



The Puerto Rico Planning Board

REQUEST FOR PROPOSAL

Proposal Reference Number: 2019-0004-RFP-01

Project Title: Local Hazard Mitigation Plan Update Project

RFP Issue Date: August 31, 2018

Proposal Due Date: September 20, 2018, 12:00pm AST

Table of Contents

1.	Introduction	5
	A. Project Overview	5
	B. Questions.....	5
	i. RFP Inquiries	5
	ii. Replies and Addenda; Amendments	5
	iii. Acknowledgement of Addenda	5
	C. Notification of Errors or Omissions	5
	D. Ownership of Proposal	6
2.	Contact Information and RFP Timeline	6
	A. RFP Contact	6
	B. RFP Timeline	6
3.	Purpose and Intent.....	7
	A. Purpose.....	7
	B. Intent	7
4.	RFP Withdrawal and/or Amendments	7
	A. RFP Cancelation and Withdrawal	7
	B. RFP Amendments	7
5.	Estimated Quantities.....	7
6.	Proposal Submittal Requirements	8
	A. How to Submit.....	8
	B. Required Contents.....	8
	C. Submittal Deadline	8
	D. Rejections, Alterations, or Withdrawals of Proposal Documents	8
	E. Questions and Responses.....	8
	F. Validity Period	9
7.	Evaluation and Selection	9
	A. Proposal Evaluation and Contract Award Process	9
	B. Completeness.....	9
	C. Evaluation Criteria	9
	D. Finalist Interview	11
	E. Selection	12
	F. Ambiguity	12
	G. Unit Prices and Extensions	12
	H. Additional Information	12

I.	Partial Contract Award	12
J.	No Commitment.....	12
K.	Pre award Protest Procedures	12
L.	Single Proposal Response.....	13
8.	Small and Minority-Owned Businesses, Women’s Business Enterprises, and Labor Surplus Firms.	13
9.	Respondent Requirements	14
A.	Legal Entities.....	14
B.	Required Qualifications	14
C.	Conflicts of Interest	15
D.	Subcontractors	15
10.	Proposal Format.....	16
A.	Cover Letter and Table of Contents (2 pages).....	16
B.	Experience and Capacity (8-12 pages)	16
C.	Approach and Methodology (4-8 pages).....	17
D.	Price Proposal (form).....	17
E.	Commitment to Compliance with all Applicable Federal and Puerto Rico Regulations (2-4 pages)	18
F.	Local Parties (1-4 pages).....	18
G.	Required Forms (Appendix).....	18
11.	Additional Information.....	18
A.	Cost of Preparing Proposals	18
B.	Payment Terms and Method of Payment	19
i.	Payment Terms.....	19
ii.	Method of Payment.....	19
C.	Federal Grant Requirements	20
12.	Definitions and Acronyms	20
Appendix		22
Cover Page.....		22
Scope of Services.....		23
Deliverables		23
Project Work Schedule		24
Price Proposal.....		25
Reference Form.....		26
Conflict of Interest Questionnaire		28
Nepotism Statement.....		29

Non-Collusion Statement 30
Federal Grant Terms and Clauses 31

1. Introduction

A. Project Overview

The Puerto Rico Planning Board (PRPB) is requesting proposals from interested and qualified firms to prepare and update up to 78 local hazard mitigation plans consistent with the Scope of Services found in Appendix 1.

B. Questions

i. RFP Inquiries

All inquiries related to requirements or processes of this RFP must be submitted in writing no later than September 7, 2018 to the contact address provided in Section 2. Inquiries presented and all replies will be provided to all other respondents to this RFP who have provided a coordination Point of Contact.

ii. Replies and Addenda; Amendments

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

PRPB may change or revise any part of this RFP by issuing an amendment in the form of an addendum to the RFP. The last day for publishing an addendum on the PRPB website will be September 14, 2018.

iii. Acknowledgement of Addenda

All addenda to the RFP will be posted to PRPB's website. The proponent must exercise due care and is responsible for visiting PRPB's website to learn of and review any published addenda. Any proposal that does not adhere to all published addenda will be considered non-responsive. Proponents should use the utmost care to make sure their proposals are complete and error-free when submitted.

