



**GOVERNMENT OF PUERTO RICO**  
**Department of Housing**

**REQUEST FOR PROPOSALS**  
**FOR**  
**BUSINESS MARKETING ACTIVITIES**  
**IMPLEMENTATION SERVICES**  
**UNDER THE**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**  
**DISASTER RECOVERY**

**CDBG-DR-RFP-2021-02**

**PUERTO RICO DEPARTMENT OF HOUSING**

**March 3, 2021**

RFP Issued

**April 21, 2021**

Proposal Due Date

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- 1. Scope of Services**
- 2. Model Contract**
- 3. Form for Submission of Inquiries**
- 4. Insurance Requirements**

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- A-1 Mandatory Requirements Proposal Checklist**
- A-2 Qualifications and Work Approach Proposal Checklist**
- A-3 Cost Proposal Checklist**
- B List of Comparable Projects**
- C Statement of Qualifications**
- D Non-Conflict of Interests Certification**
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- F Limited Denial of Participation Affidavit**
- G Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**
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- I Sworn Statement Under Act 2-2018**
- J Anti-Lobbying Certification**
- K Authorization for Background and/or Financial Information**
- M Proposer Prior Performance Certification**
- N Certifications and Representations of Offerors (Non-Construction Contracts)**
- O Cost Form**

## 1. Definitions/Acronyms

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The following terms shall have the meanings indicated below, which shall be applicable to both their singular and plural forms:

- **“Action Plan”** refers to the Puerto Rico Disaster Recovery Action Plan, as it may be amended, that outlines the uses for the approximately \$1.5 billion CDBG-DR funds allocated to Puerto Rico.
- **“Addendum”** or **“Addenda”** refers to a written or graphic document issued by the PRDOH before the Proposal Due Date which modifies or interprets the RFP by means of additions, deletions, clarifications, or corrections.
- **“Authorized Representative”** refers to the person authorized to bind the Proposer in matters related to the RFP and the Contract. This is the person authorized to sign the awarded Contract.
- **“Award Notice”** refers to the award determination or notice to be issued by the PRDOH Bid Board in relation to this RFP.
- **“Award Winner”** or **“Contractor”** or **“Selected Proposer”** means a Bidder or Proposer awarded a Contract resulting from this RFP.
- **“Bidder”**, **“Proposer”** or **“Respondent”** means a(n) (i) legal person, (ii) joint venture, (iii) partnership, or (iv) consortium of partnerships, and/or companies or other entities that submit a response to this RFP that is not currently debarred.
- **“Bid Board”** refers to a body comprised of five (5) members designated by the Secretary of the Puerto Rico Department of Housing through an Administrative Order. The members of the Bid Board may be officials or employees of the procuring entity and its component agencies. One (1) of the members must be the Deputy Secretary, or its equivalent, of the procuring entity, who will act as President of the Bid Board. Also, one (1) of the members shall be an attorney licensed in Puerto Rico. Three (3) of the five (5) members will constitute quorum for Bid Board meetings. The Bid Board will evaluate and award bids and proposals in formal and informal bidding processes for the acquisition of non-personal goods or non-personal services and professional services in a formal procurement process to be executed by PRDOH's Secretary, according to the applicable regulations.
- **“B-to-B,”** or **“Business-to-Business,”** or **“B2B”** is a form of transaction between businesses, such as one involving a manufacturer and wholesalers, or a wholesaler and a retailer. B-to-B refers to business that is conducted between companies, rather than between a company and individual consumer.
- **“CDBG-DR”** refers to the Community Development Block Grant for Disaster Recovery which is additional funding appropriated by the United States Congress to rebuild affected areas and provide crucial seed money to start the recovery process.
- **“Contract”** or **“Contract(s)”** refers to the agreement(s) to be executed between the PRDOH and the Selected Proposer(s) in accordance with this RFP.
- **“Evaluation Committee”** refers to the administrative body comprised of at least two (2) persons designated by the Chief Executive Officer of IPR and one (1) person appointed

by the PRDOH's Secretary; and an alternate member, if considered necessary, appointed by IPR to evaluate proposals (mostly execute rating and ranking) in a competitive procurement process. IPR's Chief Executive Officer shall designate a Chairman to lead the process.

- **"Federal Government"** 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.
- **"Government Entity"**, **"Government Entities"** refer to any department, agency, board, commission, body, bureau, office, public corporation or instrumentality of the Government of Puerto Rico's Executive Branch, whether existing or to be created in the future.
- **"HUD"** refers to the United States Department of Housing and Urban Development.
- **"IPR"** refers to Invest Puerto Rico Inc., a non-profit corporation which is Puerto Rico's official Investment Promotion Organization.
- **"Key Individual(s)"** means an individual, or individuals, 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 and relevant service providers who are based in or have a significant on-going business presence in Puerto Rico.
- **"Manual"** refers to the Procurement Manual for the CDBG-DR Program, approved by HUD, that establishes the rules and requirements for the acquisition of goods and services under the CDBG-DR allocation to the Government of Puerto Rico.
- **"PRDOH"** refers to the Puerto Rico Department of Housing.
- **"Proposal"**, **"Electronic Proposal"** refers to the response(s) submitted by Proposer(s) for this RFP.
- **"Proposal Due Date"** refers to the date and time on which the Proposals are due. Proposals received after the stipulated date will not be accepted by the PRDOH.
- **"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.
- **"Qualified Proposer"** means a responsible and responsive Proposer whose Proposal meets the Mandatory Requirements of this RFP and obtains a technical score greater than or equal to the minimum threshold set forth in this RFP.
- **"RFP"** means this Request for Proposals and addenda issued by the PRDOH.
- **"SRA"** means the Subrecipient Agreement between PRDOH and IPR executed on July 3, 2020 as well as any amendments executed after the original contract.
- **"Team Member"** means a member of a Proposer. Team Members should be identified in Proposer's submissions and not be changed without the consent of the PRDOH.

## 2. Overview, Purpose, and Intent

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In response to the recovery efforts after Hurricanes Maria and Irma, the U.S. Department of Housing and Urban Development (HUD), allocated \$1,507,179,000 to the Government of Puerto Rico in Community Development Block Grant - Disaster Recovery (CDBG-DR) funds for the purpose of assisting in long-term recovery from the 2017 natural disasters. The PRDOH was designated by the Government of Puerto Rico as the grantee and administrator of this allocation.

On April 10, 2018, Congress made available to Puerto Rico an additional \$18.5 billion in CDBG-DR funds. The parameters within which the \$18.5 billion may be spent will be outlined in forthcoming federal guidelines and its proposed uses will be determined in subsequent action plans.

On May 10, 2018, the PRDOH published the draft of the Puerto Rico Disaster Recovery Action Plan (Action Plan) for public comments, that outlines the uses for the approximately \$1.5 billion CDBG-DR funds allocated to Puerto Rico. The Action Plan, in compliance with HUD requirements, addresses unmet needs in the following areas: (i) housing; (ii) planning; (iii) economic recovery, and; (iv) infrastructure. HUD approved the Action Plan corresponding to the first allocation of \$1.5 billion on July 29, 2018.

On August 14, 2018, a Federal Notice was published for the second allocation of \$8.2 billion. On November 18, 2018, the Substantial Amendment to the Action Plan was submitted to HUD for final approval. On February 28, 2019, HUD approved the Substantial Amendment to the Action Plan.

On August 16, 2019, the Non-Substantial Amendment to the Action Plan was submitted to HUD for approval. The Non-Substantial Amendment included an increase for the Home Repair, Reconstruction or Relocation Program (R3) budget.

This RFP seeks to select a firm to provide Business Marketing Activities Implementation Services as related to Tourism and Business Marketing Program ("TBM Program") under the CDBG-DR grant(s). The selected Proposer should be able to develop a comprehensive media strategy which encompasses tactical advisory, refinement of IPR's approach based on firm's market insights and distinction of approach from competitor markets as defined in **Attachment 1** (Scope of Services).

The PRDOH reserves the right, without limitations, to: (i) cancel this solicitation and reissue this RFP or another version of it; (ii) amend the contract(s) of the selected Proposer(s) to, among others, extend its original term or to include additional work as related to the TBM Program and services requested herein. The Contract shall be awarded to the responsible firm(s) whose technical approach to the project, qualifications, price and/or any other factors considered, are most advantageous to the PRDOH provided that the price is within the maximum total budgeted amount established for the specific activity.

### 2.1. Procurement Manual and Contract Requirements

On August 4, 2020, PRDOH approved the Procurement Manual for the CDBG-DR Program Regulation No. 9205 of August 4, 2020, effective on September 3, 2020, which repeals the Procurement Manual and Contractual Requirements for CDBG-DR Regulation No. 9075 of

February 26, 2019. The Manual is available at [www.cdbg-dr.pr.gov](http://www.cdbg-dr.pr.gov) (Resources >Policies >General Policies) and is incorporated by reference and made an integral part of this RFP.

## 2.2. Action Plan

The Action Plan, as approved by HUD on July 29, 2018, is available at [www.cdbg-dr.pr.gov/en/action-plan/](http://www.cdbg-dr.pr.gov/en/action-plan/) and is incorporated by reference and made an integral part of this RFP and the Contract(s).

## 3. Scope of Services

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The PRDOH is seeking to select qualified proposers to perform Business Marketing Activities Implementation Services as related to the TBM Program under the CDBG-DR grant(s). The selected Proposer will assist the PRDOH to implement an overall Business Marketing plan with strategies where new business opportunities and new investments can be increased, and economic progress can be accelerated in the life of the TBM Program by investing in promotion and sales actions that will yield positive results. The selected Proposer may provide services to:

- Increase in the development and implementation of business promotion strategies that leverage core asset and competitive advantages that are unique and compelling for investment in the island.
- Improve awareness of Puerto Rico as a competitive investment destination calculated by the marketing activities baseline.

Specific activities and tasks under the Scope of Services for the Business Marketing Activities Implementation Services are included as **Attachment 1** ([Scope of Services](#)).

### 3.1. Deliverables

Deliverables to be provided are detailed in **Attachment 1** ([Scope of Services](#)). The Proposer shall be responsible for completing, at a minimum, the activities outlined in this Scope of Services.

A Model Contract for Business Marketing Activities Implementation Services is included as **Attachment 2** (Model Contract). Please be aware that this Model Contract is just a draft and may be subject to modifications before execution, at the **PRDOH** and **IPR**'s discretion, as a result of negotiations with Proposer, by virtue of law or regulations, or any other event that may affect the dispositions therein contained.

### 3.2. Contract Term

The Contract(s) shall be in effect and enforceable between the selected Proposer and **IPR** from the date of its execution until the End of Term as defined in the SRA between the **PRDOH** and **IPR** executed on July 3, 2020, as it may be amended. The PRDOH and IPR reserve the right to re-bid the Contract at any time during the performance of the Contract.

### 3.3. Payment

Payments shall be issued for services provided previously approved by the **IPR and the PRDOH**. It is the selected Proposer's responsibility to provide all services as set forth under the Scope of Services detailed in this RFP.

The selected Proposer shall submit an invoice to **IPR** on a monthly basis. Said invoice must be submitted including all required invoice supporting documents, including but not limited to, monthly reports, timesheets, invoices and photo evidence, expense plan, and/or work projections. If **IPR** determines that the submitted invoice and supporting documentation is acceptable, then the invoice will be approved for payment.

An authorized representative of **IPR** will review each invoice and, if adequate, will approve and process its payment. Payments to the selected Proposer shall be made by electronic funds transfer (EFT). **IPR and PRDOH** reserve the right to conduct any audits they deem necessary. The Contractor agrees to cooperate fully with any such audit or audits.

### 3.4. Penalties and Liquidated Damages

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

- **Penalties:** In the event the selected Proposer is determined to have engaged in any proscribed conduct or otherwise is in default as to any applicable term, condition, or requirement of the contract, **IPR** may impose sanctions against the selected Proposer for any default. Refer to all required provisions set forth at 2 C.F.R. § 200.326 and 24 C.F.R. § 570.489(g), and the Procurement Manual for the CDBG-DR Program, as found in the CDBG-DR Website ([www.cdbg-dr.pr.gov](http://www.cdbg-dr.pr.gov)) which is herein included and made integral part of this RFP, as it may be updated from time to time.
- If the Contractor fails to comply with federal statutes, regulations or the terms and conditions of the contract, **IPR** may take one or more of the following actions:
  - i. Temporarily withhold cash payments pending correction of the deficiency by the Contractor.
  - ii. Disallow all or part of the cost of the activity or action not in compliance.
  - iii. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. part 180.
  - iv. Withhold further Federal awards for the project or program.
  - v. Take other remedies that may be legally available.
- **Liquidated Damages:** Selected Proposer(s) will be subject to liquidated damages as related to their timeframes of performance. **IPR** and the Proposer will agree on the timetable for the deliverable of each task. The Proposer shall pay to **IPR**, as liquidated damages, \$100.00 for each calendar day that a required deliverable is late until deemed in compliance subject to a maximum of \$1,500.00. Said sum, in view of the difficulty of accurately ascertaining the loss which **IPR** will suffer by reason of delay in the completion of the work herein requested, is hereby fixed and agreed as the liquidated damages that **IPR** 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 **IPR's** right to



indemnification, or the Proposer's obligation to indemnify **IPR**, 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 **IPR**. For the purpose of applying and calculating such liquidated damages, a grace period of ten (10) days shall be observed. **IPR** may deduct and retain out of the monies which may become due to the Proposer, the amount of any such liquidated damages; and in case the amount which may become due is less than the amount of liquidated damages due to **IPR**, the Proposer shall be liable to pay the difference.

### **3.5. CDBG-DR Grant Requirements**

While providing the Services, the selected Proposer must adhere to applicable requirements of the CDBG-DR grant. If the selected Proposer performs ineligible activities under the CDBG-DR grant or program, the selected Proposer cannot include them in the invoice for payment.

### **3.6. HUD General Provisions**

Given the contract involves federal funds for which HUD is the federal oversight agency; the selected Proposer agrees to comply with all the requirements and HUD General Provisions included in **Attachment 2** ([Model Contract](#)).

### **3.7. Insurance Requirements**

Proposer shall be aware that if selected for the award of this RFP, Proposer must have a minimum of required insurance policies and coverages. For details regarding insurance requirements refer to **Attachment 4** ([Insurance Requirements](#)).

### **3.8. Local Participation**

**IPR and the PRDOH** encourages Proposers to engage local subcontractors, professionals and relevant service providers headquartered in Puerto Rico ("Local Parties") as Team Members and Key Staff to the greatest extent possible. Proposers are encouraged as part of this RFP to provide descriptions of their current and/or anticipated business arrangements with Local Parties and, in particular, Local Parties who are Team Members and Key Individuals for the Project, as applicable.

### **3.9. Minority and Women Owned Business Enterprise**

The work to be performed under the contract resulting from this RFP shall be subject to the regulations set forth in the C.F.R. §200.321 require the non-federal entity to take necessary steps to ensure that all Subrecipients, Contractors, Sub-Contractors, and/or Developers funded in whole or in part with the CDBG-DR financial assistance ensure that, when possible, contracts and other economic opportunities are directed to small and minority firms, women owned business enterprises (WBEs), and labor surplus area firms. Consistent with Executive Orders No. 11625, 12138, and 12432, the subrecipient shall make every feasible effort to ensure that small businesses, minority-owned business enterprises (MBEs), WBEs, (together M/WBEs), and labor surplus area businesses participate in contracting.

The PRDOH recognizes its obligation to promote opportunities for maximum feasible participation of certified Minority and Women Owned Business Enterprises (MBE/WBE's), and the employment of minority group members and women in the performance of the contracts. All participating entities engaged with the PRDOH must make a commitment and demonstrate an acceptable "Good Faith Effort" toward the achievement of PRDOH's MBE/WBE's subcontracting goals of twenty percent (20%) of the entire contract value consisting of ten percent (10%) for MBE and ten percent (10%) for WBE participation. The PRDOH M/WBE policy guide is located: <https://cdbg-dr.pr.gov/en/download/mwbe-policy/> <https://cdbg-dr.pr.gov/download/politica-wmbe/>

An MWBE utilization plan template is available online on the PRDOH website:

English: <https://cdbg-dr.pr.gov/en/section-3/enterprise-woman-minority-mwbe/utilization-plan/>  
& Spanish: <https://cdbg-dr.pr.gov/section-3/empresa-de-mujeres-minorias-mwbe/plan-de-utilizacion/>. Entities responding to this RFP should provide this completed template as part of their overall efforts for M/WBE compliance for evaluation

### **3.10. Section 3**

The work to be performed under the contract resulting from this RFP shall be 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). You can access PRDOH's Section 3 Policy requirements in English <https://cdbg-dr.pr.gov/en/section-3/> and in Spanish <https://cdbg-dr.pr.gov/seccion-3/>.

A Section 3 Contractor Plan template is available online on the PRDOH site: Section 3 Contractor Plan: English <https://cdbg-dr.pr.gov/seccion-3/negocios-y-contratistas/plan-contratistas-seccion-3/> & Spanish <https://cdbg-dr.pr.gov/en/section-3/business-and-contractors/contractor-section-3-plan/> .

Specifically for this contract the Proposer, if selected, shall submit a Section 3 Plan to meet the Section 3 minimum goals : (i) for non-construction contracts at least three percent (3%) of the total dollar amount of the Proposal; (ii) new hiring goals of at least thirty percent (30%) of new hires to be Section 3 Residents.

## **4. RFP Procedures**

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This RFP shall be governed by the procedures described in the following sections.

### **4.1. RFP Documents Acquisition**

The RFP documents are available for download by qualified firms at the CDBG-DR website (<http://www.cdbg-dr.pr.gov/en/procurement-documents/>). To download the documents, prospective Proposers must go to the "Procurement" section of the website, where all procurement documents will be published. RFP documents will be available on the date and time of the Document Availability Start stated in Section 4.3.

## 4.2. Addenda

The PRDOH reserves the right to amend this RFP at any time. Any amendments prior to the receipt of the Proposals will be issued by an Addendum. The PRDOH will post copies of each Addendum for all prospective Proposers to download at the "Procurement" section of the CDBG-DR website (<http://www.cdbg-dr.pr.gov/en/procurement-documents/>). **All prospective Proposers must monitor the <http://www.cdbg-dr.pr.gov/en/procurement/> to retrieve Addenda.**

## 4.3. Schedule

A summary schedule of major activities as associated with this RFP is presented in **Table 1** below. **If you are interested in attending the Pre -Bid Virtual Meeting you may request an invitation via email [cdbgdr-procurement@vivienda.pr.gov](mailto:cdbgdr-procurement@vivienda.pr.gov) on or before the scheduled date in Section 4.3.** The dates, times, and activities are subject to change and may be revised through the issuance of Addendum by the PRDOH.

**Table 1: RFP Schedule**

Event	Time and Date
Public Notice	March 3, 2021
Documents Availability Start	<b>From:</b> March 3, 2021
Request Invitation to Pre-Bid Virtual Conference via Email	March 10, 2021
Pre-Bid Virtual Conference	March 11, 2021 at 10:30 am AST
Submission of Questions and Requests for Clarification	March 18, 2021 at 4:00 pm AST
Responses to Questions and Requests for Clarifications	March 23, 2021
Proposals Due Date (Electronic Submission Only)	<b>From:</b> April 6, 2021 at 8:00 am AST
	<b>Up to:</b> April 8, 2021 at 5:00 pm AST
Proposals Evaluation Period (Expected)	<b>From:</b> April 9, 2021
	<b>Up to:</b> May 18, 2021
Notice of Award (Expected)	June 1, 2021
Executed Contract (Expected)	June 8, 2021

## 4.4. Correspondence and Communications

Inquiries and communications regarding this RFP must be submitted to the PRDOH by electronic mail to [cdbgdr-procurement@vivienda.pr.gov](mailto:cdbgdr-procurement@vivienda.pr.gov). If you are interested in attending the Pre -Bid Virtual Meeting you may request an invitation via email [cdbgdr-procurement@vivienda.pr.gov](mailto:cdbgdr-procurement@vivienda.pr.gov) on or before the scheduled date in Section 4.3.

#### 4.5. Prohibited Communications

Verbal communications regarding the contents of this RFP are prohibited during the submission and selection processes. Failure to adhere to this requirement may result in the rejection of submitted Proposals.

