP access;
 - iv. Submit translated documentation to PRDOH for maintenance in PRDOH's project files; andRequire periodic monitoring by PRDOH for compliance with LEP/LSP requirements.

CDBG-DR/MIT subrecipients and contractors, as well as any other administering entities that interact with LEP/LSP individuals as part of the implementation of the programs, will be required to maintain inquiry and application logs that document the language preference of persons seeking to apply or participate in CDBG-DR/MIT funded activities.

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52. PERSONALLY IDENTIFIABLE INFORMATION

In accordance with 2 C.F.R. § 200.303, regarding internal controls of a non-Federal entity, a grantee must guarantee the protection of all Personally Identifiable Information (PII) obtained. The program will enact necessary measures to ensure PII of all applicants is safeguarded as to avoid release of private information. If a contractor or employee should experience any loss or potential loss of PII, the program shall be notified immediately of the breach or potential breach.

53. PROCUREMENT OF RECOVERED MATERIALS

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (**EPA**) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

END OF DOCUMENT

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**ATTACHMENT G
APPENDIX C
CONTRACTOR CERTIFICATION
FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO
CONTRACTS REVIEW POLICY**

Tetra Tech, Inc.

The following is hereby certified to the Oversight Board regarding the request for authorization to execute a contract amendment) for Policy and Regulation Assessment Services for Mitigation and Adaptation Policy Support (MAPS) Program by and between the **Puerto Rico Department of Housing** and **Tetra Tech, Inc.**:

1. The expected subcontractor(s) in connection with the proposed contract¹ is (are) the following:

- **Estudios Tecnicos, Inc**
Name: José J. Villamil, Founder and Chief Executive Officer
Stakeholder: Graham A. Castillo Pagán, President and Chief Operating Officer
Phone: 787-751-1675
E-Mail: estudiostecnicos@estudiostecnicos.com
Services: Resilience Scorecard Services
Subcontract Amount: \$217,791.00
- **Resilient Strategies Group, LLC**
Name: Jorge Ramirez, Principal (*no additional Stakeholders*)
Phone: (512) 633-4945
E-Mail: jorge@resilientsg.com
Services: Program Management and Staffing
Subcontract Amount: \$59,994.00
- **ROMA BC Inc.**
Name: Rosana Roig, President (*no additional Stakeholders*)
Phone: (787)729-8934
E-Mail: rroig@romabci.com
Services: Marketing and Outreach
Subcontract Amount: TBD

¹ As used herein, the term “contract” is inclusive of any amendments, modifications or extensions.

- **Quest Development and Finance, LLC**
Name: Mariela Quiñones, CEO (*no additional Stakeholders*)
Phone: (787) 366-8424
E-Mail: marielaquinones1@yahoo.com
Services: Planning
Subcontract Amount: TBD

2. Neither the contractor nor any of its owners², partners, directors, officials, or employees, has agreed to share or give a percentage of the contractor's compensation under the contract to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract, except as follows:

None

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


5. Neither the contractor, 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. Any incorrect, incomplete or false statement made by the contractor's representative as part of this certification shall cause the nullity of the proposed contract, and the contractor must reimburse immediately to the Commonwealth any


² 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.

amounts, payments, or benefits received from the Commonwealth under the proposed contract.

I hereby certify under penalty of perjury that the foregoing is complete, true, and correct on this 21st day of April of 2025.


Signature

April 21, 2025
Date


Jonathan Burgiel
Printed Name

Business Unit President
Position




ATTACHMENT H
NON- CONFLICT OF INTEREST CERTIFICATION
TETRA TECH, INC.

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

Jonathan Burgiel
Printed Name

April 21, 2025
Date

Business Unit President
Position