C. Notification of Errors or Omissions

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

and/or otherwise revise the proposal.

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

D. Ownership of Proposal

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

2. Contact Information and RFP Timeline

A. RFP Contact

Proposals must be submitted electronically to the following contact:

Puerto Rico Planning Board
Local Hazard Mitigation Plan Update Services RFP
Attention: María del C. Gordillo Pérez – Chairwoman
rfp@jp.pr.gov

Physical address:

Puerto Rico Planning Board
Roberto Sánchez Vilella Government Center, De Diego Ave
San Juan, Puerto Rico 00940-2001

B. RFP Timeline

The following is the projected timeline for this RFP. This timeline is subject to change at the discretion of PRPB. Changes to the timeline will be published on PRPB’s website. It is the responsibility of respondents to periodically review the website for any changes to this timeline.

Table 1: RFP Timeline

Target Date	Event
August 31, 2018	Publication of RFP
September 20, 2018	Proposal submission deadline (1200 AST)
September 7, 2018	Deadline for submitting questions and requests for clarifications
September 14, 2018	Last day for publishing addenda on the PRPB’s website
September 25, 2018	Selection of competitive range of proponents
September 27, 2018	Finalist interviews (if applicable)
October 4, 2018	Selection

3. Purpose and Intent

A. Purpose

This RFP is issued by the PRPB. The purpose of this RFP is to solicit proposals from interested and qualified firms to prepare and update up to 78 local hazard mitigation plans. A hazard mitigation plan is used to reduce potential loss of life and property by lessening the impact from future disasters. Mitigation plans identify hazards that can impact communities, increase education and awareness around threats, hazards and vulnerabilities, identify actions to reduce losses from those hazards, and establish coordinated processes between government, organizations, businesses and the public for reduction of risks. The plan should be compliant with 44 C.F.R. § 201.6 and follow guidance found in FEMA Policy 302-094-1, *Local Mitigation Planning Handbook*. Respondents to this RFP should include a work plan describing the steps to be taken to produce a compliant local hazard mitigation plan.

B. Intent

The intent of this RFP is to award one or more contract(s) for professional planning services, including the update of up to 78 local hazard mitigation plans. Award of a contract will be granted to a qualified offeror whose proposal comply in all material respects with this RFP and is the most advantageous to PRPB and the Government of Puerto Rico. Price will be a consideration in this decision.

4. RFP Withdrawal and/or Amendments

A. RFP Cancellation and Withdrawal

PRPB and the Government of Puerto Rico may cancel or withdraw this RFP if deemed necessary to the public interest.

B. RFP Amendments

As already provided, PRPB may amend any aspect of this RFP by formal written addendum prior to the proposal submittal deadline and will post all amendments to <http://www.jp.pr.gov>. Proponents are responsible to be aware of any amendments and to address them in their proposals, PRPB is in no obligation whatsoever to confirm or verify that proponents have consulted the agency website for amendments.

5. Estimated Quantities

PRPB does not guarantee granting only one contract or exclusivity to provide the services requested.

6. Proposal Submittal Requirements

A. How to Submit

All proposals must be submitted electronically to the contact identified in Section 2. No proposals will be accepted by any other means. Proposals submitted through any other means will be marked non-responsive. Proposals must be marked clearly with the proposal number, proposal name, and closing date and time in the submission email. Unidentifiable proposals will be marked non-responsive.

B. Required Contents

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

C. Submittal Deadline

The deadline for submittal of proposals is 1200pm AST on Thursday, September 20, 2018. It is the proposer's responsibility to have all proposal documents correctly submitted by the submittal deadline. No extensions will be granted and no late proposals will be accepted. Any proposal received after 1200 AST on September 20, 2018 will be considered non-responsive.