#### 4.6. Submission of Inquiries

Each prospective Proposer may submit questions as to the intent of clarity of this RFP, its attachments, and its Exhibits. Proposers shall submit all questions in writing on or before the deadline established in Section 4.3 of this RFP to the electronic mailing address specified in Section 4.4 of this RFP. Inquiries shall be submitted by prospective Proposers using the document titled Form for Submission of Inquiries included as **Attachment 3**.

Questions shall be clearly labeled and shall cite the Section(s) and page number in this RFP or other document that forms the basis of the question. Questions may be submitted in English or Spanish.

Responses to all Proposers' questions will be distributed as an Addendum to this RFP on or before the date established in Section 4.3 and will be posted on the CDBG-DR website (<http://www.cdbg-dr.pr.gov/en/procurement/>).

All procurement documents pertaining to the procurement process, including Addenda issued by the PRDOH, are and will be available for download at <http://www.cdbg-dr.pr.gov/en/procurement/>. **All prospective Proposers must monitor the <http://www.cdbg-dr.pr.gov/en/procurement/> to retrieve Addenda**, if any, issued for this procurement process.

#### 4.7. Representations for Proposal Submission

All costs associated with the response to this RFP are the sole responsibility of Proposer. Neither the PRDOH, the Government of Puerto Rico, nor any of its Government Entities or its instrumentalities, nor HUD, or other relevant entities of the Federal Government, will be responsible for any expenses in the preparation and/or presentation of the Proposals, oral presentations or for the disclosure of any information or material received in connection with this RFP.

No individual, or firm, is assured of obtaining any work because of this RFP process.

The PRDOH further reserves the right, without limitations, to make such investigations as it deems necessary as to the qualifications or perceived conflicts of interest of any and all firms submitting Proposals in response to this RFP. The mere appearance of a conflict of interest shall constitute sufficient cause for the outright rejection of a Proposal. In the event that any or all Proposals are rejected, the PRDOH reserves the right, without limitations, to re-solicit Proposals.

By submitting a Proposal, the Proposer shall adhere to complying with all applicable Federal and Puerto Rico laws and regulations.

This RFP, its award, and any derivative contract are subject to a grant agreement between the Government of Puerto Rico or the PRDOH, and HUD; and the availability of the allocated CDBG-

DR funds. Proposer acknowledges and agrees that any suspension, cancellation, or termination of the CDBG-DR allocation(s) will result in the immediate suspension, cancellation, or termination of this RFP, award, or executed contract, upon PRDOH's notice.

Issuance of this RFP does not constitute a commitment by the Government of Puerto Rico and/or the PRDOH to award a Contract.

#### **4.8. Proposal Withdrawal**

After electronic submission of the Proposals, the Proposer may withdraw its Proposal by written request to the PRDOH via email [cdbgdr-procurement@vivienda.pr.gov](mailto:cdbgdr-procurement@vivienda.pr.gov) at any time prior to contract award. All decisions to allow a withdrawal of a Proposal shall be supported by a written determination signed by the PRDOH's Contracting Officer or Procurement Director, as delegated official after the Due Date.

#### **4.9. Ownership of Proposals**

All materials submitted in response to this RFP shall become the property of the PRDOH and will not be returned. Selection or rejection of a Proposal does not affect this provision.

#### **4.10. Requirements for Legal Entities**

Proposers that are Puerto Rico based corporations, limited liability companies, partnerships, or any other legal entity, shall be duly and properly organized and/or registered in compliance with the applicable laws of Puerto Rico. Such entities must show that they are in "good standing" at the time of Proposals submission. In the event the Proposer is a foreign legal entity, including U.S. based entities, it shall be duly and properly organized and/or registered in compliance with the applicable laws of its place of organization and/or incorporation. Such entities must show that they are in "good standing" within their jurisdiction at the time of Proposals submission. If a Contract is awarded to a foreign entity Proposer, said Proposer shall request authorization to do business in Puerto Rico prior to the execution of the Contract.

Proposers must ensure at all times that professional, architectural or engineering services are performed by licensed professionals with the proper qualifications, skills and experience necessary to perform the services, according to applicable regulations.

### **5. General Proposal Requirements**

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All proposals shall comply with the general requirements stated in the following sections.

#### **5.1. Proposal Format**

To ensure uniformity to specific requirements and prompt reference among all Electronic Proposals, the format of the Electronic Proposals shall adhere to the following parameters:

- Electronic Proposal documents shall be typewritten on standard 8 ½" x 11" pages. Pages shall have a one-inch margin. Written content of the Proposal must be set at one and one-half (1.5) line spacing.

- Larger paper (up to 11" x 17") and smaller fonts are permissible for charts, diagrams, spreadsheets, etc.
- The Electronic Proposal and its Exhibits shall be drafted in the English language, excluding certifications and/or documents issued by the Government of Puerto Rico in the Spanish language.
- All documents that need a signature as part of the Electronic Proposal shall be signed in blue or black ink. Documents consisting of more than one page that require signature shall contain the initials of the Proposer's Authorized Representative at the right-top corner of every page.
- Electronic documents must be sealed with the Proposer's Corporate Seal when applicable.
- Electronic Proposals' cover pages shall include the Proposer's name, contact information, and mailing address, the RFP submission date, and the RFP title. The responses shall be addressed to:
  - Attn. William G. Ríos Maldonado, Esq.  
Procurement Director  
CDBG-DR
- Electronic Proposal documents shall be organized as per the Proposal Checklist included as **Exhibits A-1, A-2, and A-3**.
- All blank spaces in Exhibits and any other document must be completed by the Proposer. In fields that don't apply to certain Proposers, N/A (not applicable) shall be written. If filled in handwriting, documents, must be completed in print type using blue color ink.
- Below each signature, the full name of each signatory must be included.

## 5.2. Proposal Execution

The Proposals must be properly executed by an authorized representative of the Proposer. In order to constitute proper execution, the Proposal shall be in strict compliance with the following:

- **Individuals:** Proposals submitted by Individuals shall be signed by them. If the Proposal is signed by an authorized representative, a power of attorney, dated and executed by the individual, shall be attached to the Proposal as evidence of the representative's authority to sign the Proposal and to bind the Proposer thereto.
- **Partnerships:** Proposals submitted by a partnership shall be signed on the partnership's behalf by at least one general partner or by an authorized representative of the partnership. If authorized representative signs the Proposal, a power of attorney, dated and executed by all partners of the Proposer, shall be attached to the Proposal as evidence of the representative's authority to sign the Proposal and to bind the Proposer.
- **Corporations:** Proposals submitted by corporations shall state the correct name of the corporation and must be signed by an authorized officer, whose authority to bind the

corporation must be evidenced by the corresponding corporate resolution. The title or position occupied by the corporate officer executing the Proposal shall appear below the signature.

- **Joint Venture:** Proposals submitted by a joint venture shall be signed by all members of the joint venture. If the Proposal is signed by only one member of the joint venture entity, the Proposal shall be accompanied with a copy of the joint venture agreement evidencing that the Proposal is signed by a member with authority to bind the joint venture. The joint venture agreement shall be executed before the date and time specified for proposal submission.

### **5.3. Proposal Electronic Submission**

Proposals are to be submitted on the Proposals Due Date stated in Section 4.3 of this RFP. Responses to the RFP submitted after the prescribed deadline will not be allowed. Submissions of responses to the RFP will only be accepted by electronic means. Proposers are advised that the PRDOH will neither require nor accept physical proposal submissions, whether by courier, FedEx, UPS, DHL, personal delivery, or similar physical means. If Proposals are submitted in both electronic and in paper formats, the PRDOH will only consider the electronic format for evaluation.

The Proposer will receive access to submit the Electronic Proposals, after registration process is completed through the CDBG-DR website. At the scheduled due date for Electronic Proposals submission, a link button will be enabled to provide access to the Registration Form. Proposers will be requested to provide and validate an email address. If the validation message doesn't appear in your inbox, check your "Junk/Spam" folder. Complete all required fields in the form.

Proposal must be submitted within the closing date and time for Proposals as established in Section 4.3 of this RFP. Access to upload the Electronic Proposals will commence three (3) business days prior to the scheduled due date and time.

#### **5.3.1. Prior Submission**

Prior Electronic Proposal submission on the CDBG-DR website, Proposer must take into consideration the following:

- Check your internet connection before starting to upload the Electronic Proposal documents.
- As the due date time draws near, heavy traffic on the web server may cause delays. Plan ahead and leave ample time to prepare and submit your proposal. Proposers bear the risk of website inaccessibility due to heavy usage in the final hours before the RFP's closing time.
- The Proposer must submit the Mandatory Requirements, Qualifications and Work Approach and the Cost Proposal Requirements in the identified sections at the website.
- The documents must be submitted in PDF Format (searchable PDF Format is recommended). Multiple PDFs may be merged into one single document. Also, multiple files may be uploaded in a Zip File. The maximum upload size for each document or compressed file is 500 MB.

- The Proposer is solely responsible for “on time” submission of their Electronic Proposal. The PRDOH will only consider Electronic Proposals that have been transmitted successfully within the RFP requested format.
- During document upload process the Proposer will be able to click on the documents and have a preview of the uploaded document. Incomplete Electronic Proposals, with errors, or if viruses or corrupted files are found after the upload, will not be accepted.
- During submission period, Proposers experiencing any technical difficulties may contact the PRDOH at [cdbgdr-procurement@vivienda.pr.gov](mailto:cdbgdr-procurement@vivienda.pr.gov).
- If CDBG-DR website fails during the submission period, on or before the scheduled time deadline, the PRDOH will provide instructions via Addendum to the Proposers.

### 5.3.2. Sections for Proposal Upload

Proposers shall upload their Electronic Proposals at the corresponding section identified in the CDBG-DR website, as follows:

- **“Mandatory Requirements”** - include a digital cover page with the name of the Proposer and the RFP number. The contents of this Section shall include all documents required by **Exhibit A-1** (Mandatory Requirements Proposal Checklist). Proposers are suggested to submit a redacted copy at the time of submission of their response, if Proposers identify, modify, edit, revise, and remove trade secrets, proprietary information, or privileged and confidential information. For details in the submission of a redacted copy, see Section 9.7 of this RFP.

For single document upload, the following identification key is suggested when naming the Mandatory Requirements files:

- MAN\_[Exhibit #]\_[Last 6 Digits of RFP Number]\_[Proposer Entity Short Name or Acronym]
- MAN\_[Document Name]\_[Last 6 Digits of RFP Number]\_[Proposer Entity Short Name or Acronym]

For merged document upload, the following identification key is suggested when naming the Mandatory Requirements files:

- MAN\_[File Name]\_[Last 6 Digits of RFP Number]\_[Proposer Entity Short Name or Acronym]

- **“Qualifications and Work Approach”** - include a digital cover page with the name of the Proposer and the RFP number. The contents shall include all documents required by **Exhibit A-2** (Qualifications Proposal Checklist). Proposers are suggested to submit a redacted copy at the time of submission of their response, if Proposers identify, modify, edit, revise, and remove trade secrets, proprietary information, or privileged and confidential information. For details in the submission of a redacted copy, see Section 9.7 of this RFP.

For single document upload, the following identification key is suggested when naming the Qualifications and Work Approach files:



- QUAL\_[Exhibit ##]\_[Last 6 Digits of RFP Number]\_[Proposer Entity Short Name or Acronym]
- QUAL\_[Document Name]\_[Last 6 Digits of RFP Number]\_[Proposer Entity Short Name or Acronym]

For merged document upload, the following identification key is suggested when naming the Qualifications and Work Approach files:

- QUAL\_[File Name]\_[Last 6 Digits of RFP Number]\_[Proposer Entity Short Name or Acronym]
- **“Cost Proposal Requirements”** include a digital cover page with the name of the Proposer and the RFP number. The contents shall include all documents required by **Exhibit A-3 (Cost Proposal Checklist)**. Proposers are suggested to submit a redacted copy at the time of submission of their response, if Proposers identify, modify, edit, revise, and remove trade secrets, proprietary information, or privileged and confidential information. For details in the submission of a redacted copy, see Section 9.7 of this RFP.

For single document upload, the following identification key is suggested when naming the Cost Proposal Requirements files:

- COST\_[Exhibit ##]\_[Last 6 Digits of RFP Number]\_[Proposer Entity Short Name or Acronym]
- COST\_[Document Name]\_[Last 6 Digits of RFP Number]\_[Proposer Entity Short Name or Acronym]

For merged document upload, the following identification key is suggested when naming the Cost Proposal Requirements files:

- COST\_[File Name]\_[Last 6 Digits of RFP Number]\_[Proposer Entity Short Name or Acronym]

Once the Electronic Proposal is submitted, the Proposal is "locked" in the system until PRDOH completes its evaluation. Therefore, the Proposer must assure that all documentation required by the RFP has been correctly uploaded at the submission due date. The Proposer must be aware that modification to the Electronic Proposals will not be allowed once the submission is completed.

## 6. Technical Requirements

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Each complete package of a Proposal shall comply with the technical information specified in the following sections.

### 6.1. Mandatory Requirements

Proposers shall comply with the following Mandatory Requirements in order for their Proposals to be evaluated on their technical and cost aspects. **Mandatory Requirements will be scored as either “Pass” or “Fail”**. If the Proposal meets all Mandatory Requirements of this RFP, the Proposal will “Pass” the Mandatory Requirements evaluation. If the Proposal does not meet all Mandatory

Requirements of this RFP, the Proposal will "Fail" the Mandatory Requirements evaluation. **Failure to comply with all of the Mandatory Requirements of this RFP will result in the disqualification of the Proposer.** However, PRDOH reserves the right to waive minor irregularities and minor instances of non-compliance. Mandatory Requirements for this RFP are as follows:

**6.1.1.Proposal Submission:** Proposal must be submitted within the closing date and time for Proposals as established in Section 4.3 of this RFP.

**6.1.2.Organizational Documentation:** The Proposer, in its Proposal, must submit organizational documents, which will vary by the Proposer's type of organization. Such documents may include (but are not limited to) Certificates of Incorporation, Partnership Agreements, Joint Venture Agreements, Certificates of Good Standing, and Joint Venture Agreements. Refer to Sections 4.10 and 5.2 for further details. The Proposer must provide organizational documentation of any of its Team Members and/or First Tier Subcontractor/s.

**6.1.3.Financial Requirements:** The Proposer, in its Proposal, shall demonstrate that is has adequate financial resources to perform the services under the Contract. Accordingly, the Proposer shall provide the following financial information to permit the PRDOH to evaluate its financial capability:

- **6.1.3.1. Year-End Information.**
  - Year-end (fiscal or calendar) audited, reviewed or compiled financial statements for the most recent two (2) years issued by a Certified Public Accountant (CPA) and prepared in accordance with US Generally Accepted Accounting Principles (US GAAP). The financial statements must include a Balance Sheet, Statement of Operations, Statement of Cash Flows, and notes to the financial statements.
  - Copy of income tax returns for the same two (2) years.
  - If Proposer has more than one (1) year in operation but less than two (2), please provide the requested information for the last fiscal or calendar year.
- **6.1.3.2. Year to Date Information.** Most recent interim (year to date) financial statements for a period ending not later than sixty (60) days before the Proposal submission date. The interim financial statements must include at least a Balance Sheet and a Statement of Operations.
- **6.1.3.3. Line of Credit or Cash Availability.**
  - Third party certification from a bank or financial institution, dated within sixty (60) days before the Proposal submission date, stating experience, account balances, availability of lines of credit with their terms and conditions, and/or a confirmation from a bank or financial institution indicating their willingness to provide such a line of credit for the required amount if the contract is granted to the Proposer. The certification and/or confirmation shall be provided in the bank or financial institution's letterhead, including its address, email, and phone number. The amount required of the unencumbered line of credit, available cash balances, or a combination thereof, is a minimum of **\$230,232**.

- If the Proposer plans to use its own cash balances to fund the services under the RFP, or a combination of a line of credit and its own cash balances, it must provide a statement dully signed by an authorized officer of the Proposer, dated not later than sixty (60) days before the Proposal submission date, ascertaining that its cash balances will be available and used to fund the services under this RFP.
- **6.1.3.4. Pending Litigation.** Sworn statement executed by an authorized representative of the Proposer, dated not later than sixty (60) days before the Proposal submission date, of any relevant or significant pending litigation or claim against the Proposer. Such statement must include at a minimum the following information:
  - Parties involved;
  - Case number;
  - Nature of cause;
  - Amount involved; and
  - Probability of loss;
- **6.1.3.5. No Bankruptcy.** Sworn statement executed by an authorized representative of the Proposer, dated not later than sixty (60) days before the Proposal submission date, stating that the Proposer is not in bankruptcy, receivership or in any other condition, preventing the Proposer from a total or partial administration or disposition of its property.
- **6.1.3.6. Principals, Stockholders, Partners, or Members Information, if Applicable.** If Proposer has not been in existence or did not conduct business within the year prior to this RFP's submission date, it must also provide the following information with respect to each Principal, Stockholder, Partner or Member:
  - Sworn statement executed by an authorized representative of the Proposer, dated not later than sixty (60) days before the Proposal submission date, indicating the Principals, Stockholders, Partners or Members of the Proposer and their business participation.
  - Copy of income tax returns for the most recent two (2) years for each Principal, Stockholder, Partner or Member of the Proposer holding 25% or more business participation and for those providing the working capital or guarantees to the Proposer.
  - Year-end financial information (only for those Principals, Stockholders, Partners or Members of the Proposer holding 25% or more business participation and for those providing the working capital or guarantees to the Proposer):
    - If the Stockholders, Partners or Members are not individuals - year-end (fiscal or calendar) audited, reviewed or compiled financial statements for the most recent two (2) years issued by a CPA and prepared in accordance with US GAAP. The financial statements must include a Balance Sheet, Statement of Operations, Statement of Cash Flows, and notes to the financial statements. If any of the entities have more than

one (1) year in operation but less than two (2), please provide the requested information for the last fiscal or calendar year.

- If the Stockholders, Partners or Members are individuals - compiled personal financial statements as of a period ending not later than sixty (60) days before the Proposal submission date, issued by a CPA and prepared in accordance with US GAAP.
- Interim financial information - if the Stockholders, Partners or Members are not individuals, holding 25% or more business participation and for those providing the working capital or guarantees to the Proposer:
  - Most recent interim (year-to-date) financial statements for a period ending not later than sixty (60) days before the Proposal submission date. The interim financial statements must include at least a Balance Sheet and a Statement of Operations.
- Certification executed by an authorized representative of the Proposer, dated not later than sixty (60) days before the Proposal submission date, indicating the business entities in which all the Principals, Stockholders, Partners or Members of the Proposer are involved.
- Line of Credit or Cash Availability:
  - Third party certification from a bank or financial institution, dated within sixty (60) days before the Proposal submission date, stating experience, account balances, and availability of lines of credit with their terms and conditions for each Principal, Stockholder, Partner or Member of the Proposer holding 25% or more business participation and for those providing the working capital or guarantees to the Proposer. The certification and/or confirmation shall be provided in the bank or financial institution's letterhead, including its address, email and phone number. The amount of the unencumbered line of credit, available cash balances, or a combination thereof required, is for a minimum of **\$230,232**.
  - If the Principals, Stockholders, Partners or Members plan to use their own cash balances to fund the services to be provided by the Proposer under the RFP, or a combination of a line of credit and their own cash balances, they must provide a statement dully signed by each Principal, Stockholder, Partner or Member of the Proposer providing the line of credit and/or cash funds, dated not later than sixty (60) days before the Proposal submission date, ascertaining that their cash balances will be available and used to fund the services under the RFP.

The information submitted will allow for Pass or Fail grading following a scoring process by the PRDOH regarding the financial capability of each Proposer through the evaluation of the following financial requirements and grading.

<b>Financial Requirement</b>	<b>Grading (Entities with one year or more in operation)</b>	<b>Grading (Entities less than one year in operation)</b>
Year-end Financial Statements Analysis	40%	20%
Interim Financial Statements Analysis	15%	15%
Line of Credit and/or Bank Accounts	20%	20%
Pending Litigation	10%	10%
No Bankruptcy	15%	15%
Principals, Stockholders, Partners, or Members Information	n/a	20%
<b>Total</b>	<b>100%</b>	<b>100%</b>

**A total grading of 70% or more is required to obtain a rating of “Pass.”**

The financial information requested is based upon circumstances existing at the time this RFP is released. The PRDOH reserves the right, without limitations, to: (i) modify the requirements of the information, (ii) request additional information or clarification during the evaluation process, and, (iii) if appropriate, modify the minimum score requirements; all in the best interest of PRDOH's obligations under the CDBG-DR Action Plans.

All documents authorized by a Notary Public outside of Puerto Rico's jurisdiction shall be authenticated and include an official certificate or apostille from the Secretary of State, County Clerk or corresponding entity of the State government.

**6.1.4.Conflicts of Interest:** For compliance with this Mandatory Requirement the Proposer must submit with his response to this RFP: **Exhibit D** (Non-Conflict of Interest Certification), **Exhibit E** (Non-Conflict of Interest on Existing or Pending Contracts with PRDOH), **Exhibit F** (Limited Denial of Participation (LDP)/Suspension or Debarment Status Affidavit), **Exhibit G** (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion), **Exhibit H** (Non-Collusive Affidavit), and **Exhibit I** (Sworn Statement Under Act 2-2018), duly completed and notarized, if applicable. All documents authorized by a Notary Public outside of Puerto Rico's jurisdiction shall be authenticated and include an official certificate or apostille from the Secretary of State, County Clerk or corresponding entity of the State government.

**6.1.5.Other Required Documents:** For compliance with this Mandatory Requirement the Proposer shall submit the following documents duly completed: **Exhibit J** (Anti-Lobbying Certification), **Exhibit K** (Authorization for Background and/or Financial Information, **Exhibit M** (Proposer's Prior Performance Certification), and **Exhibit N** (Certifications and Representations of Offerors (Non-Construction Contracts).

## 6.2. Qualifications

Proposer shall comply with each of the following requirements in order to qualify for the next phase of the evaluation of the Proposal. However, the PRDOH reserves the right to waive minor irregularities and minor instances of non-compliance. **Qualification requirements will have a total maximum score of thirty (30) points.**

**6.2.1.Capacity to Provide Services:** Proposers shall establish their experience, past performance, and record of integrity for the provision of services by providing the following information with their responses. **This part of the Proposer's Qualifications will have a maximum score of 9 points.**

- **Profile.** Provide a company profile and, if applicable, First-Tier Subcontractor establishing the experience, past performance and qualifications of the firm to render Business Marketing Activities Implementation Services. If the entity responding to this RFP was recently created, the profile shall set forth the experience, past performance and qualifications of each of the members within the entity. **(2 points)**.
- **Identification.** The Proposer's and, if applicable, Team Members and/or First-Tier Subcontractor's Tax-ID, Data Universal Numbering System (DUNS) Number, and year of establishment. Proposers shall provide all the information requested as part of **Exhibit C (Statement of Qualifications)**. **(2 points)**
- **Form of Business.** The Proposer's and, if applicable, Team Members and/or First-Tier Subcontractor's form of business (e.g., corporation, non-profit corporation, limited liability company, professional services company) and detail the names, telephone numbers and email addresses of its officers, directors, members and any partners, if applicable, as well as the persons the PRDOH should contact regarding the Proposal. Proposers shall provide the information requested herein as part of **Exhibit C (Statement of Qualifications)**. **(2 points)**
- **Organization Chart.** An Organizational Chart suitable for the engagement. The Proposer must provide an organization chart showing the corporate structure and lines of responsibility and authority in the performance of the Business Marketing Activities Implementation Services. **(1 points)**
- **Integrity.** Has the Proposer or any of its Team Members and/or First-Tier Subcontractor, if applies been involved in any criminal, civil, or administrative suits, actions, investigations, litigations, sanctions and/or administrative complaints or proceedings that where commenced, pending, settled, threatened, resolved, or concluded during the five (5) year period prior to the date of the Proposal Due Date? If the answer to this question is "yes," state for each such suit, action, investigation or proceeding the (a) date of the suit, action, investigation or proceeding (or time period involved); (b) the specific nature of the suit, action, investigation or proceeding; (c) the amount of funds involved, if any; (d) the names of the parties; (e) the names and complete addresses of the courts and law enforcements agencies involved; (f) the title and file number of the suit, action, investigation or proceeding; (g) the disposition or current status; and (h) any sentence, fine

or other penalty imposed. Also include an opinion from an attorney discussing whether the Proposer's work will be impacted by the litigation. Proposers shall provide the information requested herein as part of **Exhibit C (Statement of Qualifications)**. **(2 points)**

**6.2.2. Comparable Projects:** The Proposer must demonstrate it has successfully completed at least one of the following conditions: Proposer is to provide at least three (3) contracts managed during the last ten (10) years; which budget sums reach a minimum of \$2,000,000.00 (two million dollars provided similar services such as those stated in this RFP. These projects, and their data, will be provided by the Proposer in **Exhibit B (List of Comparable Projects)**. **This part of the Proposer's Qualifications will have a maximum score of 9 points.**

The Proposer must provide sufficient documentation demonstrating the relationship and qualifications between the Proposer and any of its Team Members and/or Subcontractor/s to allow the PRDOH to verify and combine the collected experiences. The evaluation of this section will be done taking in consideration the submitted information regarding the relationship and qualifications of Team Members and/or First Tier Subcontractor/s, if provided.

**6.2.3.Reputation and Managerial, Organization, and Technical Capabilities: This part of the Proposer's Qualifications will have a maximum score of 12 points.**

- The Proposer must demonstrate that it has personnel capable of handling the Services required herein. For Key Staff as related to the engagement the Proposer must provide the names of resources to be assigned, their education, years of experience, licenses, certifications, and résumés or professional information, specifying year of graduation, start and end dates for each job position (s) and project (s). The Proposer must fill the pertinent Key Staff members information as part of **Exhibit C (Statement of Qualifications)**. Refer to **Attachment 1 (Scope of Service)** for detailed requirements and roles of each Key Staff member. Key Staff that will be required as part of the responses to this RFP include the following:

- Managing Director                      2 points
- Account Manager                        2 points
- Creative Director                        2 points
- Media Buyer                                2 points
- Graphic Designer                        2 points
- Media Strategist                         2 points

### **6.3. Work Approach**

Each Proposer shall draft and submit a Work Approach document as part of the Proposal. **The Work Approach will have a total maximum score of 70 points.** The document shall clearly state the following:

**6.3.1.**The Proposer's understanding of the overall implementation of the CDBG-DR Economic Development Program to be managed as part of this RFP scope of services. Clearly explain the Proposer's understanding specifically TBM Program. **(6 points)**

**6.3.2.**The Proposer's approach to the general administration and coordination of the efforts under the engagement with IPR. **(4 points)**

**6.3.3.**The Proposer's approach to develop comprehensive marketing strategies by targeted sector, based on the marketing objectives provided by IPR and in accordance with the Promo Plan **(11 points)**

**6.3.4.**The Proposer's understanding of the following plan metrics: **(10 points)**

- Prioritization Levels (e.g., BioSciences, Air Transshipment Hub, Knowledge Services,).
- Target Sectors (e.g., BioSciences, Business Support Services, Software & IT).
- Targeted Channels (e.g., advertising – display or print, social, websites, events).
- Geographic Focus, i.e., high-tax mainland U.S. states, Europe, LatAm, and Asia.
- Competitive Landscape (e.g., other countries, mainland U.S. states, EDOs).

**6.3.5.**The Proposer's ability to demonstrate marketing venues buying to leverage its existing relationships with leading business marketing providers to ensure competitive pricing and relevant targeting. **(4 points)**

**6.3.6.**The Proposer's ability to demonstrate capacity to: **(10 points)**

- Negotiate pricing for optimal efficiency and reach.
- Reconciliate paid versus delivered marketing activities with all contracted vendors.
- Pay related invoices.
- Issue billing to InvestPR upon completion of approved marketing activities or on a monthly basis; with copies of original invoices and/or additional proof of work as required.
- Recommend value-add opportunities that are in line with IPR objectives.

**6.3.7.**The Proposer's approach to provide regular and ad hoc optimization and reporting on all marketing venues buying, executed as part of the approved marketing implementation strategy, to include: **(10 points)**

- Providing weekly snapshot reports and optimization recommendations.
- Making ongoing optimizations to all buys to incrementally improve efficiency and results, as defined by the marketing implementation strategy.
- Providing reports to **IPR** stakeholders, both online and in person as required.
- Provide monthly status and report updates or as required by **IPR**.
- Provide full campaign recaps and performance at conclusion of each sector campaign

**6.3.8.** The Proposer's approach to develop and implement experiential activation points aligned with targeted sectors and experiential objectives provided by **IPR**; and in accordance with the Promo Plan, to include: **(5 points)**

- Negotiating pricing for optimal efficiency.



- Placing activation based on the approved marketing implementation strategy on behalf of **IPR**.
- Reconciliation of paid versus delivered assets with all activation vendors.
- Payment of all activation related invoices.
- Billing to **IPR** upon completion of approved marketing activities, with copies of original invoices and additional proof of work, as required.
- Acceptable added value opportunities commensurate with Invest PR objectives.
- Provide detailed reporting on achievement of metrics after each experiential event.

**6.3.9.** The Proposer's ability to develop a sponsorship activation schedule and existing events calendar based on target sectors and objectives provided by **IPR** to include strategy to: **(10 points)**

- Negotiating pricing for optimal efficiency and reach.
- Designing and creation of brand experience for each individual event.
- Reconciliation of paid versus delivered assets with all vendors.
- Payment of all related invoices.
- Providing detailed reporting of results in comparison to metrics after each experiential event.
- Delivery of billing to **IPR** upon completion of approved marketing activities, with copies of original invoices and additional proof of work, as required.
- Recommending value-add opportunities that are in line with IPR objectives.

**The Work Approach responses shall not exceed ten (10) pages.** Responses that exceed the page limit will only be evaluated up to the contents of page ten (10). Content beyond this point will not be considered in the evaluation.

#### **6.4. Oral Presentations**

All Proposers must provide the Work Approach they would use to implement the mission and vision of the CDBG-DR Program as stated in Section 6.3 of this RFP.

If considered appropriate, Proposers could receive a written invitation to perform an Oral Presentation of their work approach.

In general, the Oral Presentation's purpose will be the clarification of the work approach, based on Proposer's submitted Proposal. The topics to be presented will be based on information provided as part of the Proposal. No additional topics will be allowed during the Oral Presentation. Oral Presentations will be confidential and only one (1) Proposer will be present at a time.

In the case the Oral Presentations are considered necessary, the written invitation to the Oral Presentation will be issued and sent to Proposers with adequate time before the presentation proposed date. **Rules specifically applying to the presentation will be detailed in the written invitation.** The invitation will be issued either by electronic mail or regular mail. Each Proposer will be responsible of confirming in writing their participation or advising about any inconvenience they may have with the proposed date and time.

If the Proposer chooses to decline the invitation for the Oral Presentation, as described in this Section 6.4, the evaluation of the Qualifications and Work Approach shall continue based on Proposer's submitted Proposal and no additional clarifications to any topic of the Proposal will be allowed or accepted by the PRDOH.

## **7. Preference of 5 points for Section 3 Business Concern or Puerto Rico Registered M/WBE**

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The PRDOH shall provide a preference of no more than 5 points in the evaluation criteria of the method of rating, for a greater participation of Section 3 Business Concern or M/WBE Registered Puerto Rico Business. The Proposer seeking the Section 3 business preference or PR registered M/WBE preference must be able to provide supporting documentation with the submission of this RFP for evaluation. You may use the PRDOH policy guides for additional information on the criteria for qualifying as a Section 3 business or registered M/WBE.

## **8. Cost Proposal Requirements**

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The Cost Proposal will be submitted by Proposers using **Exhibit O** (Cost Form).

Proposer's compensation will be determined as follows:

- The Proposer will be compensated based on hours worked and hourly rates for each of the Key Staff identified in **Attachment 1** (Scope of Services).

The PRDOH may exercise its option to negotiate with Proposers that have reasonable chance of being selected for award with the intent of allowing the Proposers to revise their Cost Proposals. This determination is based on the relative score of the Proposals as these have been evaluated and rated, in accordance with the technical and price factors specified in the RFP. **(The Cost Proposal will have a total maximum score of 35 points)**

## **9. Proposal Evaluation**

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Proposals will be evaluated by the PRDOH in concurrence with and on behalf of IPR as described in the following sections.

### **9.1. Evaluation Committee**

An Evaluation Committee will be constituted by two (2) persons designated by the Chief Executive Officer of IPR and one (1) person appointed by the PRDOH's Secretary; and an alternate member, if considered necessary, appointed by IPR to evaluate proposals (mostly execute rating and ranking) in a competitive procurement process. IPR's Chief Executive Officer shall designate a Chairman to lead the process, for which it may rely on specialized advisers, consultants, and/or subject-matter experts that will review and score the different sections of this RFP, as well as make final recommendations to the PRDOH Bid Board. Following receipt, the responses of all Proposers will be reviewed for completeness and analyzed based upon the criteria described in this RFP.

## 9.2. Evaluation

The Evaluation Committee shall conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP.

Following the submittal of Proposals, the Evaluation Committee will meet to evaluate each Proposal based on the criteria stated in this RFP. Initial evaluation will consider the Mandatory Requirements of the Proposal stated in Section 6.1 of this RFP. Those Proposers whose Proposals meet the Mandatory Requirements will be evaluated by the Evaluation Committee for Qualification and Work Approach requirements. A score to each evaluation criteria will be assigned by the Evaluation Committee. **To be considered “Qualified Proposers”, Proposers need to obtain a score greater than or equal to seventy (70) points in the evaluation of their Qualifications and Work Approach.**

After completing this stage of the evaluation process the Evaluation Committee will determine if it is necessary to invite the Proposers to provide an Oral Presentation as mentioned in Section 6.4 of this RFP. In the instances that an Oral Presentation is not required and/or after the Oral Presentations are completed, the Evaluation Committee will evaluate the Cost Proposals submitted by the Proposers who obtain a score greater than or equal to **70 points** in their Qualifications and Work Approach.

The Evaluation Committee may request clarifications to Proposers to assist in gaining additional understanding of the Proposals. A response to a clarification request must be to clarify or explain portions of the already submitted Proposal and may not contain new information not included in the original Proposal.

## 9.3. Proposal Scoring

**Table 1** presents the maximum points for the Mandatory, Technical Requirements and Cost Proposal. The evaluation shall be based solely on the criteria stated in the RFP.

**Table 1: Proposal Scoring**

<b>Criteria</b>	<b>Maximum Points</b>
Mandatory Requirements (Section 6.1)	Pass/Fail
Qualifications (Section 6.2)	30 Points
Work Approach (Section 6.3)	70 Points
Preference of 5 points Section 3 Business Concern (Section 7)	5 Points
Preference of 5 points for MWBE (Section 7)	5 Points
<b>Maximum Technical Points</b>	<b>110 Points</b>
Cost Proposals (Section 8)	35 Points
<b>Total Proposal Score</b>	<b>145 Points</b>

Proposals will be scored using a Best Value methodology. Proposals will be evaluated on their technical capabilities, namely the Proposer's qualifications and work approach, and a score for each criterion will be assigned based on the maximum allowable points stated in **Table 1**.

Once the technical evaluation of the Proposals is completed, the Evaluation Committee will evaluate the Cost Proposals submitted by the "Qualified Proposers" and will combine the technical and economic aspects of the Proposals to determine the Proposer whose Proposal, conforming to this RFP, is most advantageous to the PRDOH.

Cost Proposals of the "Qualified Proposers" will be awarded points based on the following formula:

$$\text{Cost Proposal Points} = \frac{\text{Lowest Qualified Proposal Received}}{\text{Proposal Cost}} \times [\text{Max. Cost Proposal Points}]$$

#### **9.4. Negotiations**

The Evaluation Committee may recommend discussion and negotiations with "Qualified Proposers". Negotiations are exchanges between the PRDOH Procurement Area and Proposers that are undertaken with the intent of allowing the Proposers to revise their Cost Proposals. The primary objective of discussions is to maximize the PRDOH's ability to obtain the best possible offers, based on the requirements set forth in this RFP.

#### **9.5. Selection and Award**

The Evaluation Committee shall recommend the "Qualified Proposer" with the Proposal, conforming to this RFP, which obtains the highest total proposal score. After final recommendation from the Evaluation Committee, the PRDOH Bid Board will issue a resolution to award or cancel. The resolution to award from the PRDOH Bid Board shall include a determination that costs are reasonable.

Prior to award of a contract, the PRDOH must obtain Contractor and First Tier Sub-Contractor clearance. To obtain clearance, the PRDOH will search <https://www.sam.gov/SAM/> to verify whether the Contractor and First Tier Sub-Contractor is or not debarred. Therefore, the Proposers and First Tier Sub-Contractor 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://www.sam.gov/SAM/>. 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.

The award of this proposal may be canceled at any time before the execution of a contract, without any responsibility whatsoever for PRDOH, the Government of Puerto Rico and HUD.

The bid process and award is directly contingent on availability of funds received from HUD. In the event that PRDOH does not receive the proper fund allocation from HUD, this bid process will be cancelled and terminated without any responsibility whatsoever for PRDOH, the Government of Puerto Rico and HUD for pre-agreement and non-contractual damages.

PRDOH is not obligated to accept proposal submitted by Proposers and is not responsible for costs incurred by Proposers in preparing and submitting their proposals. Prior the execution of a contract for the services requested here, this RFP may be canceled and terminated at its discretion without liability by the PRDOH, the Government of Puerto Rico and HUD.

#### **9.6. Rejection of Proposals and Cancellation of RFP**

The PRDOH, in concurrence with and on behalf of IPR, reserves the right, without limitations, to accept or reject, in whole or part, any or all Proposals submitted and/or to cancel this solicitation and reissue this RFP or another version of it, if it deems that doing so is in the best interest of the Public Interest, the Government of Puerto Rico, the PRDOH or the impacted communities.

#### **9.7. Confidentiality of Responses and Proprietary Information**

Upon completion of the RFP process, the PRDOH will make public its report regarding the qualification, procurement and selection process, which shall contain certain information related to this RFP process, except trade secrets, proprietary information, or privileged and confidential information of the Proposers, so identified by Proposers. **Accordingly, all Proposers are suggested to submit a redacted copy of their Proposal at the time of submission.** For the purpose of clarity, "redacted copy" refers to a copy of the Proposal that has been modified, edited, or revised and any confidential or sensitive information has been removed. The PRDOH reserves the right, without limitations, to make public the redacted copies of the Proposals at the conclusion of the RFP process. If a redacted copy is not submitted by a Proposer, the PRDOH will assume that the original copy of the Proposal can be made public. Proposals containing substantial contents marked as confidential or proprietary may be rejected by the PRDOH.

The PRDOH or IPR cannot guarantee that confidentiality or proprietary claims made by a Proposer, in any way, will be honored. Due to the nature of this RFP, some confidentiality or proprietary claims cannot be assured. Provision of any information marked as confidential or proprietary shall not prevent the PRDOH or IPR from disclosing such information if required by law. The ultimately awarded Contract(s) and all prices set forth therein shall not be considered confidential or proprietary and such information may be made publicly available.

Any and all information, be it trade secrets, proprietary or confidential information submitted as part of this RFP will be made available to HUD, the U.S. Office of Inspector General, or any other federal or state agency that requires said information for program evaluation and compliance purposes.

### **10. Reconsideration and Judicial Review**

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Any person, party or entity that considers itself having been adversely affected by an award determination of the PRDOH Bid Board, made in relation to this RFP, may file a petition for reconsideration before the PRDOH Bid Review Board within the twenty (20) days from the date on which a copy of the Award Notice is duly notified in accordance with Section 3.19 of Act 38-2017, as amended. Simultaneously with the filing of the petition for reconsideration, the petitioner shall submit a copy of the petition to all the parties in the procedure and to the PRDOH. The Review Board shall consider the motion for reconsideration within thirty (30) calendar days from the date

of filing thereof, which term the Review Board may extend once for just cause for an additional period of fifteen (15) calendar days.