Proposers are encouraged to submit their proposals as soon as complete. The time and date of receipt as recorded by the email received shall be the official time of receipt. Neither PRPB nor GSA is responsible for late submission regardless of the reason. Late proposals will not be considered under any circumstances.

D. Rejections, Alterations, or Withdrawals of Proposal Documents

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

Any submitted proposal may be withdrawn or a revised proposal submitted prior to the submittal deadline. Notice of withdrawal must be submitted in writing to the contact identified in Section 2. Proposal documents may not be altered, amended, or withdrawn by the proposer after the submittal deadline.

E. Questions and Responses

Questions regarding proposals must be addresses to the contact identified in Section 2. The subject line must read **'Local Hazard Mitigation Plan Update RFP.'** The question deadline is

addressed in Table 1 : RFP Timeline. Responses will be answered after the question deadline in for form of a published addendum. No responses will be given to questions submitted after the question deadline. Questions submitted by any other means will not be answered and any communication with a proponent prior to award by PRPB other than the communications herein authorized will disqualify a vendor from being considered for award.

F. Validity Period

Once the submittal deadline has passed, any proposal document shall constitute an irrevocable proposal to provide the services set forth in the Scope of Services at the price(s) shown in the proposal document. Such proposal shall be irrevocable until the earlier of the expiration of 90 days from the submittal deadline, or until a contract has been awarded by PRPB.

7. Evaluation and Selection

A. Proposal Evaluation and Contract Award Process

An award of contract to provide the goods and/or services specified herein will be made using competitive proposals, in accordance with 2 CFR, Subpart D and PRPB's purchasing policy. PRPB will evaluate all valid proposals to determine which offerors are reasonably qualified for the award of a contract, applying the evaluation factors.

All correspondence relating to this proposal, from advertisement to award, shall be sent to the contact identified in Section 2. All presentations and/or meetings between PRPB and proposers relating to this proposal shall be coordinated by PRPB. PRPB reserves the right to determine which proposal provides PRPB and the Government of Puerto Rico the best value and which will be in PRPB's and the Government of Puerto Rico's best interests.

B. Completeness

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

C. Evaluation Criteria

Each proposal meeting all submission requirements will be independently evaluated by the Evaluation Committee, which will assign a score for each evaluation criteria up to the maximum points.

Table 2: Evaluation Criteria

Criteria	Maximum Points
<p>Experience</p> <p>Respondents must demonstrate that they have been in continuous operations for at least 5 years prior to the date of the proposal submitted. Particular consideration will be given to respondents who have combined and demonstrable experience in the areas of emergency management, disaster preparedness, disaster recovery, and hazard mitigation. Respondents should demonstrate knowledge and application of all federal laws, regulations, and policies that apply to the FEMA HM program.</p> <p>Respondents (or its key staff) must have experience related to hazard mitigation plans (either pre or post disaster) that have been adopted by the organization that commissioned the preparation of the plan(s) and should be prepared to share examples of not less than 2 FEMA-approved plans. Respondents must demonstrate experience working with multiple plans simultaneously. Respondents that demonstrate that they have staff available to begin work immediately will be scored higher than those who need additional time for staffing or whose responses are vague.</p>	<p>30 points</p>
<p>Approach and Methodology</p> <p>Respondents must outline a clear and straightforward approach to staffing and working with the following services, or have specific arrangements with sub-contractors to deliver the following services:</p> <ul style="list-style-type: none"> • Research • Public outreach • Data collection • Strategic planning • Geographical Information layers (ArcGIS, Google Earth, etc.) • Hazard mapping • Asset mapping • Creative pieces (graphic design, photos, etc.) <p>Respondents should ensure that their proposals contain sufficient information for the PRPB to make its determination by presenting credible evidence of the above to perform the services required.</p> <p>Respondents shall identify key goals and objectives and methods for achieving high standards for delivery of services, in expectation of meeting or exceeding these goals. Respondents shall explain how they will be organized to effectively work simultaneously on multiple plan updates and must clearly identify both the engagement manager and key work stream leaders.</p>	<p>20 points</p>

Criteria	Maximum Points
<p>Price Proposal</p> <p>Proposals will be evaluated on the price proposal format provided with this RFP. Respondents that clearly identify a plan for reducing project costs over the life of the project as key milestones are reached and the volume of activities reach natural break points, and that identify a clear plan for cost saving measures and/or efficiencies will receive the most points. Respondents shall clearly align position titles, job descriptions, and rates in their proposal.</p>	20 points
<p>Commitment to Complying with all Applicable Federal and Puerto Rico Regulations</p> <p>Respondents must demonstrate a commitment to complying with all applicable federal and Puerto Rico regulations. Adherence to strong ethical and integrity practices and an unequivocal commitment to solid administrative practices are essential to PRPB. A thorough understanding federal and Puerto Rico requirements is essential to project success.</p>	20 points
<p>Integration of Local Parties</p> <p>Respondents are encouraged to seek a strategic integration of local parties. PRPB has the responsibility to encourage respondents to engage local parties as team members and key individuals. The scope of services pertains to numerous federal regulations, and the deliverables will benefit the whole of Puerto Rico. This requires clear understanding of local regulations, policy frameworks, and the infrastructure and fiscal challenges of the Island. Local parties can significantly complement the services of mainland-based firms and enhance the effectiveness of respondents in the implementation and deployment of the required services.</p>	10 points
<p>Total</p>	100 points

D. Finalist Interview

PRPB may select a competitive range of qualified offerors based on the initial evaluation points and to invite those qualified respondents to a finalist interview with the Evaluation Committee. If PRPB elects to conduct finalist interviews, each qualified respondent will be required to give a strictly timed 40-minute presentation. This presentation must highlight expertise and prior project work for similar organizations. This presentation shall also clearly explain the respondent’s approach to the project and team composition. The Evaluation Committee may revise the score of a qualified respondent’s proposal based on the presentation. Respondents are responsible for all costs or expenses incurred to attend such an interview and develop the any materials.

E. Selection

Following the completion of the evaluation process, the Evaluation Committee will recommend to the PRPB the contractor(s) who has/have the highest scores on the evaluation criteria.

F. Ambiguity

Any ambiguity in the proposal as a result of omission, error, lack of clarity, or non-compliance by the proposer with specification, instructions, and all conditions shall be construed in the favor of PRPB. In the event of a conflict between these standard RFP requirements and details provided in Appendix I – Scope of Services, the appendix shall prevail.

G. Unit Prices and Extensions

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

H. Additional Information

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

I. Partial Contract Award

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

J. No Commitment

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

K. Pre award Protest Procedures

Any actual or prospective proposer who is allegedly involved with this solicitation or award of a proposal may submit a protest to the RFP specifications or to the exclusion from the competitive range, if the PRPB decides to determine one. If a competitive range is used, the excluded proponents will be notified of their exclusion with a brief explanation of the grounds for the decision. The protest must be submitted in writing to the contact identified in Section 2 within 3 working days after such aggrieved person knows of or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, PRPB will promptly issue a decision

in writing to the protesting party.

- 1) All protests lodged by potential or actual contractors or proposers must be made in writing and contain the following information:
 - a. Name, address, and telephone number of the protestor
 - b. Identification of the solicitation or contract number and title
 - c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents
 - d. Identification of the issue(s) to be resolved and a statement of what relief is requested
 - e. Arguments and authorities in support of the protest
 - f. A statement that copies of the protest have been mailed or delivered to all interested parties in the RFP process. In the case of RFPs, the contact identified in Section 2 shall ask the protestor to mail or deliver the protest to interested parties.
- 2) The contact identified in Section 2 has the authority to render the final determination regarding the protest. Any determination rendered by the contact identified in Section 2 shall be final.

Post award reconsideration and judicial review are governed by PR Act No. 38 of 2017 known as the Uniform Administrative Procedures Act of the Government of Puerto Rico.