If the Review Board issues a decision on the motion for reconsideration, the term to file a request for judicial review before the Court of Appeals will begin as of the date of deposit of a copy of the corresponding notice with the U.S. Postal Service. If the Review Board does not issue a decision on the motion for reconsideration within the term allowed by law, the motion will be deemed denied as of right, and the term to file a request for judicial review will begin to run as of the date thereof, as provided in Section 3.19 of Act 38-2017.

An original and two copies of the motion for reconsideration shall be filed to the Secretary of the Review Board, and a copy thereof shall be filed with the Bid Board.

Any Proposer that considers itself adversely affected by this Notice or the determination of the Review Board on a request for reconsideration, may file a request for judicial review before the Court of Appeals within twenty (20) calendar days from the date of deposit of the corresponding notice with the U.S. Postal Service, or within twenty (20) days from the date of expiration of the term, hence deemed denied as of right, set forth in Section 4.2 of Act 38-2017.

The mere filing of a petition for reconsideration before the PRDOH Bid Review Board or filing of a judicial review petition before the Puerto Rico Court of Appeals will not have the effect of halting the contested award.

**END OF RFP**

**ATTACHMENT 1**  
**SCOPE OF SERVICES**  
**Request for Proposal**  
**Business Marketing Activities Implementation Services**  
**Community Development Block Grant – Disaster Recovery**

**1. Introduction and Overview**

The Puerto Rico Department of Housing (hereinafter "**PRDOH**") in concurrence with and on behalf of Invest Puerto Rico Inc. ("**IPR**") is issuing this Request for Proposals (RFP) to engage one or more Proposers with applicable expertise to promote outside the island that Puerto Rico is ready for visitors and businesses through a comprehensive Marketing Plan. The CDBG-DR program that will be subject to and referred to throughout this RFP, is identified and briefly described as follows:

- Tourism and Business Marketing Program

The Tourism and Business Marketing Program ("Program"), as outlined in the Action Plan, is based on the existing need to communicate that Puerto Rico is open for business and is on a course of growth to re-emerge as a highly competitive investment destination in the Caribbean. Through this program, Puerto Rico will build full-scale tourism and business marketing campaigns to complement the need for local cultivation of small business growth via an increase in local employment opportunities and the number of new businesses.

The Business Marketing segment of the Program may include the following tasks which are not limited to:

1. Increase in the development and implementation of business promotion strategies that leverage core assets and competitive advantages that are unique and compelling for investment in the island.
2. Raise awareness of Puerto Rico as a competitive investment destination calculated by the marketing activities baseline.

The overall Business Marketing plan is built upon strategies where new business opportunities and new investments can be increased; and economic progress can be accelerated during the life of the Program by investing in promotion and sales activities that are designed to yield positive results.

The **PRDOH** reserves the right, without limitations, to: (i) cancel this solicitation and reissue the RFP or another version of it, if it is deemed that doing so is in the best interest of the Public; (ii) amend the contract(s) of the Selected Proposer to, among others, extend its original duration, as further explained in the RFP, or to extend the scale of its Scope of Services to include subsequent CDBG-DR action plans as related to the services requested herein, or to reduce the scale of its Scope of Services as a consequence of underperformance or inexcusable delays related to the services requested herein; and (iii) to contract with one or more qualified proposers for Creative and Media Buying Services (digital and/or traditional) as result of the selection of qualified Proposers or the cancellation of this RFP.

**PRDOH** and **IPR** anticipate awarding the resultant contract(s) for a term that must never be later than the End Date as defined in the Subrecipient Agreement (SRA), or in its amendment(s) if any, between the **PRDOH** and **IPR**. The resultant contract(s) will be executed by **IPR** and the selected Proposer(s). All services to be performed as a result of the awarded contract(s) will be issued through task orders.

This document defines the services that the Proposer(s) must perform for business marketing under a contract with **IPR**. A description of the CDBG-DR Programs is included in the Action Plan approved by the U.S. Department of Housing and Urban Development (HUD) on July 29, 2018, as amended. A complete copy of the Action Plan is available at [www.cdbg-dr.pr.gov/action-plan](http://www.cdbg-dr.pr.gov/action-plan). CDBG-DR programs subject of this Scope of Services are briefly described below.

As approved by the August 14, 2018 Federal Register Notice No. 157, Puerto Rico was granted a waiver to permit the use of up to \$15,000,000 CDBG-DR funds to revitalize the economy through Tourism and Business Marketing efforts. The waiver was subsequently increased to \$25,000,000 as stated in the Federal Register Notice 33 of February 19, 2019.

According to the approved current Action Plan, Puerto Rico intends to undertake a comprehensive Tourism and Business Marketing Program. The focus of the overarching program is to promote outside of the island that Puerto Rico is ready for visitors and businesses through a comprehensive Marketing Plan. The selected Proposer(s) for this specific project will be solely focus on business attraction.

Our goal is to select one or more advertising agencies to carry out the development and implementation of marketing activities that include, but may not be limited to, media buying, sponsorships identification, and events management in accordance with **IPR**'s strategy and promotion plan. The purpose of a comprehensive, strategic marketing plan is to support **IPR** in driving new jobs and investment to the island; which is in direct alignment with performance metrics outlined in the SRA as executed between **PRDOH** and **IPR**.

The selected Proposer(s) will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under the Contract. The Scope of Services presented is based upon circumstances existing at the time of solicitation. **PRDOH** reserves the right to modify or delete the tasks listed and, if appropriate, add additional tasks prior to and during the term of the Contract.

If additional CDBG-DR funds are allocated to Puerto Rico during the life of the contract, the selected Proposer(s) staff may be assigned to work on those future federal grants awarded and potentially expand services to accommodate other similar marketing activities yet to be defined. There is no guarantee of a minimum level of services which may be requested by **IPR** under a Contract.

## **2. Proposer(s) and Staff Requirements**

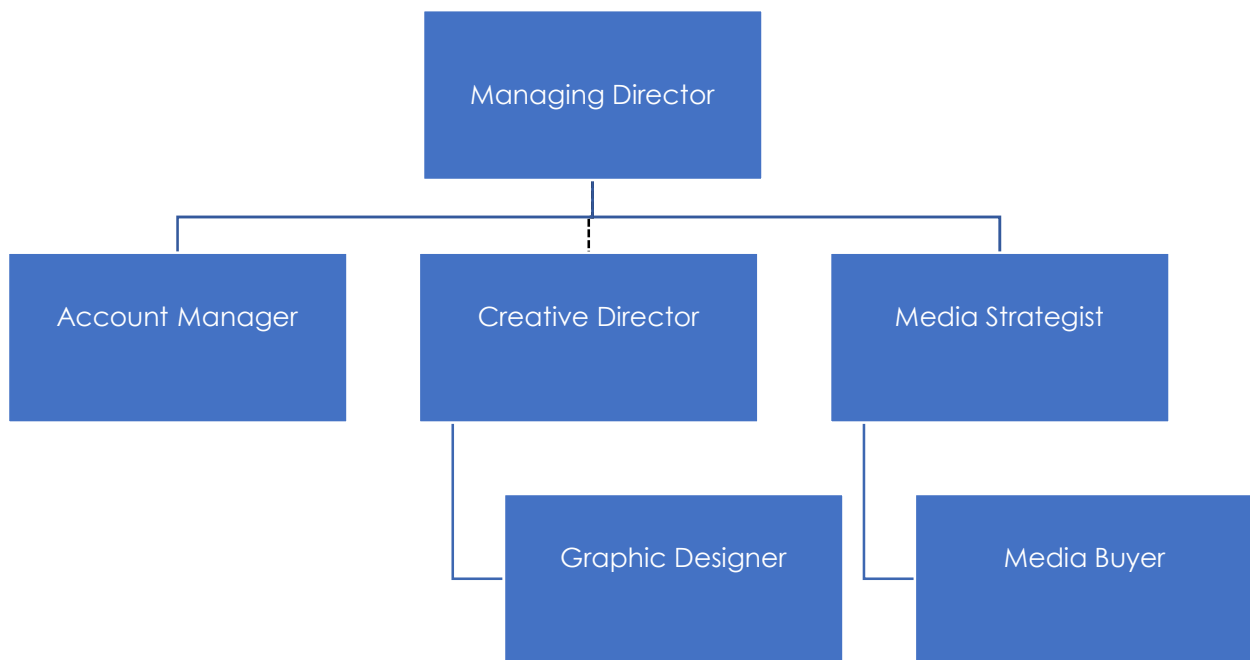
The selected Proposer(s) should be able to develop a comprehensive media strategy which encompasses tactical advisory, refinement of **IPR**'s approach based on market insights and distinguishes **IPR**'s approach for Puerto Rico from competitor markets. The Proposers should



specialize in business marketing and have demonstrable results in leading multi-channel campaigns. Experience executing creative media and buying strategies for B2B engagements is required, while experience supporting economic development organizations is preferred. Proposers are expected to have established industry-wide relationships for the purpose of identifying mutually beneficial collaborations and facilitating executions. Proposer(s) will work with **IPR**'s staff, contractors, and partners for flawless execution of collaborations as well as projects.

The selected Proposer(s) shall have or will secure, at its own expense, all personnel required in performing the services under the contract. **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. **IPR** reserves the right to request the removal of any staff not performing to standard. No personnel may be assigned to the resulting contract without the written consent of **IPR** and prior authorization from **PRDOH**.

**Figure 1. Business Marketing Activities Implementation Key Staff Organizational Chart**



### **2.1. Staff Experience and Qualifications**

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

tasks and services, and have necessary experience and practical knowledge to successfully implement and perform the tasks and services.

## **2.2. Organization and Staffing Plan**

Proposers shall submit an initial organization chart detailing the identity of each person (whether employed by Proposer or a subcontractor) who shall perform any services required. The Proposer's organization and staffing plan shall specifically include the required number of personnel, role and responsibilities of each person assigned to the project, name of the resource or subcontractor, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Proposers should demonstrate their ability to adequately staff and scale each functional area to maintain agreed upon service levels for the life of the Program. Only those key positions as identified in the RFP will be required a résumé or professional information.

### **2.2.1. Key Staff**

The following represents general descriptions for the key staff and other fully qualified personnel to be included in the Proposer's Proposal and, if awarded, the resulting Contract:

- **Managing Director:** Responsible for management of the contract, overall relationship, and the proposer's delivery of all approved creative executions and strategic marketing plan(s) that meet the Program's multipronged objectives.
- **Requirements:** A bachelor's degree in Marketing, Advertising, Business Management, English or related field from an accredited institution and/or a minimum of 5 years of practical experience managing business-to-business activities, accounts, or brands/institutions with global reach, at an annual investment of \$2 million or more. Must be able to organize and prioritize schedules effectively and within designated time frames.
- **Responsibilities:**
  - o Acts on behalf of the Proposer team to clearly explain to client the most effective and cost-efficient means of achieving advertising and/or marketing goals.
  - o Prepares and presents media recommendations within client budget.
  - o Identifies improvements to enhance projects, which includes making recommendations and rapid issue resolution when necessary.
  - o Organizes and prioritizes schedules efficiently and within designated time frames.
  - o Contributes to the development of communications plans, media analyses, messaging strategies, and other marketing efforts as required by the Program.
  - o Demonstrates an understanding of how channel and execution decisions affect the allocation of budget; in order to achieve Program objectives or goals.
  - o Oversees development of schedule that delineates all activities necessary to effectively implement the marketing plan(s) for the project(s); and includes weekly reporting.
- **Account Manager:** Directly supports the Account Director and implements activities in alignment with the marketing plan(s) and corresponding numeric projections. Also: coordinates Proposer's cross-functional team efforts; identifies and coordinates investment in marketing venues, e.g., media, trade shows, or conferences, suitable for attracting

investment to Puerto Rico; monitors budget by comparing and analyzing results to the approved marketing(s) and forecasted goals; prepares all reporting.

- **Requirements:** A bachelor's degree in Marketing, Advertising, Business Management, English or related field from an accredited institution and/or a minimum of 4 years of practical experience managing business-to-business accounts, or brands/institutions with global reach, and technical expertise to effectively support the implementation of approved marketing plans and/or campaigns.
- **Responsibilities:**
  - o Synthesizes market research, and/or market data provided, as required to pinpoint audience industry trends, produce competitor set matrices, prioritize marketing channels and identify key influencers.
  - o Recommends the right marketing mix of channels and programs to achieve desired business/organizational goals. Supports execution of marketing programs and campaigns.
  - o Measures effectiveness of all marketing efforts, reports on all metrics and helps to develop new strategies for program or campaign improvement.
  - o Supervises day-to-day marketing activities and the Proposer staff.
  - o Responsible for project and timeline management, keeping tasks on schedule, and managing budget within parameters.
  - o Organizes efforts with client, , Proposer staff and other collaborators.
- **Creative Director:** Responsible for guiding the development and delivery of all creative executions, and supporting assets procurement, that meet the Program's multipronged objectives.
- **Requirements:** A bachelor's degree in Marketing, Advertising or related field from an accredited institution and/or a minimum of 5 years of practical experience managing business-to-business accounts, or brands/institutions with global reach, at an annual investment of \$2 million or more. Must be able to demonstrate an eye for design that inspires dynamic ideas that accounts for market constraints or challenges.
- **Responsibilities:**
  - o Conduct brainstorming sessions with client and creative team, maintaining strategic and creative thinking to develop innovative and actionable creative initiatives in a fiscally responsible manner.
  - o Supervise a cross-functional team of graphic designers, copywriters, social media experts, photographers/videographers, and project managers in the strategic development of messages and deliverables.
  - o Prioritize work and resources based on short- and long-term client needs, establishing production schedules by collaborating with designers and copywriters.
  - o Review and approve art and copy developed by the team, ensuring deliverables that effectively address marketing goals and challenges.
  - o Produce fresh, innovative work that translates complex ideas into compelling print materials and digital experiences for visually sophisticated audiences.
  - o Present, or oversee presentation of final concepts, and obtain approvals for deliverables.

- **Graphic Designer:** Directly supports the Creative Director and is responsible for developing layouts, image or asset creation, and design production in alignment with approved strategic concepts that are integral to the marketing plan(s) and campaigns.
- **Requirements:** An associate degree from an accredited institution and/or a minimum of 3 years of practical experience with graphic design and collateral production; that is demonstrated in a portfolio. Demonstrates thorough knowledge of, and how to apply, best practices for graphic design.
- **Responsibilities:**
  - o Develops concepts and designs assets, including but not limited to, display & print print executions, newsletters, assets for websites, and assets for use across social media.
  - o Demonstrates fluency in the latest versions of industry-standard software.
  - o Manages day-to-day development of collateral, assets, presentations, exhibits, signage, and/or other material.
  - o Produces appropriate file formats for execution across digital, print, and out-of-home executions.
  
- **Media Strategist:** Analyzes and interprets advertising data & metrics for the development, and eventually improvement, of months-long campaigns to meet marketing plan(s) objectives or goals.
- **Requirements:** A bachelor's degree in Marketing or related field from an accredited institution and/or a minimum of 5 years of practical experience managing business-to-business accounts, or brands/institutions with global reach, at an annual investment of \$2 million or more.
- **Responsibilities:**
  - o Analyzes data, thinks creatively and designs innovative strategies to ensure campaigns reach multi-segmented target audience in the most effective way possible.
  - o Assesses the impact and suitability of different media types used to target certain markets based on Program objectives and goals.
  - o Develops various options for media plans that reflect multiple flights and are designed to meet or exceed Program objectives.
  - o Analyzes campaign results, during and post, before recommending refinements.
  - o Collects and analyzes information on different media channels, e.g., digital properties, print publications, DRTV, and OOH (digital or 'sheet' billboards).
  - o Recommends media strategies to attract and retain investment to Puerto Rico while increasing brand recognition (of Puerto Rico and **IPR**); that drives loyalty and satisfaction from the multi-segment audience.
  
- **Media Buyer:** Directly supports the Media Strategy/Planner and is responsible for the placements and negotiation of price for all advertising; digital or traditional. Executes buys meant to have advertising be seen by the greatest percentage of the multi-segmented audience within budget.

- Requirements: A bachelor's degree in Marketing, Advertising, Business Management, English or related field from an accredited institution and/or a minimum of 3 years of practical experience as media buyer; managing B to B brands, or brands/institutions with global reach, at an annual investment of \$100,000 or more..
- Responsibilities:
  - o Helps identify target audiences and media campaigns for prolonged effect.
  - o Compares and negotiates rates, space, and airtime (if applicable).
  - o Supports media planning, implementation, and assessment activities.
  - o Researches and buys placements as part of advertising, marketing, public relations, or activation needs as outlined in marketing plan(s) or campaigns.
  - o Optimizes plans and budgets according to the best media mix. Prepares schedules and adjusts when needed given campaign performance.
  - o Directs ad placement through research and analytical models to determine what is best for the client based on the product/service, the client's goals and budget.

### 3. Services Requested

The selected Proposer(s) will be responsible for performing the tasks as outlined below:

#### 3.1. Marketing Plan(s) and Campaigns Development

Selected Proposer(s) must be able to develop comprehensive marketing strategies by targeted sector, based on the marketing objectives provided by **IPR** and in accordance with **IPR's** strategy and promotion plan. This includes plan metrics, to be shared with the selected Proposer(s) along with thoroughly reviewing and understanding existing research on:

- Prioritization Levels (e.g., BioSciences, Air Transshipment Hub, Professional Services, other).
- Target Sectors (e.g., BioSciences, Finance & Insurance, Technology, other).
- Targeted Channels (e.g., advertising – display or print, social, websites, events).
- Geographic Focus (i.e., high-tax mainland U.S. states, Europe, LatAm, and Asia).
- Competitive Landscape (e.g., other countries, mainland U.S. states, EDOs).

The development of the marketing activities implementation strategy must include detailed documentation showing spend, timing, and related measurement benchmarks expected to be met. The selected Proposer must submit the marketing plan endorsed by **IPR** and approved by PRDOH's POC, no later than thirty (30) calendar days upon the execution of **IPR's** contract with the selected Proposer.

#### 3.2. Media Buying (up to \$4.7M)

Selected Proposer(s) must be able to leverage its existing industry relationships to ensure competitive pricing and relevant targeting. Tasks include but may not be limited to:

- Negotiating pricing for optimal efficiency and reach.
- Reconciliation of paid versus delivered marketing activities with all contracted vendors.
- Payment of related invoices.
- Issuing billing to **IPR** upon completion of approved marketing activities or on a monthly basis; with copies of original invoices and/or additional proof of work as required.
- Recommending value-added opportunities that are in line with **IPR** objectives.

### **3.3. Media Reporting & Optimization**

Selected Proposer(s) must provide regular and ad hoc optimization as well as reporting on all buying, executed as part of the approved marketing plan(s) or campaigns. Tasks include but may not be limited to:

- Providing weekly Hot Sheet (e.g., a summary of open projects or initiatives) report that include optimization recommendations.
- Optimization of all buys to achieve results and realize efficiencies in support of the approved marketing plan(s) and campaigns.
- Providing reports to **IPR** stakeholders, both online and in person as required.
- Provide monthly status and report updates or as required by **IPR**.
- Provide full recaps and performance analyses at the conclusion of campaigns or activation in-market periods.

### **3.4. Experiential Activation**

Selected Proposer(s) must develop and implement experiential activations aligned with targeted sectors or industries and objectives as provided by **IPR**; and in accordance with **IPR**'s strategy and promotion plan. Tasks include but may not be limited to:

- Negotiating pricing for optimal efficiency and reach.
- Placing activation based on the approved strategy on behalf of **IPR**.
- Reconciliation of paid versus delivered assets with all activation vendors.
- Payment of all related invoices.
- Delivery of billing to **IPR** upon completion of approved marketing activities, with copies of original invoices and additional proof of work, as required.
- Recommending of value-add opportunities that are in line with InvestPR objectives.
- Providing detailed reporting of results in comparison to metrics after each experiential event.

### **3.5. Sponsorship Activation**

Selected Proposer(s) must develop a sponsorship activation schedule that supports an existing events calendar as provided by **IPR**, in accordance with **IPR**'s strategy and promotion plan. Tasks include but may not be limited to:

- Negotiating pricing for optimal efficiency and reach.
- Designing and creation of brand experience for each event.
- Reconciliation of paid versus delivered assets with all vendors.
- Payment of all related invoices.
- Providing detailed reporting of results in comparison to metrics after each experiential event.
- Delivery of billing to **IPR** upon completion of approved marketing activities, with copies of original invoices and additional proof of work, as required.
- Recommending value-add opportunities that are in line with InvestPR objectives.