L. Single Proposal Response

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

8. Small and Minority-Owned Businesses, Women's Business Enterprises, and Labor Surplus Firms

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

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

Provided, however nothing herein shall require PRPB to award contracts for services or procurements to a M/WBE which is not also the most responsive and responsible proposer and otherwise qualified unless PRPB may otherwise lawfully award the contract to someone other than the most responsive and responsible proposer.

9. Respondent Requirements

A. Legal Entities

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

B. Required Qualifications

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

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

- l. Past or pending voluntary or involuntary bankruptcy proceedings; or
- m. Conviction for fraud, bribery, or grand larceny or any felony listed in the PR Anticorruption Code of 2017.

C. Conflicts of Interest

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

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

At some point in the selection process, GSA may request information on any perceived conflict of interest. Also, GSA may in the future request a list of direct or indirect relationships the firm or its professionals have to Board Members or executives of state agencies or public corporations. In the event of real or apparent conflicts of interest, GSA reserves the right, in the Government's best interest and at its sole discretion, to reject a proposal outright or to impose additional conditions upon respondents. GSA reserves the right to cancel any contract awarded pursuant to this RFP with 30 days of notice in the event that an actual conflict of interest, or the appearance of such conflict, is not cured to GSA's satisfaction.

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

D. Subcontractors

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

If the respondent intends to subcontract for portions of the work, the respondent should identify

any subcontractor relationship(s) and include specific designations of the tasks to be performed by the subcontractor(s). Information required of the respondent to the RFP shall also be required of each subcontractor. The prime contractor shall be the single point of contact for all subcontract work. The prime contractor shall pay the subcontractor(s); PRPB shall not be responsible for payment of any subcontractor.

Unless provided for in the contract with PRPB, the prime contractor shall not contract with any other party for any services herein contracted without the express prior written approval of PRPB.

10. Proposal Format

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

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

Provide a cover letter that includes certification that the information submitted and the contents of the proposal are true and accurate, and that the person signing the cover letter is authorized to submit the proposal on behalf of the respondent. Clearly identify the designated contact person for the engagement. Provide a table of contents that clearly identifies the location of all material within the proposal by section and page number.

B. Experience and Capacity (8-12 pages)

Provide a summary of the types of services the respondent offers that relate to this RFP. Provide specific details of previous experience with federally-funded projects and programs. Identify engagement and/or staff experience with entities comparable to PRPB for which the respondent provides or has provided similar services within the previous 5 years. Respondent must demonstrate experience in the areas of emergency management, disaster preparedness, disaster recovery, and natural hazard mitigation for which the respondent has provided services similar to those described in this RFP. Detail at least 2 similar engagements and/or experiences with private and/or public-sector clients that demonstrate that the respondent can provide the requested services to a high standard of quality. Each example must include:

- 1) Name of client organization;
- 2) Description of the engagement or experience and objectives of the project, including beginning and ending dates;
- 3) Examples of recommendations offered to the client and the results of the implementation of those recommendations;
- 4) Information regarding the project that would demonstrate successful experiences by the client, as a result of the recommendations provided by the respondent. This may include performance metrics and improvements;
 - a. If the example involves a private-sector client, describe how the experience could be applied to the public sector.
- 5) Description of the federal funding programs managed during the engagement; and

6) Description of key programs or projects advanced as part of the engagement, if any.

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

Provide a summary of the respondent's technical expertise that describes the respondent's unique capabilities. This narrative should highlight the respondent's ability to provide the requested services. Provide biographical summaries for key individuals and their proposed roles. (Complete resumes may be attached to the proposal and will not count towards the page limit.)

In addition, identify any sub-contractors and local parties incorporated into the team and clearly explain their expertise, expected role, and value to the engagement. Specify the primary contact person for the respondent (name, title, location, telephone number, and email address), and the anticipated availability of the respondent's primary contact person for the anticipated life cycle of the project.

C. Approach and Methodology (4-8 pages)

Explain how the respondent will achieve the goals, tasks, and deliverables described in the Scope of Services section of this RFP. Specifically address how the respondent will effectively assist the PRPB with the Scope of Services, and how the respondent intends to cohesively deliver all services in an organized and documented manner. Indicate why the proposed approach is appropriate and well suited for Puerto Rico and federal requirements associated with hazard mitigation planning.

Provide examples of how the proposed approach has achieved success in specific, relevant projects for public or private sector organizations similar in size and complexity, considering the current situation of Puerto Rico. Each example must contain enough information for the Evaluation Committee to ascertain the success of the projects accomplished by the respondent. This section must include an acknowledgment that, if selected, the respondent has the ability to respond with sufficient key and line staff and the proposed key individuals and must stipulate the time required for project initiation.

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

D. Price Proposal (form)

Respondents are required to submit their price proposal on the price proposal form found in the Appendix. PRPB is primarily interested in 1 component of the respondent's pricing, which is a total estimate of the cost of completing a single plan, based on the Scope of Services.

Respondents that regularly use pricing models other than what is required by the RFP may elect to submit an alternate cost structure along with the completed price proposal form. The alternate cost structure must clearly describe the pricing model used by the respondent and provide a clear explanation of how the rates proposed on the price proposal form correlate to the fees described in the alternate cost structure. If an alternate cost structure is submitted, the respondent must also submit a completed price proposal form in accordance with the instructions above. Proposals that do not contain a completed price proposal form will be marked non-responsive and will not be evaluated.

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

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

F. Local Parties (1-4 pages)

PRPB and the Government of Puerto Rico value fostering the participation of local parties in the provision of professional services and local expertise. Explain how local parties will add value to the team and their expected role(s). Identify key personnel from local parties and provide an indication of the expected level of involvement in day-to-day activities, interaction with communities and municipalities, and interface with PRPB.

G. Required Forms (Appendix)

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

11. Additional Information

A. Cost of Preparing Proposals

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

B. Payment Terms and Method of Payment

The selected respondent will be paid by services provided previously approved by PRPB. It is the selected respondent's responsibility to include all services required to meet the engagement's objective as established in the RFP.

i. Payment Terms

Payment will be made within 60 days of submission a complete invoice and all supporting documentation reflecting eligible services rendered and duly authorized by PRPB. If PRPB finds the submitted invoice acceptable, then the invoice will be approved and processed for payment promptly after submission. PRPB reserves the right to review and validate the correctness of invoices and perform audits as it sees fit.

ii. Method of Payment

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

Invoices will be detailed be per plan.

Payment will be made according to the following tasks (per plan):

- a. Preliminary Plan – 20% payment will be made after PRPB acceptance of the payment task and invoice approval. This task includes the initial review draft of the hazard mitigation plan.
- b. Draft Plan – 25% payment will be made after PRPB acceptance of the payment task and invoice approval. This task includes a complete draft of the hazard mitigation plan. This deliverable will incorporate review comments from the Preliminary Plan deliverable and will conform to all requirements of 44 CFR, §201.6 with the exception of the resolution of adoption and the final public hearing.
- c. Final Plan – 45% payment will be made after written acceptance and approval of the plan by the State Hazard Mitigation Officer and FEMA, and PRPB approval of an invoice.
- d. Plan Closeout – 10% payment will be made at the conclusion of the plan, upon the acceptance of all deliverables and plan documents by PRPB.

PRPB reserves the right to perform audits as it deems appropriate. In the case of finding unpaid invoices, PRPB shall approved and process payments.

The selected proponent will deliver original invoices to the PRPB office requesting the service

or its authorized representative. Such invoice must be properly completed and certified by the selected proponent. PRPB will work promptly upon receipt to duly certify the invoice in accordance with the Account Act law, following the standards established by enforcement agencies of the Government of Puerto Rico.

C. Federal Grant Requirements

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

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

12. Definitions and Acronyms

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

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

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

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

“FEMA” means the Federal Emergency Management Agency.