Additional services identified by the Proposer are services that may or may not be required through the Contract. Nonetheless, the need for the services shall be demonstrated by the selected Proposer and authorized PRDOH's Point of Contact (POC), prior to performing such services.

#### **4. Deliverables**

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

- Comprehensive marketing plan(s), with campaigns, that incorporates existing and Proposer-conducted research that maps to planned metrics.
- Proof of delivery of all marketing plans, with elements, as agreed upon in the comprehensive, multi-touchpoint/channel marketing strategy.
- Proof of marketing plan(s) optimization over the period of service (e.g., improvements in efficiency, performance, measurable increase in awareness).
- Detailed reporting, whether ad hoc or on a regularly scheduled basis, as requested by **IPR** in the required formats.
- Presentations of recommended strategies, progress reports, and results as requested by **IPR**.

The selected Proposer(s) shall be responsible for completing the activities as outlined in this Scope of Services as to be specified by **IPR**. The selected Proposer(s) shall assist **PRDOH** by providing additional resources to accomplish assignments authorized by **IPR** and or **PRDOH** if necessary or upon request.

#### **5. Response Requirements**

In response to this solicitation, Proposers should carefully follow the format and instructions outlined therein for submitting a complete Proposal Submission package. All documents and information must be fully completed and signed as required.

The proposal shall be written in sufficient detail to permit the **PRDOH** and **IPR** to conduct a meaningful evaluation of the proposed capabilities and Proposer experience. Overly elaborate responses are not requested or desired.

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

**END OF SCOPE OF SERVICES**

**COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)**

**AGREEMENT FOR  
BUSINESS MARKETING ACTIVITIES IMPLEMENTATION SERVICES  
BETWEEN  
INVEST PUERTO RICO INC. (IPR)  
AND**

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**THIS AGREEMENT FOR BUSINESS MARKETING ACTIVITIES IMPLEMENTATION SERVICES**, (hereinafter referred to as the "Agreement") is entered into in San Juan, Puerto Rico, this \_\_\_\_ of \_\_\_\_\_, 2020, by and between **INVEST PUERTO RICO INC.** (hereinafter, "IPR") with principal offices in \_\_\_\_\_, San Juan, Puerto Rico \_\_\_\_\_, herein represented by \_\_\_\_\_, in his/her capacity as \_\_\_\_\_, of legal age, married/single, and resident of \_\_\_\_\_, \_\_\_\_\_ duly authorized by Resolution, and \_\_\_\_\_ (hereinafter, the "CONTRACTOR"), with principal offices in \_\_\_\_\_, San Juan, Puerto Rico \_\_\_\_\_, herein represented by \_\_\_\_\_, in his/her capacity as \_\_\_\_\_, of legal age, married/single, and resident of \_\_\_\_\_ duly authorized by Resolution by the CONTRACTOR.

**WHEREAS**, on September 2017, Hurricanes Irma and María made landfall in Puerto Rico causing catastrophic island wide damage, knocking out power, water, and telecommunications for the entire island and its island municipalities. Hurricane María caused major structure and infrastructure damage to family homes, businesses and government facilities triggering the displacement of thousands of residents of the Island from their homes and jobs.

**WHEREAS**, under the Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017, signed into law September 8, 2017 (Pub. L. 115-56), \$1.5 billion were allocated by the U.S. Department of Housing and Urban Development (HUD) for disaster recovery assistance to the Government of Puerto Rico under the CDBG-DR. 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.

**WHEREAS**, on February 9, 2018, a Notice was published in the Federal Register, Vol. 83, No. 28 (83 FR 5844), that allocated \$1.5 billion for disaster recovery assistance to the Government of Puerto Rico.

**WHEREAS**, pursuant to a letter dated February 23, 2018 sent by the former Governor of Puerto Rico to the Secretary of HUD, the Puerto Rico Department of Housing (PRDOH) is the governmental agency designated as grantee of the CDBG-DR funds allocated to the Government of Puerto Rico.

**WHEREAS**, under the Bipartisan Budget Act of 2018, signed into law February 9, 2018 (Pub. L. 115-123), an additional \$8.22 billion were allocated by HUD for disaster recovery assistance to the Government of Puerto Rico under CDBG-DR.

**WHEREAS**, on August 14, 2018, a Notice was published in the Federal Register Vol. 83, No. 157, (83 FR 40314) that made an additional allocation to Puerto Rico of \$8.22 billion for recovery. With these allocations of funding, the PRDOH aims to lead a transparent,

**NOTE:**

***THIS DOCUMENT IS A DRAFT AND IS NOT A FINAL VERSION. IPR MAY MAKE CHANGES TO THIS DRAFT ACCORDINGLY BEFORE SUBMITTING AN EXECUTABLE CONTRACT***



comprehensive recovery to benefit the residents of Puerto Rico. PRDOH holds accountability and is committed to the responsible, efficient, and transparent administration of CDBG-DR grant funding.

**WHEREAS**, On September 20, 2018, the Governor of Puerto Rico and the Secretary of HUD signed the Grant Agreement.

**WHEREAS**, Pursuant to the PRDOH's authority as grantee, and in order to facilitate the process to put the Business Marketing Activities Implementation project in effect in, it entered into a Subrecipient Agreement (SRA) between the Puerto Rico Department of Housing and the Invest Puerto Rico Inc, on July 3, 2020. Said agreement authorized the IPR to assist the Puerto Rico Department of Housing in utilizing CDBG-DR funds to carry out the Business Marketing Activities Implementation program, including retaining the services, which shall be contemplated in this agreement.

**WHEREAS**, the IPR is interested in contracting advertising agency firm to assist IPR with The Tourism and Business Marketing Program (hereinafter "Program"), to carry out the development and implementation of marketing activities and promote outside the island that Puerto Rico is ready for visitor and businesses. The Tourism and Business Marketing Program ("Program"), as outlined in the Action Plan, is based on the existing need to communicate that Puerto Rico is open for business and is on a course of growth to re-emerge as a highly competitive investment destination in the Caribbean. Through this program, Puerto Rico will build full-scale tourism and business marketing campaigns to complement the need for local cultivation of small business growth via an increase in local employment opportunities and the number of new businesses. This firm will support IPR's objectives of ensuring compliance with all CDBG-DR, HUD and applicable federal and local requirements, rules and regulations, as well as in PRDOH's objectives of the Action Plan, as amended, and adequately coordinating and monitoring all CDBG-DR related activities.

**WHEREAS**, on \_\_\_\_\_ the or IPR issued this Request for Proposal for "Business Marketing Activities Implementation Services Program" with CDBG-DR funds. This request was placed through \_\_\_\_\_. Afterwards, PRDOH requested Quotations or Proposals from qualified Proposers therein registered. Through this procurement process, PRDOH was able to reach \_\_\_\_\_ (\_\_\_) qualified firms listed for their capacity and experience with federal grants to deliver qualified services. That said, the contract awarded for the performance of the SRA was awarded on a fair and open competition basis in accordance with applicable procurement requirements, as included in the current CDBG-DR Procurement Manual and Contractual Requirements

**WHEREAS**, on \_\_\_\_\_, the PRDOH issued \_\_\_\_\_.

**WHEREAS**, on \_\_\_\_\_, the CONTRACTOR submitted a proposal (hereinafter referred to as the "Proposal"), which fully complied with the requirements set forth by the PRDOH.

**WHEREAS**, \_\_\_\_\_ to perform the required services at a reasonable proposed cost (Attachment A) to assist PRDOH and IPR in the Puerto Rico's recovery efforts according to the award criteria established in the RFP.

**WHEREAS**, the \_\_\_\_\_ desires to enter into an agreement with \_\_\_\_\_ to secure its services and accepts the CONTRACTOR's Proposal and costs, and the CONTRACTOR by its acceptance of the terms and conditions of this Agreement is ready, willing and able to provide the requested services contemplated under this Agreement.

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

### I. TYPE OF CONTRACT

**Contract Type:** This is a fixed fee and hourly contract. Under this Agreement, CONTRACTOR shall submit monthly invoices to the IPR based on the Compensation Schedule (**Attachment D**) and as the services are rendered. Any and all changes and/or modifications to this Agreement shall be in writing and must be signed by both parties.

**Attachments Incorporated:** The following attachments are incorporated into this Agreement by reference and are hereby made part of this Agreement:

<b>Attachment A</b>	Notice of Award
<b>Attachment B</b>	Proposal
<b>Attachment C</b>	Scope of Services
<b>Attachment D</b>	Compensation Schedule
<b>Attachment E</b>	Performance Requirements
<b>Attachment F</b>	Insurance Requirements (DV-OSPA-78-5)
<b>Attachment G</b>	HUD General Provisions

All Attachments hereto are fully incorporated herewith such that the terms and conditions of the Attachments shall be as binding as any terms and conditions of this executed written Agreement. Should any inconsistency appear between the Attachments and this Agreement, the Agreement shall prevail.

### II. TERM OF AGREEMENT

- 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 performance period of \_\_\_\_\_ ( ) **months**, ending in \_\_\_\_\_, \_\_\_\_\_, 20\_\_.
- B.** The term of this Agreement shall not exceed the lifetime of the initial Grant Agreement between PRDOH and HUD, unless the term of the initial Grant Agreement is extended by HUD, in which case the Agreement shall not exceed said extended period.

### III. SCOPE OF SERVICES

The CONTRACTOR will provide the services described in Attachment C and Attachment E of the Agreement. The parties agree that the CONTRACTOR shall furnish all permits, consents, licenses, equipment, software and supplies necessary to perform the Services, at CONTRACTOR's sole cost.

### IV. COMPENSATION AND PAYMENT

- A.** The IPR agrees to pay the CONTRACTOR for allowable Services rendered under this Agreement in accordance with the rates and amounts described in **Attachment D** of this Agreement.
- B.** IPR will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed \_\_\_\_\_ **DOLLARS AND** \_\_\_\_\_ **CENTS (\$\_\_\_\_\_); Account Number**\_\_\_\_\_.

- C. Such payment shall be compensation for all allowable services required, performed and accepted under this Agreement included in **Attachment D** and **Attachment E**.
- D. Any additional funds to complete the services requested by IPR to the CONTRACTOR will be subject to evaluation before acceptance as well as funds availability and will require an amendment to this Agreement.
- E. The CONTRACTOR shall submit an invoice to IPR on a monthly basis. Said invoice must be submitted including all required invoice supporting documents, including but not limited to monthly reports, timesheets, invoice and photos evidence, expense plan and/or work projections. If IPR determines that the submitted invoice and supporting documents are acceptable, then the invoice will be approved for payment.
- F. An authorized representative of the IPR will review each invoice and, if adequate, will approve and process its payment. Payments to the CONTRACTOR shall be made by electronic funds transfer (EFT). IPR reserves the right to conduct any audits it deems necessary. The CONTRACTOR agrees to cooperate fully with any such audit or audits.
- G. While providing the services under this Agreement, the CONTRACTOR must adhere to applicable requirements of the CDBG-DR grant. If the CONTRACTOR performs ineligible activities under the CDBG-DR grant or program, the CONTRACTOR cannot include them in the invoice for payment to the CONTRACTOR.
- H. CONTRACTOR shall be liable to the IPR for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement. CONTRACTOR shall reimburse such disallowed costs from funds other than those CONTRACTOR received under this Agreement.
- I. The CONTRACTOR acknowledges and agrees to repay any CDBG-DR funds used for ineligible costs.

#### **V. REIMBURSABLE EXPENSES**

IPR will not reimburse any costs incurred by the CONTRACTOR not included in the approved Proposal or in an executed written amendment.

#### **VI. ADDITIONAL SERVICES**

Should additional services be needed by IPR, such additional services shall be agreed upon by the parties in a written document signed by both parties, prior to the issuance of a notice to proceed with the performance of such additional services.

#### **VII. OWNERSHIP AND USE OF DOCUMENTS**

- A. With the exception of the CONTRACTOR's working papers, the CONTRACTOR acknowledges IPR ownership of all information, drafts, documents, reports, papers, and other materials developed and prepared by the CONTRACTOR, its agents or representatives, for purposes of performing key obligations hereunder. In the event of any termination, the CONTRACTOR shall deliver such information, drafts, reports, papers and other materials to IPR, in document form or as computer program data,

and the CONTRACTOR recognizes IPR right to request such documentation or computer program data. If the CONTRACTOR fails to deliver said information, IPR may seek a judicial order to enforce its rights.

- B. Proof of expenditures incurred by the CONTRACTOR on behalf of IPR shall be made available to IPR. The CONTRACTOR agrees to maintain accurate records and files of all contract documents, correspondence, book estimates, bills, and other information related to the CONTRACTOR account. These documents shall be open for IPR examination at all reasonable times during the term of this Agreement, and up to **five (5) years** from closeout of the grant to the state, or the period required by other local applicable laws and regulations.

#### **VIII. DOCUMENTATION AND RECORDKEEPING**

- A. **Records to be Maintained:** The CONTRACTOR shall maintain records of the state and units of general local government, including supporting documentation, which shall be retained for the greater of **five (5) years** from closeout of the grant to the state, or the period required by other local applicable laws and regulations. Such records include but are not limited to: Records providing a full description of each activity undertaken; Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR program; Records required to determine the eligibility of activities; Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-DR assistance; Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG-DR program regulations; Financial records as required by 24 C.F.R. § 570.502, and 2 C.F.R. part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and other records necessary to document compliance with this agreement, any other applicable Federal statutes and regulations, and the terms and conditions of PRDOH's Federal award.
- B. **Access to Records:** The CONTRACTOR shall permit IPR and auditors to have access to the CONTRACTOR's records and financial statements as necessary for IPR to meet its audit requirements under the Federal award.
- C. **Record Retention and Transmission of Records to the IPR:** Prior to close out of this Agreement, the CONTRACTOR must transmit to IPR records sufficient for the IPR to demonstrate that all costs under this Agreement met the requirements of the Federal award.
- D. **CONTRACTOR's Data and Privileged Information:** The CONTRACTOR is required to maintain confidential data demonstrating client eligibility for activities provided under this Agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided.
- E. **PII Policy:** The CONTRACTOR must comply with the PRDOH CDBG-DR Personal Identifiable Information Policy, as found in the CDBG-DR Website ([www.cdbg-dr.pr.gov](http://www.cdbg-dr.pr.gov)), which is herein included and made integral part of this Agreement, as it may be updated from time to time.

## IX. ACCESS TO RECORDS

- A. The CONTRACTOR agrees to provide the Government of Puerto Rico, PRDOH, HUD's Secretary, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. 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.

## X. NON-DISCLOSURE AND CONFIDENTIALITY

- A. **Confidential Information; Definition:** The term Confidential Information as used throughout this Section, means any information concerning IPR operations and that of its CONTRACTOR (e.g., the projects, computer processing systems, object and source codes and other IPR business and financial affairs). The term Confidential Information shall also deem to include all notes, analysis, compilation, studies and interpretation or other documents prepared by CONTRACTOR, its agents or representatives, in connection with IPR operations.
- B. **Non-Disclosure:** CONTRACTOR agrees to take all reasonable steps or measures to keep confidential all Confidential Information and will not, at any time, present or future, without IPR express written authorization, use or sell, market or disclose any Confidential Information to any third party, contractor, corporation, or association for any purpose whatsoever. CONTRACTOR further agrees that, except as they relate to the normal course of the service, the CONTRACTOR will not make copies of the Confidential Information except upon IPR express written authorization, signed by an authorized representative of IPR and will not remove any copy or sample of Confidential Information without prior written authorization from IPR. CONTRACTOR retains the right to control its work papers subject to these confidentiality provisions.
- C. **Return Documents:** Upon receipt of written request from the IPR, CONTRACTOR will return to IPR all copies or samples of Confidential Information which, at the time of the notice are in CONTRACTOR's or its agent's possession. CONTRACTOR reserves the right to retain a set of its work papers.
- D. **Equitable Relief:** The CONTRACTOR acknowledges and agrees that a breach of the provision of subparagraph B and C of this Section will cause IPR to suffer irreparable damage that could not be remedied or compensated adequately only by mere monetary retribution. The CONTRACTOR further agrees that money damages may not be a sufficient remedy for any breach of this Section. Accordingly, the CONTRACTOR agrees that IPR shall have the right to seek injunctive relief and the specific performance of the provisions of this Section to enjoin a breach or attempted breach of the provision hereof, such right being in addition to any and all other rights and remedies that are available to IPR by law, equity, or otherwise.

## XI. PERFORMANCE WARRANTY

- (a) CONTRACTOR warrants that it will perform all work and provide all Deliverables under this Contract in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

- (b) CONTRACTOR warrants that all Deliverables it completes under this Contract shall: meet or exceed the standards of CONTRACTOR's trade, profession, or industry; meet or exceed the specifications set forth in the Attachments to this Agreement; and be fit for ordinary use, of good quality, and with no material defects.
- (c) If CONTRACTOR submits Deliverables that do not meet specifications, fails to complete Deliverables timely, or fails to perform its obligation under this Contract, IPR may require CONTRACTOR, at its sole expense, to:
1. repair or replace Deliverables that do not meet specifications;
  2. refund payment for Deliverables that do not meet specifications and accept the return of such Deliverables;
  3. pay liquidated damages for any past due Deliverable; and
  4. take necessary action to ensure that future performance and Deliverables meet specifications and conform to the Contract.

## XII. TERMINATION

- A. Termination for Cause or Default:** IPR may terminate this Agreement, in whole or in part, because of CONTRACTOR's failure to fulfill any of its obligations. IPR shall terminate this Agreement by delivering to the CONTRACTOR a **thirty (30) day** notice of termination specifying the extent to which the performance of the service under this Agreement is terminated, the reason therefor and the effective date of termination. CONTRACTOR shall, upon written notice, be provided a **ten (10) day** opportunity to cure the alleged defect that resulted in the perceived default. If the defect is not cured within that period of time, CONTRACTOR shall immediately discontinue all such services being terminated and deliver to IPR all information, notes, drafts, documents, analysis, reports, compilations, studies and other materials accumulated or generated in performing the services contemplated in this Agreement, whether completed or in process. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to IPR for damage sustained to IPR and PRDOH CDBG-DR Program by virtue of any breach of the Agreement by the CONTRACTOR. The IPR may withhold any payments to the CONTRACTOR, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the IPR by the CONTRACTOR. IPR shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.
- B. Termination for Convenience:** IPR may terminate this Agreement, in whole or in part, whenever the IPR determines that such termination is necessary or convenient to the organization. The IPR will terminate this Agreement by delivering to the CONTRACTOR a **thirty (30) day** notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to the IPR all information, studies and other materials property of the IPR. In the event of a termination by Notice, the IPR shall be liable only for payment of services rendered up to and including the effective date of termination. IPR shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.
- C. Termination by Unilateral Abandonment:** IPR will consider this Agreement immediately terminated, in the event that the CONTRACTOR unilaterally and without prior notice, chooses to abandon (in any shape, form or fashion) cease and desist in the specific performance of its general and particular duties and responsibilities as agreed in this Agreement. Upon the knowledge of such event, IPR will not be held

liable and will immediately, automatically and retroactively deduct from any future reimbursement, all funds from the day such unilateral abandonment took place. IPR will not be compelled to continue the performance of the Agreement, should the CONTRACTOR breach the Agreement by unilateral abandonment. For the purposes of this Section, Abandonment shall mean that CONTRACTOR voluntarily and intentionally disavows its contractual duties in a manner that is overt and without question a relinquishment of said contractual duties.

- D. Unilateral Termination:** IPR may terminate this Agreement, in whole or in part, at IPR's sole discretion, with or without cause, at any time. IPR will terminate this Agreement by delivering to the CONTRACTOR a **thirty (30) day** notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to IPR all information, studies and other materials property of IPR. In the event of a termination by Notice, IPR shall be liable only for payment of services rendered up to and including the effective date of termination.
- E. Suspension:** IPR may suspend this Agreement in whole or in part at any time for the IPR's convenience. IPR shall give the CONTRACTOR **five (5) days'** written notice of such suspension. Upon receipt of said notice the CONTRACTOR shall immediately discontinue all Services affected.
- F. Immediate Termination:** In the event the CONTRACTOR is subjected to a criminal or civil action, suit, proceeding, inquiry or court of applicable jurisdiction, or any governmental agency, or the CONTRACTOR shall be subject to an order, judgment, or opinion, issued by any federal or local authority, a court of applicable jurisdiction, or any governmental agency, in connection with the execution, delivery, and performance by the CONTRACTOR of this Agreement or the CONTRACTOR of this Agreement has been noncompliant, breach, inaccuracy of any representation, warranties, covenants, or the certifications provided herein, whether the noncompliance, breach or inaccuracy takes place before or after the execution of this Agreement, IPR shall have the right to the immediate termination of this Agreement notwithstanding, any provisions to the contrary herein.
- G. Period of Transition:** Upon termination of this Agreement, and for **ninety (90) consecutive calendar days** thereafter (the Transition Period), CONTRACTOR agrees to make himself available to assist IPR with the transition of services assigned to CONTRACTOR by IPR. CONTRACTOR shall provide to IPR the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the Services to IPR or a third party designated by IPR. The parties agree to execute a Transition Services Agreement for the Transition Period and CONTRACTOR will be paid at a reasonable, agreed upon hourly rate for any work performed for IPR during the Transition Period.

In the event that the funds are suspended, withdrawn, canceled, or are otherwise unavailable, this Agreement will be immediately terminated.

### **XIII. PENALTIES AND LIQUIDATED DAMAGES**

#### **A. Penalties**

1. In the event the CONTRACTOR is determined to have engaged in any proscribed conduct or otherwise is in default as to any applicable term, condition, or

requirement of this Agreement, at any time following the Effective Date of the Agreement, the CONTRACTOR agrees that, IPR may impose sanctions against the CONTRACTOR for any default in accordance with **Attachment C** and **Attachment E** and this Section. Refer to all required provisions set forth at 2 C.F.R. § 200.326 and 24 C.F.R. § 570.489(g), and the CDBG-DR Procurement Manual and Contract Requirements, Art. XII, Section 2(a.), as found in the CDBG-DR Website ([www.cdbg-dr.pr.gov](http://www.cdbg-dr.pr.gov)) which is herein included and made integral part of this Agreement, as it may be updated from time to time.

2. If the CONTRACTOR fails to comply with federal statutes, regulations or the terms and conditions of the Agreement, IPR may take one or more of the following actions:
  - i. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.
  - ii. Disallow all or part of the cost of the activity or action not in compliance.
  - iii. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. part 180.
  - iv. Withhold further Federal awards for the project or program.
  - v. Take other remedies that may be legally available.

#### **B. Liquidated damages**

The CONTRACTOR shall pay to IPR, as liquidated damages, \$\$\$ for each calendar day that any task deliverable required is late until deemed in compliance subject to a maximum of \$\$\$ established in this Contract between IPR and the CONTRACTOR, in accordance with **Attachments C** and **Attachment E**. Said sum, in view of the difficulty of accurately ascertaining the loss which IPR will suffer by reason of delay in the completion of the Work hereunder, is hereby fixed and agreed as the liquidated damages that IPR will suffer by reason of such delay. Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the IPR's right to indemnification, or the CONTRACTOR's obligation to indemnify the IPR pursuant to this Contract, or to any other remedy provided for in this Contract or by Law. Liquidated damages may be assessed at the sole discretion of IPR. For the purpose of applying and calculating such liquidated damages, a grace period of **ten (10) days** shall be observed. IPR may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages due to IPR per the formula above, the CONTRACTOR shall be liable to pay the difference.

#### **XIV. LIABILITY**

In no event, the IPR shall be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any person has been advised of the possibility of such damages. Third parties operating under this program, with their agency, will have their own general civil and criminal liability imposed by law towards the IPR, the CONTRACTOR and any citizen.

The CONTRACTOR shall carry the insurances as are required by law (if applicable), as set forth below. The CONTRACTOR shall furnish IPR certificates of insurance.



## **XV. INSURANCE**

### **A. Required Coverage**

The CONTRACTOR shall keep in force and effect for the period beginning from the execution of the Agreement and ending at the completion of all services to be provided hereunder, insurance policies in compliance with IPR's requirements as set forth in OSPA-78-5, attached hereto and made an integral part hereof as **Attachment F**.

Upon the execution of this Agreement, the CONTRACTOR shall furnish IPR with original and two (2) certified copies of the insurance policies described in **Attachment F** and any other evidence IPR may request as to the policies' full force and effect.

Any deductible amount, under any of the policies, will be assumed in whole by the CONTRACTOR for any and all losses, claims, expenses, suits, damages, costs, demands or liabilities, joint and several of whatever kind and nature arising from the Agreement resulting from this solicitation by and between the CONTRACTOR and IPR.

The IPR shall not be held responsible under any circumstances for payments of any nature regarding deductibles of any Commercial Liability Policies for the aforementioned Agreement.

### **B. Endorsements**

Each insurance policy maintained by the CONTRACTOR must be endorsed as follows:

1. IPR, PRDOH, Government of Puerto Rico, HUD and its officers, agents and employees are named as additional insured (except Worker's Compensation) but only with respect to liability arising out of tasks performed for such insured by or on behalf of the named insured.
2. To provide waiver of subrogation coverage for all insurance policies provided or herein in favor of IPR and its respective officers, agents and employees.
3. The insurer shall be required to give IPR written notice at least **thirty (30) days** in advance of any cancellation in any such policies.

The CONTRACTOR shall furnish to IPR, prior to commencement of the work, certificates of insurance from insurers with a rating by the A.M. Best Co. of B+ and five (5) or over on all policies, reflecting policies in force, and shall also provide certificates evidencing all renewals of such policies. Insurers shall retain an A.M. Best Co. rating of B+ and five (5) or over on all policies throughout the term of this Agreement and all policy periods required herein. The insurance company must be authorized to do business in Puerto Rico and be in good standing.

### **C. Related Requirements**

The CONTRACTOR shall furnish original Certificates of Insurance evidencing the required coverage to be in force on the Effective Date of Agreement. In the case of Payment and Performance Bond, Certificate of Authority, Power of Attorney and Power of Attorney License issued by the Commissioner of Insurance shall be furnished. THE REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO THE CONTRATOR COMMENCING WORK.

NO CONTRACTOR OR ITS AUTHORIZED REPRESENTATIVES ARE TO BEGIN THEIR RESPONSIBILITIES UNDER THE AGREEMENT PRIOR TO FULL COMPLIANCE WITH THIS REQUIREMENT AND NOTIFICATION FROM IPR TO PROCEED.

Renewal Certificates of Insurance or such similar evidence is to be received by the Contract Administration of the Procurement Department at IPR facilities prior to expiration of insurance coverage. At IPR's option, non-compliance will result in one or more of the following actions: (1) IPR will purchase insurance on behalf of the CONTRACTOR and will charge back all cost to the CONTRACTOR; (2) all payments due the CONTRACTOR will be held until the CONTRACTOR has complied with the Agreement; and/or (3) The CONTRACTOR will be assessed **Five Thousand Dollars (\$5,000.00) for every day of non-compliance.**

The receipt of any certificate does not constitute agreement by IPR that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of the Agreement. The insurance policies shall provide for **thirty (30) days** written notice to be given to IPR in the event coverage is substantially changed, cancelled or non-renewed.

The CONTRACTOR shall require all subcontractors or consultants to carry the insurance required herein or the CONTRACTOR, may provide the coverage for any or all of its subcontractors and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined above.

The CONTRACTOR expressly understands and agrees that whenever the CONTRACTOR is covered by other primary, excess, or excess contingent insurance that, any insurance or self-insurance program maintained by IPR shall apply in excess of and will not contribute with insurance provided by the CONTRACTOR under this Agreement.

#### **XVI. HOLD HARMLESS**

The CONTRACTOR and its affiliates, its successors and assignees will indemnify IPR from any damages and/or losses arising out of any breach of this Agreement by the CONTRACTOR or against personal injuries or property damage resulting from any act of negligence or omission by the CONTRACTOR and its affiliates in connection with this Agreement.

#### **XVII. FORCE MAJEURE**

In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, strike, labor dispute or unrest, embargo, war, insurrection or civil unrest, any *Force Majeure* including inclement weather, herein collectively referred to as *Force Majeure* during the term of this Agreement, neither the IPR nor the CONTRACTOR shall be liable to the other party for nonperformance during the conditions created by such event.

The CONTRACTOR shall notify, as soon as possible, To IPR of the occurrence of the *Force Majeure* event and describe in reasonable detail, the nature of the *Force Majeure* event.

#### **XVIII. CONFLICTS OF INTEREST**

The CONTRACTOR shall comply with the ethics requirements set forth herein and warrant that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which

the nature of the work under a IPR contract and CONTRACTOR'S organizational, financial, contractual or other interest are such that:

- a) Award of the Agreement may result in an unfair competitive advantage; or
- b) The CONTRACTOR's objectivity in performing the contract work may be impaired.

The CONTRACTOR agrees that if after award he or she discovers an organizational conflict of interest with respect to this Agreement, it shall make an immediate (within the next **seventy-two (72) hours**) and full disclosure in writing to the Contracting Officer, which shall include a description of the action, which the CONTRACTOR has taken or intends to take to eliminate or neutralize the conflict. The CONTRACTOR will disclose the details of any existing or future contract to provide services to third parties participating or for the purpose to participate in disaster recovery programs or projects in Puerto Rico. IPR may, however, terminate the Agreement for the convenience of IPR if it would be in its best interest.

In the event the CONTRACTOR was aware of an organizational conflict of interest before the award of this Agreement and did not disclose the conflict to the Contracting Officer, IPR may terminate the Agreement for default.

The provisions of this clause shall be included in all subcontracts and/or consulting agreements wherein the work to be performed is similar to the services provided by the CONTRACTOR. The CONTRACTOR shall include in such subcontracts and consulting agreements any necessary provision to eliminate or neutralize conflicts of interest.

#### **XIX. INDEPENDENT CONTRACTOR**

The relationship of the CONTRACTOR to IPR shall be that of an independent CONTRACTOR rendering professional services. Neither the CONTRACTOR nor any personnel of the CONTRACTOR shall have any authority to execute contracts or make commitments on behalf of IPR. Nothing contained herein shall be deemed to create the relationship of employer/employee, principal/agent, joint venture or partner between the CONTRACTOR and IPR. Further, the CONTRACTOR recognizes that in view of its status as an independent CONTRACTOR, neither it nor its employees or subcontractors will be entitled to participate in or receive any fringe benefits normally granted to PRDOH or IPR employees under such programs, including, but not limited to, worker's compensation, voluntary disability, travel accident insurance, medical/dental insurance, life insurance, long-term disability, holiday pay, sick pay, salary continuation pay, leaves of absence (paid or unpaid), pension plan and savings plan.

The CONTRACTOR shall have exclusive control over its employees and subcontractors (and the CONTRACTOR's employees and subcontractors are herein, collectively, referred to as the "CONTRACTOR Personnel"), its labor and employee relations and its policies relating to wages, hours, working conditions and other employment conditions. The CONTRACTOR has the exclusive right to hire, transfer, suspend, lay off, recall, promote, discipline, discharge and adjust grievances with its CONTRACTOR Personnel. The CONTRACTOR is solely responsible for all salaries and other compensation of its CONTRACTOR Personnel who provide Services.

The CONTRACTOR is solely responsible for making all deductions and withholdings from its employees' salaries and other compensation and paying all contributions, taxes and assessments, including union payments. The CONTRACTOR shall be responsible for and shall defend, indemnify and hold harmless IPR, and its agents, officers, directors,

employees, representatives, CONTRACTOR's, successors and assigns against all costs, expenses and liabilities, including without limitation reasonably prudent attorneys' fees relative to the situation, in connection with the CONTRACTOR's employment and/or hiring of any CONTRACTOR Personnel providing any of the Services, including without limitation: (i) payment when due of wages and benefits, (ii) withholding of all payroll taxes, including but not limited to, unemployment insurance, workers' compensation, FICA and FUTA, (iii) compliance with the Immigration Reform Control Act, and (iv) compliance with any other applicable laws relating to employment of any CONTRACTOR Personnel of, and/or hiring by, CONTRACTOR in connection with the Services.

**XX. NOTICES**

All notices required or permitted to be given under the Agreement shall be in writing, and shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, to the address as follows:

To: IPR  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To: CONTRACTOR  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**XXI. THIRD PARTIES**

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action of a third party against either IPR or the CONTRACTOR.

**XXII. SUBCONTRACTS**

**A. General:** The CONTRACTOR may not carry out subcontracting without first having the written authorization of PRDOH and IPR. All subcontracts shall contain the applicable provisions described in **Attachment G** (HUD General Provisions), as well as applicable provisions set forth in 2 C.F.R. § 200.101. IPR shall review subcontracts as part of the compliance, monitoring, and oversight process performed by IPR or upon request.

- B. Specific Requirements:** All subcontracts shall contain provisions specifying:
- i. That the work performed by the subcontractor be in accordance with the applicable terms of this Agreement between IPR and CONTRACTOR;
  - ii. That nothing contained in such subcontract agreement shall impair the rights of IPR or PRDOH;
  - iii. That nothing contained herein, or under this Agreement will create any contractual relation between the subcontractor and the PRDOH;
  - iv. That the subcontractor specifically agrees to be bound by the confidentiality provision regarding Personal Identifiable Information set forth in this Agreement;

- v. That CONTRACTOR will be responsible for ensuring all subcontract work is performed consistent with federal and state regulations and/or policies to be eligible for reimbursement of the approved work; and
- vi. All Federal flow down provisions are included in the subcontract agreement per Federal guidelines.

**C. Monitoring:** CONTRACTOR shall diligently monitor all subcontracted services. If CONTRACTOR discovers any areas of noncompliance, CONTRACTOR shall provide IPR summarized written reports supported with documented evidence of corrective action. Likewise, IPR as Subrecipient to PRDOH, will monitor all contracted services on a regular basis to assure contract compliance, and that results of monitoring efforts will be summarized in written reports to PRDOH and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

**D. Content:** CONTRACTOR shall cause all the applicable provisions of this Agreement to be included in, and made a part of, any subcontract executed in the performance of this Agreement. Likewise, IPR as Subrecipient will cause all of the provisions of the SRA in its entirety to be included in and made a part of this agreement.

**E. Notification:** CONTRACTOR shall notify and provide a copy of any and all subcontracts related to this Agreement and CDBG-DR funds to the Contract Administration Area at IPR facilities and the PRDOH CDBG-DR Legal Division within **three (3) days** of its execution.

### **XXIII. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS**

Given that the Agreement involves funds for which HUD is the oversight agency, the CONTRACTOR agrees to carry out its obligations under this Agreement in compliance with all the requirements described in **Attachment G** (HUD General Provisions).

### **XXIV. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, & EXECUTIVE ORDERS**

The CONTRACTOR acknowledges that HUD financial assistance will be used to fund the Agreement only. Also, the CONTRACTOR shall comply with all applicable Federal, state and local laws, rules, regulations, and policies relating to CDBG-DR and CDBG Program services. This includes without limitation, applicable Federal Registers; 2 C.F.R. part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Community Development Act of 1974; 24 C.F.R. part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. § 35, 24 C.F.R. part 58, 24 C.F.R. part 135; National Historic Preservation Act, and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards, and the environment; and Action Plan amendments and HUD's guidance on the funds. Also, CONTRACTOR shall comply, without limitation, those set forth in **Attachment G**.

### **XXV. CDBG-DR POLICIES AND PROCEDURES**

In addition to what is established in this Agreement, the CONTRACTOR shall comply with all CDBG-DR program specific and general policies and procedures, including, but not limited to, the Contract and Subrecipient Agreement Manual, OS&H Guideline, MWBE Policy, Procurement Manual and Contractual Requirements, URA & ADP Guidelines, Cross Cutting Guidelines, AFWAM Policy, Section 3 Policy, Personally Identifiable Information, Confidentiality, and Nondisclosure Policy and Conflict of Interest and

Standards of Conduct Policy, as found in the CDBG-DR Website ([www.cdbg-dr.pr.gov](http://www.cdbg-dr.pr.gov)), which are herein included and made integral part of this Agreement, as they may be updated from time to time, and reporting requirements as established by the PRDOH.

In addition, CONTRACTOR shall comply with the follow:

- A. That the work performed by the contractor be in accordance with the applicable terms of this Agreement between IPR and CONTRACTOR;
- B. That nothing contained in this agreement shall impair the rights of IPR or PRDOH;
- C. That nothing contained herein, or under this Agreement will create any contractual relation between the subcontractor and the PRDOH;
- D. That the contractor specifically agrees to be bound by the confidentiality provision regarding Personal Identifiable Information set forth in this Agreement;
- E. That CONTRACTOR will be responsible for ensuring all work is performed consistent with federal and state regulations and/or policies to be eligible for reimbursement of the approved work; and
- F. All Federal flow down provisions are included in this contract agreement per Federal guidelines.
- G. The applicable provisions set forth in 2 C.F.R. § 200.101.

**XXVI. SECTION 3 CLAUSE**

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. 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.

- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. 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 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. 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 (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and sub contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- G. The Contractor agrees to submit, and shall cause its subcontractors to submit, quarterly reports to IPR and PRDOH detailing the number of new employees hired, the number of new Section 3 employees hired, and any affirmative efforts made to direct hiring efforts to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing during the previous quarter.
- H. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

#### **XXVII. DRUG FREE WORKPLACE**

The CONTRACTOR should establish procedures and policies to promote a Drug-Free workplace. Further, the CONTRACTOR should notify all employees of its policy for maintaining a Drug-Free workplace, and the penalties that may be imposed for drug abuse violations occurring in the workplace. Further, the CONTRACTOR shall notify the IPR if any of its employees is convicted of a criminal drug offense in the workplace no later than **ten (10) days** after such conviction.

#### **XXVIII.SUSPENSION AND DEBARMENT**

- A. -This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 2424. 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).
- B. -The CONTRACTOR must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C.-This certification is a material representation of fact relied upon by IPR. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, in addition to remedies available to IPR, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D.-The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, while this Agreement is valid. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **XXIX. NO OBLIGATION BY THE FEDERAL GOVERNMENT**

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

#### **XXX. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The CONTRACTOR acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this Agreement.

#### **XXXI. BANKRUPTCY**

In the event that CONTRACTOR files for bankruptcy protection, the Government of Puerto Rico and IPR may deem this Agreement null and void, and terminate this Agreement without notice.

#### **XXXII. ENTIRE AGREEMENT**

This Agreement and all its attachments represent the entire and integrated agreement between IPR and the CONTRACTOR and supersede all prior negotiations, representations, agreements and/or understandings of any kind. This Agreement may be amended only by written document signed by both IPR and the CONTRACTOR.

#### **XXXIII. MODIFICATION OF AGREEMENT**

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if written and signed by both parties, and its authorized representatives. Those amendments shall make specific reference to this Agreement, comply with programmatic policies, procedures, and guidelines. Such amendments shall not invalidate this Agreement, nor relieve or release the Parties from their obligations under this Agreement.

However, IPR reserves the right to notify in writing to CONTRACTOR any applicable policies, procedures, regulations, requirements, guidelines, or change in law, whether existing or to be established, as well as changes and/or amendments thereof, and the notified policies, procedures, regulations, requirements, guidelines and laws shall be deemed incorporated by reference to this Agreement without the need of executing a separate written and signed amendment.



#### **XXXIV. BINDING EFFECT**

This Agreement shall be binding upon and shall inure to the benefit of IPR and the CONTRACTOR, their successors and assigns.

The CONTRACTOR shall not assign this Agreement, in whole or in part, without the prior written consent of IPR, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.

#### **XXXV. ASSIGNMENT OF RIGHTS**

The rights of each party hereunder are personal to that party and may not be assigned or otherwise transferred to any other person, contractor, corporation, or other entity without the prior, express, and written consent of the other party.

#### **XXXVI. NON-WAIVER**

The failure or delay of either party to insist upon the performance of and/or the compliance with any of the terms and conditions of this Agreement shall not be construed as a waiver of such terms and conditions or the right to enforce compliance with such terms and conditions.