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

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

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

“Hazard Mitigation” is any sustained action taken to reduce or eliminate the long-term risk to human life and property from a hazard. Hazard mitigation activities may be implemented prior

to, during, or after an event.

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

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

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

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

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

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

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

Appendix

Cover Page

All Proposals submitted to the Puerto Rico Planning Board shall include this page with the submitted Proposal.			
RFP Number:	2019-0004-RFP-01		
Project Title:	Local Hazard Mitigation Plan Updates		
Submittal Deadline:	1200 AST, Sept 20 2018		
Submit via email: Puerto Rico Planning Board Attention: María del C. Gordillo Pérez – Chairwoman rfp@jp.pr.gov			
Proposer Information:			
Proposer's Legal Name:			
Address:			
City, State & Zip			
Federal Employer Identification Number #:			
Phone Number:		Fax Number:	
E-Mail Address:			
Proposer Authorization			
<p>I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer.</p> <p>Printed Name and Position of Authorized Representative: _____</p> <p>Signature of Authorized Representative: _____</p> <p>Signed this _____ (day) of _____ (month), _____ (year)</p>			

Scope of Services

PRPB seeks to select a qualified firm or contract to update up to 78 local hazard mitigation plans that include but are not limited to:

Contractor services will require the development of up to 78 FEMA approved hazard mitigation plans applicable to the subject Municipality and consistent with the Municipality's priorities, and will include but not limited to, the following:

- 1) Review and update as required the Hazard Identification and Risk Assessment (HIRA)
- 2) Conduct public outreach as required to ensure adequate input from all stakeholders in the community
- 3) Review existing municipal hazard mitigation plans and their expiration dates;
- 4) As necessary, draft a hazard mitigation plan compliant with 44 CFR 201.6 addressing all risk identified in the HIRA, and consistent with the State Hazard Mitigation Plan;
- 5) Submit all updated plans to PRPB for review; the PRPB will provide a Local Hazard Mitigation Plan Template. The contractor will translate the template to Spanish. The Plan will be written in Spanish, with an executive summary in English.
- 6) Develop timelines and processes for review and approval by the State Hazard Mitigation Officer (SHMO) and FEMA; and
- 7) Work with the SHMO, FEMA, and the municipality to address any deficiencies or corrections required by any entity.

Deliverables

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

1. Comprehensive reports on actions taken and advice given.
2. Work papers and analysis providing information about the process used to develop reports.
3. White papers on process limitations in existing programs or efficiencies to be gained (if any) after review.
4. Discussion of any potential concerns from Federal agencies (i.e. FEMA) or findings, as well as a corrective plan of action.
5. Analysis and recommendations with regards to applicant's management.
6. Quarterly reports on activities.
7. Reporting and updating timelines.
8. Project work plans, timeframes, and budget tools.
9. Proposed system(s) and template(s) used to capture and report information.
10. Also, shall provide
 - a. **Preliminary Plan**
Two (2) hard copies, in three ring binders, including at a minimum the hazard identification/risk assessment and mitigation strategy sections of the Plan.
Two (2) CD's containing digital files (word and pdf) of the Plan that are identical to the hard copies;
 - b. **Draft Plan**
Two (2) hard copies, in three ring binders, including a complete hazard mitigation plan.

This deliverable will incorporate review comments from the Preliminary Plan deliverable and will conform to all requirements of 44CFR Part 201.6 with the exception of resolution(s) of adoption.

Two (2) CD's containing digital files (word and pdf) of the Plan that are identical to the hard copies;

c. Final Plan

Two (2) hard copies, in three ring binders, including an entire adopted and approved hazard mitigation plan;

Two (2) CD's containing digital files (word and pdf) of the Plan that are identical to the hard copies.