#### **XXXVII. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Agreement or if a conflict occurs between this Agreement and any Attachment, Appendix, Exhibit, or Schedule, unless otherwise specifically stated in those documents, the order of precedence shall be: Federal laws, regulations, and policies applicable to this Agreement, this Contract and the HUD General Provisions (Attachment G), the Scope of Work (Attachment C), the Compensation Schedule (Attachment D), and lastly, the CONTRACTOR's proposal (Attachment B).

#### **XXXVIII. GOVERNING LAW JURISDICTION**

This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the Government of Puerto Rico and any applicable federal laws and regulations. The parties further agree to assert any claims or causes of action that may arise out of this Agreement in the Puerto Rico Court of First Instance, Superior Court of San Juan, Puerto Rico.

#### **XXXIX. CONSOLIDATIONS, MERGERS, OR DISSOLUTIONS**

In the event that participating entities are consolidated or merged with another entity or agency, CONTRACTOR will notify IPR of such action within a **fifteen (15) day** period of being notified of it. IPR will have **fifteen (15) days** to state its position. With IPR's written approval, CONTRACTOR must ensure that the resulting entity becomes responsible for CONTRACTOR's tasks under this legal agreement. A timeframe of no more than **fifteen (15) days** from the date that any merger or consolidation becomes effective will be provided to make amendments or transitory changes, so that the tasks assigned to personnel at CONTRACTOR under this Agreement are carried out by the resulting entity with little or no lapse in performance objectives and the ability to fulfill the scope of work for the program as outlined provide notice to any other agency or entity it may consider consolidating or merging with in advance, to advise and provide orientation on CONTRACTOR's duties under this Agreement and make the survival or transfer of those in

**Attachments D and E.** CONTRACTOR is to tasks a condition to any merger, consolidation, or dissolution involving CONTRACTOR during the time span of this Agreement.

#### **XL. HEADINGS**

The titles to the paragraphs of this Agreement 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 Agreement.

#### **XLI. FEDERAL FUNDING**

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

#### **XLII. RECAPTURE OF FUNDS**

IPR may recapture payments it makes to CONTRACTOR that (i) exceed the maximum allowable rates; (ii) are not allowed under applicable laws, rules, or regulations; or (iii) are otherwise inconsistent with this Agreement, including any unapproved expenditures. CONTRACTOR must refund such recaptured payments within **thirty (30) days** after the IPR issues notice of recapture to CONTRACTOR.

#### **XLIII. OVERPAYMENT**

CONTRACTOR shall be liable to IPR for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement. CONTRACTOR shall reimburse such disallowed costs from funds other than those CONTRACTOR received under this Agreement.

#### **XLIV. SEVERABILITY**

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

#### **XLV. COUNTERPARTS**

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

#### **XLVI.SURVIVAL OF TERMS AND CONDITIONS**

The terms and conditions of this Agreement related to the following subjects shall survive the termination or expiration of this Agreement: interpretive provisions; consideration; warranties; general affirmations, federal assurances, federal and state certifications; CDBG-DR and state funding, recapture of CDBG-DR and/or state funds, overpayment of CDBG-DR and/or state funds; ownership and intellectual property, copyright; records retention methods and time requirements; inspection, monitoring and audit;

confidentiality; public records; indemnification and liability; infringement of intellectual property rights; independent CONTRACTOR relationship; compliance with laws; notices; choice of law and venue; severability; dispute resolution; consolidations, merger 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 Agreement shall so survive.

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

Invest Puerto Rico Inc.

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
DUNS No. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Tax ID. No. \_\_\_\_\_  
DUNS No. \_\_\_\_\_





# Form for Submission of Inquiries

CDBG-DR-RFP-2021-02

Inquiry Form No. [ ]

Business Marketing Activities Implementation Services

Submit additional sheets of this Form for Submission of Inquiries if more than 10 questions are to be submitted

Proposer:

Date:

No. Question	RFP Section or Document	RFP or Document Page No.
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		



**OSPA**  
**Request for Proposals (RFP)**  
**Business Marketing Activities Implementation Services**  
**Community Development Block Grant – Disaster Recovery**  
 Puerto Rico Department of Housing  
 Secretary for Legal Affairs  
 Insurance Section

**SPECIAL INSURANCE AND BONDING SPECIFICATIONS  
 FOR PROFESSIONAL SERVICES**

**LICITATION NUMBER -**

A. The successful bidder before commencing work or receiving a written notice to proceed with, or being allowed to start to work, must submit to the **Department of Housing / Invest Puerto Rico, Inc.**, two (2) certified copies of the hereafter mentioned insurance policies and/or bonds, thus including all endorsements and agreements required under the special contractual conditions as per the following:

**1. ( ) State Insurance Fund Workmen’s Compensation Insurance Policy**

In accordance with the Workmen’s Compensation Act No. 45, to facilitate its acquisition, the **Department of Housing** shall provide a letter to the successful bidder addressed to the State Insurance Fund.

**2. (X) Commercial General Liability (Broad Form) including the following insurance coverage**

COVERAGE	LIMIT
<b>I. Commercial General Liability:</b>	\$1,000,000.00
• General Aggregate	\$2,000,000.00
• Products & Complete Operations	\$1,000,000.00
• Personal Injury & Advertising	\$1,000,000.00
• Each Occurrence	\$1,000,000.00
• Fire Damage	\$100,000.00 (Any one Fire)
• Medical Expense	\$10,000.00 (Any one person)
<b>II. Employer’s Liability Stop Gap:</b>	
• Bodily Injury by Accident Each Employee Each Accident	\$1,000,000.00 \$1,000,000.00
• Bodily Injury by Disease	\$1,000,000.00

COVERAGE	LIMIT
Each Employee Each Accident	\$1,000,000.00

**3. (X) Crime Insurance**

COVERAGE REQUIRED	
<b>III. Employee Dishonesty:</b>	
	<ul style="list-style-type: none"> <li>• Limit - \$250,000 Per Occurrence</li> <li>• Deductible \$2,500 Per Occurrence</li> </ul>
<b>IV. Forgery &amp; Alteration Form:</b>	
	<ul style="list-style-type: none"> <li>• Limit - \$250,000 Per Occurrence</li> <li>• Deductible \$2,500 Per Occurrence</li> </ul>
<b>V. Theft, Disappearance &amp; Destruction (Inside/Outside):</b>	
	<ul style="list-style-type: none"> <li>• Limit \$100,000 Per Occurrence</li> <li>• Deductible \$1,000 Per Occurrence</li> </ul>
<b>VI. Computer Fraud:</b>	
	<ul style="list-style-type: none"> <li>• Limit \$100,000 Per Occurrence</li> <li>• Deductible \$1,000 Per Occurrence</li> </ul>

**4. (X) Comprehensive Automobile Liability Form including the following insurance coverages**

LIMIT
<ul style="list-style-type: none"> <li>• Auto Liability - \$1,000,000.00</li> <li>• Physical Damages - \$1,000,000.00</li> <li>• Medical Payments - \$10,000.00</li> </ul>
<b>The Commercial Auto cover must be applied to the following symbols:</b>
<ul style="list-style-type: none"> <li>• Liability Coverage -1</li> <li>• Physical Damages – 2 and 8</li> <li>• Hired – Borrowed Auto - 8</li> <li>• Non-Owned Auto Liability - 9</li> </ul>

5. (X) **Professional Marketing Liability**

(X) A. Risk, interest, location and limits

(X) A.1 Description of work to be done

(X) A.2 Limit:

(X) each occurrence	\$1,000,000
(X) aggregate	\$5,000,000
(X) deductible	\$5,000.00

(X) A.3 Certification that the insurance contract has been given as surplus lines coverage under the Commonwealth Insurance Code, when applicable.

6. (X) **Umbrella**

Limit - \$2,000,000.00

7. (X) **Cyber Liability**

Limit - \$1,000,000.00

8. (X) The policies to be obtained must contain the following endorsements including as additional insured the ***Invest Puerto Rico, Inc., Department of Housing, U.S. Department of Housing and Urban Development (HUD)***, and the ***Government of Puerto Rico***.

- (X) a. Breach of warranty
- (X) b. Waiver and / or Release of Subrogation
- (X) c. Additional Insured Clause
- (X) d. Hold Harmless Agreement
- (X) e. 30 Days Cancellation Clause

9. (X) The insurance carrier or carriers which will present said certificates of insurance must have at least a B+ rating according to the Best Rating Guide.

**B. IMPORTANT NOTICE TO INSURANCE AND SURETY COMPANIES AND THEIR REPRESENTATIVES**

All insurance companies and all guarantors who issue policies or bonds under our special contractual conditions are subject to:

1. Be authorized to do business within the Commonwealth of Puerto Rico and have the corresponding license issued by the Commissioner of Insurance.

2. To be enjoying a good economic situation and to be classified under the Category of B+ by the "Best Rating Guide".
3. Submit to the **Department of Housing / Invest Puerto Rico, Inc.** a written certification as evidence of full payment of premiums by the Contractor. Mention each risk coverage premium separately.
4. Avoid sub-contractual obligations of premium financing or any other kind, which may be detrimental to the public interest.
5. Avoid any request for cancellation by the contractor prior to the expiration date of the policy, without the consent of the Insurance Section of the **Department of Housing / Invest Puerto Rico, Inc.** Discuss any refund of unearned premium.
6. Follow all Federal Bail and Acceptance Insurance Regulations, when applicable.
7. Indicate in the appropriate place of all insurance policies and/or bonds, the full description of the project, work or service to be rendered.
8. Not to make any amendments to insurance policies and bonds issued under the special conditions mentioned above, unless approved by the Insurance Section of the Department of Housing.
9. To ensure that all insurance policies or bonds are issued to comply with all of our special insurance conditions with respect to the period of coverage, type of risk coverage, as well as all limits, as specified, and also to eliminate those exclusions in accordance with our request.
10. Clarify any questions regarding insurance requirements by any means of communication with the Insurance Section of the Department of Housing under the Secretary for Legal Affairs.

**C. EVIDENCE OF INSURANCE COVERAGE OF EACH SUBCONTRACTOR TO BE SUBMITTED BY THE SUCCESSFUL BIDDER AS THE PRIME CONTRACTOR:**

The successful bidder, as the prime contractor, has the duty to require each of the subcontractors or subcontractors to maintain in force all insurance policies and/or bonds necessary to cover their individual participation in the risk or risks related to the subcontracted work or service to be rendered.

Therefore, we emphasize that prior to commencing work or receiving written notice to proceed with such work or being authorized to commence work, the successful prime contractor has the responsibility to provide the **Department**



**of Housing / Invest Puerto Rico, Inc** with evidence to the effect that all insurance and/or bonds required under the special conditions or required under the sub-contract to each of the sub-contractors or sub-sub-contractors are current and duly approved by the Insurance Section of the **Department of Housing / Invest Puerto Rico, Inc.**

All insurance policies shall remain in effect for the entire contractual period, so that with any order of change and/or amendment resulting in alteration of the original project completion date or total original cost, the prime contractor shall take the necessary steps to request the insurer to include such changes in all related insurance policies and/or bonds and to submit evidence by appropriate endorsements with effective dates. Cancellations without consent are not accepted.

The **Department of Housing / Invest Puerto Rico, Inc** reserves the right to stop any work or service under contract until the breach of these requirements has been remedied, so that any delay in the performance of the contract based on any breach of the insurance coverage requirements shall be deemed the sole responsibility of the Main Contractor.

**D. CONFLICT OR DIFFERENCE BETWEEN THE SPECIFICATIONS OF THE TENDERING, PROCEDURE AND SPECIAL INSURANCE CONDITIONS AND BONDS, FORM DV-OSPA-78-5**

In the event of any conflict or difference in the description of coverage or in amounts or limits, etc., with respect to insurance requirements, the "*Special Conditions of Insurance and Bonds*" as set forth in this **Form (DV-OSPA-78-5)** shall prevail over any other insurance specifications.

**E. CERTIFICATE OF INSURANCE SECTION**

We hereby certify, to our best knowledge and understanding, that we have prepared the aforementioned "*Insurance and Bonds Special Conditions*" after a proper evaluation of the related risks, based on the information of the nature of the project and description submitted to us, as requested by the Contracting Program through a written application.

**DESCRIPTION OF THE SERVICES:**

**Business Marketing Activities Implementation Services**

October 9, 2020

Date

*Arlyn Rodríguez Fuentes*

Arlyn Rodríguez Fuentes  
Insurance Section  
Secretary for Legal Affairs



**EXHIBIT A-1**  
**MANDATORY REQUIREMENTS PROPOSAL CHECKLIST**  
 Request for Proposals  
 Business Marketing Activities Implementation Services  
 Community Development Block Grant – Disaster Recovery  
 CDBG-DR-RFP-2021-02

Submitted Proposals shall incorporate the following documents in the order provided. The forms included as part of the RFP must be completed and incorporated as part of the Proposal. PRDOH reserves the right to reject any Proposal that does not fully satisfy these requirements. Proposer shall mark their initials in the space provided below to indicate compliance with the Checklist's requirements.

Initials	Document Description
	Company Cover Page
	One (1) electronic copy of the Proposal One (1) redacted copy of the Proposal (if applicable)
	<b>Exhibit A-1:</b> Mandatory Requirements Proposal Checklist
	<b>Organizational Documents:</b> Include all documents that demonstrate that the Proposer is properly organized and/or registered in compliance with the laws of its place of incorporation and that the Proposer is in "good standing". Such documents may include (but are not limited to) Certificates of Incorporation, Partnership Agreements, Joint Venture Agreements, and Certificates of Good Standing.
	<b>Financial Requirements:</b> Year-end Financial Statements
	<b>Financial Requirements:</b> Interim Financial Statement
	<b>Financial Requirements:</b> Line of credit, available cash balances, or a combination thereof required of \$230,232
	<b>Financial Requirements:</b> Pending Litigation Sworn Statement, duly completed and notarized, dated not later than sixty (60) days before the Proposal submission date
	<b>Financial Requirements:</b> No Bankruptcy Sworn Statement, duly completed and notarized, dated not later than sixty (60) days before the Proposal submission date
	<b>Financial Requirements:</b> Principals, Stockholders, Partners, or Members Information, if applicable
	<b>Exhibit D:</b> Non-Conflict of Interest Certification

<b>Initials</b>	<b>Document Description</b>
	<b>Exhibit E:</b> Non-Conflict of Interest on Existing or Pending Contracts Certification
	<b>Exhibit F:</b> Limited Denial of Participation (LDP)/Suspension or Debarment Status Affidavit
	<b>Exhibit G:</b> Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
	<b>Exhibit H:</b> Non-Collusive Affidavit
	<b>Exhibit I:</b> Sworn Statement Under Act 2-2018
	<b>Exhibit J:</b> Anti-Lobbying Certification
	<b>Exhibit K:</b> Authorization for Background and/or Financial Information
	<b>Exhibit M:</b> Proposer Prior Performance Certification
	<b>Exhibit N:</b> Certifications and Representations of Offerors (Non-Construction Contracts)

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Proposer's Printed Name



**EXHIBIT A-2**  
**QUALIFICATIONS AND WORK APPROACH PROPOSAL CHECKLIST**  
 Request for Proposals  
 Business Marketing Activities Implementation Services  
 Community Development Block Grant – Disaster Recovery  
 CDBG-DR-RFP-2021-02

Submitted Proposals shall incorporate the following documents in the order provided. The forms included as part of the RFP must be completed and incorporated as part of the Proposal. PRDOH reserves the right to reject any Proposal that does not fully satisfy these requirements. Proposer shall mark their initials in the space provided below to indicate compliance with the Checklist's requirements. **If applicable, the Proposer shall submit for First-Tier Subcontractors, those items indicated as applicable with a checkmark below.**

Company Submitting is:

- Proposer
- First-Tier Subcontractor

Initials	First-Tier Sub. Applicability	Document Description
		Company Cover Page
		One (1) electronic copy of the Proposal One (1) redacted copy of the Proposal (if applicable)
	✓	<b>Exhibit A-2:</b> Qualifications and Work Approach Proposal Checklist
	✓	<b>Profile:</b> Company profile establishing the experience, past performance, and qualifications of the firm for the services rendered in this RFP. If the entity responding to this RFP was recently created, the profile shall set forth the experience, expertise, and qualifications of each of the members within the entity.
	✓	<b>Exhibit C:</b> Statement of Qualifications duly completed, initialized, signed and with corporate seal, as applicable.
		<b>Organizational Chart:</b> The organizational chart must show the corporate structure and lines of responsibility and authority in the performance of the services rendered in this RFP.
		<b>Exhibit B:</b> List of Comparable Projects duly completed and initialized.

Initials	First-Tier Sub. Applicability	Document Description
		<p><b>Key Staff Résumé and Professional Information</b></p> <ul style="list-style-type: none"> <li>- Managing Director</li> <li>- Account Manager</li> <li>- Creative Director</li> <li>- Media Strategist</li> <li>- Media Buyer</li> <li>- Graphic Designer</li> </ul>
		<p><b>Exhibit L: Reference Information (Min. Qty. 3)</b>  <i>(Include, as a minimum, 3 different Exhibits. One for each reference provided.)</i></p>
		<p><b>Work Approach including the requirements listed in Section 6.3 of the RFP Instructions</b>  <i>(The Work Approach responses shall not exceed <b>ten (10)</b> pages)</i></p>
		<p><b>Plan for Compliance with Section 3 Requirements</b>  <i>(Optional to obtain up to five (5) bonus points in the evaluation of the Proposal)</i></p>
		<p><b>Preference of 5 points Section 3 Business Concern</b>  <i>(Optional to obtain a five (5) points bonus in the evaluation of the Proposal)</i></p>
	✓	First-Tier Subcontractor Information (if applicable)

\_\_\_\_\_  
 Proposer's Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Proposer's Printed Name



**EXHIBIT A-3**  
**COST PROPOSAL CHECKLIST**  
 Request for Proposals  
 Business Marketing Activities Implementation Services  
 Community Development Block Grant – Disaster Recovery  
 CDBG-DR-RFP-2021-02

Submitted Proposals shall incorporate the following documents in the order provided. The forms included as part of the RFP must be completed and incorporated as part of the Proposal. PRDOH reserves the right to reject any Proposal that does not fully satisfy these requirements. Proposer shall mark their initials in the space provided below to indicate compliance with the Checklist's requirements.

Initials	Document Description
	Company Cover Page
	One (1) electronic copy of the Proposal One (1) redacted copy of the Proposal (if applicable)
	<b>Exhibit A-3:</b> Cost Proposal Checklist
	<b>Exhibit O:</b> Cost Form

\_\_\_\_\_  
 Proposer's Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Proposer's Printed Name



**EXHIBIT B**  
**LIST OF COMPARABLE PROJECTS**  
Request for Proposals  
Business Marketing Activities Implementation Services  
Community Development Block Grant – Disaster Recovery  
CDBG-DR-RFP-2021-02

**1. Proposer Data:**

1.1. Proposer's Identification:

\_\_\_\_\_  
*(Proposer's Legal Name)*

\_\_\_\_\_  
*(Year of Establishment)*

\_\_\_\_\_  
*(Tax ID)*

*[Remainder of the Page Left Blank Intentionally]*

*[Proceed to Next Page for the Comparable Project Table]*

Proposer's Initials: \_\_\_\_\_

**2. List of Comparable Projects:**

**Comparable Projects:** Proposer is to provide at least three (3) contract managed during the last ten (10) years; which budget sums reach a minimum of \$2,000,000.00, in which the Proposer or any of its Team Members and/or any Subcontractor/s has provided similar services to the Scope herein required under any contract or SOW.

ID	Client Name	Description of the services provided, include any similar services to the herein required	Contract Term (In Months)	Contract Amount	Contact Person	Contact Person Phone Number
1						
2						
3						



Proposer's Initials: \_\_\_\_\_

**2. List of Comparable Projects:**

**Comparable Projects:** Proposer is to provide at least three (3) contract managed during the last ten (10) years; which budget sums reach a minimum of \$2,000,000.00, in which the Proposer or any of its Team Members and/or any Subcontractor/s has provided similar services to the Scope herein required under any contract or SOW.