Project Work Schedule

Quarter No.	Task or Activity	Duration (Days/Weeks /Months/ Years)
2	Issue RFP for contractual planning services; select winning bidder in accordance with federal procurement requirements; execute contract with winning bidder;	90 days
3	Complete update of nine local plans	90 days
4	Complete update of twelve local plans	90 days
5	Complete update of twelve local plans	90 days
6	Complete update of twelve local plans	90 days
7	Complete update of twelve local plans	90 days
8	Complete update of twelve local plan	90 days
9	Complete update of twelve local plans	90 days
10	Complete update of twelve local plans	90 days
11	Complete update of twelve local plans	90 days
12	Wrap up any outstanding review issues; project completion	90 days

Price Proposal

Plan Task	Labor	Materials	Total
Preliminary Plan (20%)			
Draft Plan (25%)			
Final Plan (45%)			
Plan Closeout (10%)			
Total Per Plan (100%)			
Total Project Maximum Price Proposal (x78)			

Reference Form

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

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

Client Organization Name	
Contact Name	
Contact Title	
Contact Phone	
Contact Email	
Engagement Begin and End Dates	
Description of Engagement or Experience	
Examples of Recommendations and Results	
Demonstration of Recommendation	

Success	
Description of Federal Funds Managed	
Key Programs or Projects Advanced During Engagement	

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

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

Conflict of Interest Questionnaire

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

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

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

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

3. Please list all business dealings that you, your family members, and/or entities have had with the Government of Puerto Rico in the past 2 years.

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

5. Please provide a brief description of any work performed for any creditors or guarantors of the Government of Puerto Rico, a state agency, and/or a public corporation debt about their positions in Puerto Rico debt obligations. Indicate whether this activity is ongoing, and if not, when the prior assignment concluded.

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

Signed: _____

Printed Name: _____

Date: _____

Nepotism Statement

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

If the Proposer or Bidder is an individual:

I am not related by blood or marriage to any official or employee of the PRPB.

I am related by blood or marriage to the following official(s) or employee(s) of the PRPB.

Name and title of PRPB Official: [Click or tap here to enter text.](#)

Name and title of PRPB employee: [Click or tap here to enter text.](#)

Relationship: [Click or tap here to enter text.](#)

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

The officers of the company submitting this bid or proposal are not related by blood or marriage to any official or employee of the PRPB.

The officers of the company submitting this Proposal are related by blood or marriage to the following official(s) or employee(s) of the PRPB.

Name and title of PRPB Official: [Click or tap here to enter text.](#)

Name and title of PRPB employee: [Click or tap here to enter text.](#)

Relationship: [Click or tap here to enter text.](#)

Non-Collusion Statement

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

Vendor: Click or tap here to enter text.

Address: Click or tap here to enter text.

Phone: Click or tap here to enter text.

Fax: Click or tap here to enter text.

Email: Click or tap here to enter text.

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

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

Vendor Official Signature: _____

Date: _____

Federal Grant Terms and Clauses

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

- 1) **No Government Obligation to Third Parties.** The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- 2) **Program Fraud and False or Fraudulent Statements and Related Acts 31 USC 3801 et seq.** Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- 3) **Access to Records and Reports.** The following access to records requirements apply to this contract: (1) The contractor agrees to provide PRPB, the Government of Puerto Rico, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- 4) **Equal Employment Opportunity 29 CFR, Part 1630, 41 CFR, Part 60 et seq.** During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (4) The contractor will comply with all provisions of Executive Order

11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 5) **Government-wide Suspension and Debarment.** By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 6) **Contract Work Hours and Safety Standards Act 29 CFR, §5.5(b).** (1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. (2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such

liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section. (3) Withholding for unpaid wages and liquidated damages – The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section. (4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

- 7) **Lobbying.** Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING. Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). The undersigned [Contractor] certifies, to the best of his or her knowledge, that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 8) **Clean Air 42 USC § 7401 et seq.** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- 9) **Clean Water Requirements 33 USC 1251 et seq.** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- 10) **Procurement of Recovered Materials 42 USC 6962.** (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 11) **Department of Homeland Security Seal, Logo, and Flags.** The contractor shall not use the DHS seal(s), logo(s), crest(s), or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- 12) **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Name of Certifying Official: _____

Signature of Certifying Official: _____

Date Signed: _____