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ID	Client Name	Description of the services provided, include any similar services to the herein required	Contract Term (In Months)	Contract Amount	Contact Person	Contact Person Phone Number
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4

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5

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EXHIBIT C
STATEMENT OF QUALIFICATIONS
Request for Proposals
Business Marketing Activities Implementation Services
Community Development Block Grant - Disaster Recovery
CDBG-DR-RFP-2021-02

Each Proposer, Team Member, and First-Tier Subcontractor, if applicable, shall submit a completed Statement of Qualifications Form. For Team Members and First-Tier Subcontractors, only those items not explicitly identified as "Not Applicable to Team Member and First-Tier Subcontractors" shall be completed. Proposer must complete all items.

1. Entity Data:

1.1. Proposer's, Team Members and/or First-Tier Subcontractor's Identification:

Form fields for 1.1: (Legal Name), (Year of Establishment), (Tax ID), (D-U-N-S Number), and checkboxes for Proposer, Team Member, and First-Tier Subcontractor.

1.2. The following named person is hereby authorized to bind the Entity in matters related to the Contract:

Form fields for 1.2: (Name), (Position)

1.3. Physical Address:

Form fields for 1.3: (Address Line 1), (Address Line 2), (City), (State), (Zip Code)

1.4. Mailing Address:

Form fields for 1.4: (Address Line 1), (Address Line 2), (City), (State), (Zip Code)

1.5. Contact Information:

Form fields for 1.5: (Telephone Number), (Facsimile Number), (Email Address)

1.6. The Entity is a(n):

Form fields for 1.6: Checkboxes for Individual, Partnership, Other (Specify), Corporation, Joint Venture

1.7. If a corporation, indicate all that apply:

Form fields for 1.7: Checkboxes for Publicly Held, Privately Held, Subsidiary

1.8. **Officers and Directors:** Detail the names, telephone numbers, and email addresses of the officers, directors, members, and any partners of the Proposer.

Name	Telephone	Email	Officer	Director	Member	Partner
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**2. Capacity to Provide Services:**

2.1. **Brief History of the Firm:** Attach to this Statement of Qualifications the Proposer’s company profile establishing experience, past performance and qualifications of the firm to render the services required in the RFP. See Tab \_\_\_\_\_

2.2. **Organizational Chart:** Attach to this Statement of Qualifications the Organizational Chart for the Services. (Not Applicable to Team Member and First-Tier Subcontractors) See Tab \_\_\_\_\_

2.3. Has the Proposer been involved in any criminal, civil, or administrative suits, actions, investigations, litigations, sanctions and/or administrative complaints or proceedings that were commenced, pending, settled, threatened, resolved, or concluded during the five (5) year period prior to the date of the Proposal Due Date?  
 No  Yes (See Attachment \_\_\_\_\_)

**If the answer to this question is “yes”, state for each such suit, action, investigation or proceeding the (a) date of the suit, action, investigation or proceeding (or time period involved); (b) the specific nature of the suit, action, investigation or proceeding; (c) the amount of funds involved, if any; (d) the names of the parties; (e) the names and complete addresses of the courts and law enforcement agencies involved; (f) the title and file number of the suit, action, investigation or proceeding; (g) the disposition or current status; and (h) any sentence, fine or other penalty imposed on additional sheets attached to this Statement of Qualifications. Also include an opinion from an attorney discussing whether the Proposer’s work will be impacted by the litigation.**

Proposer's Initials: \_\_\_\_\_

**3. Reputation and Managerial, Organization, and Technical Capabilities** (Not Applicable to Team Member and First-Tier Subcontractors)

3.1. **Key Team Members for the Engagement:** Provide the following information for all Key Team Members for the Project.

Position	Resource Name	Education	Years of Experience in the Profession	Résumé & Certifications
Managing Director				(See résumé in Tab ____)
Account Manager				(See résumé in Tab ____)
Creative Director				(See résumé in Tab ____)
Media Strategist				(See résumé in Tab ____)
Media Buyer				(See résumé in Tab ____)
Graphic Designer				(See résumé in Tab ____)

Proposer's Initials: \_\_\_\_\_

**4. Acknowledgement of Addenda** (Not Applicable to Team Member and First-Tier Subcontractors)

4.1. The Proposer hereby acknowledges the receipt of the following Addenda:

<b>Addendum No.</b>	<b>Date Issued</b>	<b>Addendum No.</b>	<b>Date Issued</b>

Proposer's Initials: \_\_\_\_\_

**5. Certification:**

The undersigned represents, warrants, and certifies on behalf of the Proposer that:

- a) The information contained in the Proposal is true and complete,
- b) The Proposal has been duly and properly authorized for submission by the Proposer, and
- c) In its preparation and development of the Proposal, the Proposer has not, directly or indirectly, solicited or received any advice, assistance, or information concerning the Proposal from any representative of PRDOH, or its agents or contractors, which was not equally available to other Proposers and which might contribute to an actual or potential competitive advantage for the Proposer.

In witness thereof, the Entity has executed this Statement of Qualifications this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**If Entity is an individual:**

\_\_\_\_\_  
*(Signature of Individual)*

\_\_\_\_\_  
*(Printed Name of Individual)*

\_\_\_\_\_  
*(Address Line 1)*

\_\_\_\_\_  
*(Address Line 2)*

\_\_\_\_\_  
*(City)*                      *(State)*                      *(Zip Code)*

**If Entity is a sole partnership or operates under a trade name:**

\_\_\_\_\_  
*(Printed Name of Firm)*

**By:** \_\_\_\_\_  
*(Authorized Representative's Signature)*

\_\_\_\_\_  
*(Printed Name of Authorized Representative)*

\_\_\_\_\_  
*(Address Line 1)*

\_\_\_\_\_  
*(Address Line 2)*

\_\_\_\_\_  
*(City)*                      *(State)*                      *(Zip Code)*

Proposer's Initials: \_\_\_\_\_

**If Entity is a partnership or joint venture:**

\_\_\_\_\_  
(Printed Name of Partnership or Joint Venture)

**By:**

\_\_\_\_\_  
(Signature of General Partner)

\_\_\_\_\_  
(Printed Name of General Partner)

\_\_\_\_\_  
(Address Line 1)

\_\_\_\_\_  
(Address Line 2)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

**If Entity is a corporation:**

\_\_\_\_\_  
(Printed Name of Corporation)

\_\_\_\_\_  
(Corporate Address Line 1)

\_\_\_\_\_  
(Corporate Address Line 2)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

**By:**

\_\_\_\_\_  
(Signature of Officer)

\_\_\_\_\_  
(Printed Name of Officer)

\_\_\_\_\_  
(Title of Officer)

**Attest:**

\_\_\_\_\_  
(Secretary)

**[CORPORATE SEAL]**

\_\_\_\_\_  
(Jurisdiction of Incorporation)



**EXHIBIT D**  
**NON-CONFLICT OF INTEREST CERTIFICATION**  
**CERTIFICACIÓN DE AUSENCIA DE CONFLICTO DE INTERÉS**

**Request for Proposals**  
**Business Marketing Activities Implementation Services**  
**Community Development Block Grant – Disaster Recovery**  
**CDBG-DR-RFP-2021-02**

I, \_\_\_\_\_, of legal age, of marital status (married/single), and a resident of \_\_\_\_\_, have been designated as the authorized representative of \_\_\_\_\_ ("the Proposer") for the **Business Marketing Activities Implementation Services / CDBG-DR-RFP-2021-02** procurement process ("Procurement Process"). In such regard, I hereby certify that:

Yo, \_\_\_\_\_, mayor de edad, de estado civil (casado(a)/soltero(a)), y residente de \_\_\_\_\_, he sido designado(a) como el/la representante autorizado(a) de \_\_\_\_\_ (el "Proponente"), para el proceso de adquisición **Business Marketing Activities Implementation Services / CDBG-DR-RFP-2021-02** ("Proceso de Adquisición"). En virtud de ello, certifico que:

1. No public official or employee of the Procuring Entity possesses any financial interest with any Proposer participating in this Procurement Process, and that likewise, has had no direct or indirect financial interest with these for the past four (4) years.

*[Ningún servidor público o empleado de la Entidad Adquirente tiene un interés pecuniario con alguno de los Proponentes que participan en este Proceso de Adquisición, ni lo han tenido -directa o indirectamente- en los últimos cuatro (4) años.]*

2. No public official or employee of the Procuring Entity has solicited or accepted, directly or indirectly, by means of any person or entity with interest in this Procurement Process, including the Proposer, any goods of any value -including, gifts, gratuities, contributions, services, donations, loans, and/or any other item of monetary value- for themselves and/or for any member of their immediate family, and/or relatives, and/or for any person, as a form of compensation for performing the duties and responsibilities of their position in connection with this Procurement Process.

*[Ningún servidor público o empleado de la Entidad Adquirente ha solicitado o aceptado, directa o indirectamente, por parte de cualquier persona o entidad con interés en este Proceso de Adquisición, incluyendo al Proponente, bienes de cualquier valor económico -incluyendo regalos, propinas, favores, servicios, donativos, préstamos y/o cualquier otra cosa de valor monetario- para sí y/o para algún miembro de su familia inmediata y/o familiares y/o para cualquier otra persona, como mecanismo de pago por llevar a cabo los deberes y responsabilidades de su posición relacionado a este Proceso de Adquisición.]*

3. No public official or employee of the Procuring Entity has solicited or accepted, directly or indirectly, by means of any person or entity with interest in this Procurement Process, including the Proposer, any goods of any value -including, gifts, gratuities, contributions, services, donations, loans, and/or any other item of monetary value- for themselves and/or for any member of their immediate family,



Proposer's Initials: \_\_\_\_\_

and/or relatives, and/or for any person, in exchange for their actions being an influence in the end result of this Procurement Process.

*[Ningún servidor público o empleado de la Entidad Adquirente ha solicitado o aceptado, directa o indirectamente, por parte de cualquier persona o entidad, incluyendo al Proponente, bienes de cualquier valor económico -incluyendo regalos, propinas, favores, servicios, donativos, préstamos y/o cualquier otra cosa de valor monetario- para sí y/o para algún miembro de su familia inmediata y/o familiares y/o para cualquier otra persona, a cambio de que su actuación influya el resultado final de este Proceso de Adquisición.]*

- 4. I do not have a kindred relationship within the fourth (4<sup>th</sup>) degree of consanguinity and/or second (2<sup>nd</sup>) degree of affinity with public official or employee of the Procuring Entity that participates or influences -or has the capacity to do so- in the institutional decisions of the Procuring Entity.

*[No tengo una relación de parentesco dentro del cuarto (4to) grado de consanguinidad y/o segundo (2do) de afinidad, con algún servidor público o empleado de la Entidad Adquirente que participe o inflencie -o tenga la capacidad para hacerlo- en las decisiones institucionales de la Entidad Adquiriente.]*

The Procuring Entity is highly committed to management excellence and promotes the effective use of the government resources to benefit the people of Puerto Rico. Thus, the Procuring Entity will support and comply with the provisions of Act 2-2018, known as the Anti-Corruption Code for the New Puerto Rico, as amended, including Title III, Code of Ethics for Contractors, Suppliers and Applicants for Economic Incentives of the Government of Puerto Rico.

*[La Entidad Adquirente está altamente comprometida con lograr una administración de excelencia y promover el uso efectivo de los recursos del gobierno en beneficio del pueblo de Puerto Rico. Por tanto, la Entidad Adquiriente está comprometida con apoyar y cumplir con la Ley 2-2018, conocida como el Código Anti Corrupción para el Nuevo Puerto Rico, según enmendada, incluyendo el Título III, Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos del Gobierno de Puerto Rico.]*

In light of the above, I, the Proposer's Authorized Representative, also certify that:  
*[En virtud de lo anterior, yo, el/la Representante Autorizado(a) del Proponente, certifico que también:]*

- 1. I agree to comply with the applicable provisions of Act 2-2018, known as the Anti-Corruption Code for the New Puerto Rico, as amended, including Title III, Code of Ethics for Contractors, Suppliers and Applicants for Economic Incentives of the Government of Puerto Rico and recognize that this is an essential requirement in order to execute transactions or to set up agreements with the Procuring Entity.

*[Tengo el compromiso de cumplir con las disposiciones aplicables de la Ley 2-2018, conocida como el Código Anti-Corrupción para el Nuevo Puerto Rico, según enmendada, incluyendo el Título III, Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos del Gobierno de Puerto Rico y reconocemos que esta aceptación es una condición esencial e indispensable para que se puedan efectuar transacciones o que se establezcan acuerdos con la Entidad Adquiriente.]*

\_\_\_\_\_  
Signature of Proposer's Authorized Representative  
*[Firma del/la Representante Autorizado(a) del Proponente]*

\_\_\_\_\_  
Date  
*[Fecha]*

\_\_\_\_\_  
Printed Name of Proposer's Authorized Representative  
*[Nombre en Letra de Molde del/la Representante Autorizado(a) del Proponente]*



**EXHIBIT E**  
**NON-CONFLICT OF INTEREST CERTIFICATION**  
**ON EXISTING OR PENDING CONTRACTS**  
**Request for Proposals**  
**Business Marketing Activities Implementation Services**  
**Community Development Block Grant – Disaster Recovery**  
**CDBG-DR-RFP-2021-02**

I, \_\_\_\_\_, of legal age, of marital status (married/single), and a resident of \_\_\_\_\_, have been designated as the authorized representative of \_\_\_\_\_ (“the Proposer”) for the **Business Marketing Activities Implementation Services/ CDBG-DR-RFP-2021-02** procurement process (“Procurement Process”). In such regard, I hereby certify that:

1. There are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest for the Proposer or its staff with respect to the Procurement Process with the Procuring Entity. Nonetheless, the Proposer recognizes that situations may arise that may appear to be, or are, conflicts -or potential conflicts- of interest. The term “potential conflict” means reasonably foreseeable conflict of interest.
2. The Proposer will disclose to the Procuring Entity any relevant information of an apparent, potential, or actual conflict of interest that may appear to exist regardless of their opinion that such information would not impair their objectivity.
3. As per 2 C.F.R. § 200.318(c)(1), a conflict of interest would arise when “the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract”. Therefore, I understand that conflicts of interests may arise in, but not limited to, the following situations:
  - a) **Unequal access to information.** A potential contractor, subcontractor, employee, or consultant has access to non-public information through its performance on a government contract for disaster recovery services in Puerto Rico.
  - b) **Biased ground rules.** A potential contractor, subcontractor, employee, or consultant has worked with a government contract or program with the basic structure or ground rules of another government contract for disaster recovery services in Puerto Rico.
  - c) **Impaired objectivity.** A potential contractor, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial interests, or others, that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility.
4. In the case in which the Proposer discloses to the Procuring Entity an apparent, potential, or actual conflict of interest, the Procuring Entity will take the appropriate measures to address the disclosure by taking the following actions, which include

Proposer's Initials: \_\_\_\_\_

but are not limited to, eliminating, mitigating or neutralizing the apparent, potential or actual conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the apparent, potential, or actual conflict.

5. If an apparent, potential, or actual conflict of interest is discovered by the Proposer after the Procurement Process concludes, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the Proposer has taken or proposes to take to avoid, mitigate, or neutralize the apparent, potential, or actual conflict of interest.
6. The Proposer has no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the contract or task order that may result from this Procurement Process that would create any apparent, actual, or potential conflict of interest (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage.
7. The Proposer has exercised, and will continue to exercise, due diligence in avoiding, identifying, removing or mitigating any apparent, potential or actual conflicts of interests to the Procuring Entity's satisfaction.

\_\_\_\_\_  
Signature of Proposer's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Proposer's Authorized Representative



**EXHIBIT F**  
**LIMITED DENIAL OF PARTICIPATION (LDP)/SUSPENSION OR DEBARMENT STATUS**  
**AFFIDAVIT**

**Request for Proposals**  
**Business Marketing Activities Implementation Services**  
**Community Development Block Grant – Disaster Recovery**  
**CDBG-DR-RFP-2021-02**

By signing this Certification, the Proposer certifies that the firm, business or person submitting the proposal has not been LDP, suspended, debarred or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or local government. Signing this Certification without disclosing all pertinent information about a debarment or suspension shall result in rejection of the proposal or cancellation of a contract. PRDOH also may exercise any other remedy available by law.

In \_\_\_\_\_, \_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ of 20\_\_\_\_.

\_\_\_\_\_  
(Name of Firm)

**By:** \_\_\_\_\_  
(Signature of Proposer)

\_\_\_\_\_  
(Printed Name of Proposer)

\_\_\_\_\_  
(Position)

Affidavit No. \_\_\_\_\_

Subscribed and sworn to before me in the city of \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ of legal age, \_\_\_\_\_ (civil status), \_\_\_\_\_ (occupation) and resident of \_\_\_\_\_, \_\_\_\_\_, in his/her capacity as \_\_\_\_\_ of Proposer, who I personally known or have identified by his/her \_\_\_\_\_.

\_\_\_\_\_  
Public Notary



**EXHIBIT G**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND**  
**VOLUNTARY EXCLUSION**

**Request for Proposals**  
**Business Marketing Activities Implementation Services**  
**Community Development Block Grant – Disaster Recovery**  
**CDBG-DR-RFP-2021-02**

The Proposer certifies, by submission of this Certification, that:

- (1) Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- (2) It will provide immediate written notice to whom this Certification is submitted if at any time the Proposer learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- (3) It shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated;
- (4) It will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions;
- (5) The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and
- (6) Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall attach an explanation to this Certification.

In \_\_\_\_\_, \_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ of 20\_\_\_\_.

\_\_\_\_\_  
(Name of Firm)

**By:** \_\_\_\_\_  
(Signature of Proposer)

\_\_\_\_\_  
(Printed Name of Proposer)

\_\_\_\_\_  
(Position)

**[OATH ON THE FOLLOWING PAGE]**

Proposer's Initials: \_\_\_\_\_

Affidavit No. \_\_\_\_\_

Subscribed and sworn to before me in the city of \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ of legal age, \_\_\_\_\_ (civil status), \_\_\_\_\_ (occupation) and resident of \_\_\_\_\_, \_\_\_\_\_, in his/her capacity as \_\_\_\_\_ of Proposer, who I personally known or have identified by his/her \_\_\_\_\_.

\_\_\_\_\_  
Public Notary



**EXHIBIT H**  
**NON-COLLUSIVE AFFIDAVIT**  
**Request for Proposals**  
**Business Marketing Activities Implementation Services**  
**Community Development Block Grant – Disaster Recovery**  
**CDBG-DR-RFP-2021-02**

The Offeror certifies that in relation to Business Marketing Activities Implementation Services / CDBG-DR-RFP-2020-07:

1. The prices in the offer have been arrived at independently without directly or indirectly mediating any type of consultation, communication or agreement with any other competitor relating to i) prices, ii) intention to submit an offer, or iii) the methods or factors used to calculate the proceed offered;
2. Prices in the offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening or contract award unless otherwise required by law;
3. No attempt has been made or will be made by the offeror to induce any other competitor to/not to submit an offer for the purpose of restricting competition.

The signatory below (select one):

- Is the person in the offeror's organization responsible for determining the prices being offered, and has not participated and will not participate in any action contrary to paragraphs (1) through (3) above.
- Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (1) through (3) above.

Name <sup>1</sup>	Position <sup>2</sup>	Name	Position

<sup>1</sup> Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal.

<sup>2</sup> Insert the title of the person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal.

Proposer's Initials: \_\_\_\_\_

As authorized agent, the Signatory does certify that the principals named above have not participated, and will not participate, in any action contrary to paragraphs (1) through (3) above.

As an agent, the Signatory has not personally participated, and will not participate, in any action contrary to paragraphs (1) through (3) above.

\_\_\_\_\_  
(Name of Offeror)

**By:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name of Signatory)

\_\_\_\_\_  
(Title)

Affidavit No: \_\_\_\_\_

Subscribed and sworn to before me in the city of \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ of legal age, \_\_\_\_\_ (civil status), \_\_\_\_\_ (occupation) and resident of \_\_\_\_\_, \_\_\_\_\_, in his/her capacity as \_\_\_\_\_ of Offeror. Who I personally know or have identified by his/her \_\_\_\_\_.

\_\_\_\_\_  
Public Notary





**EXHIBIT I**  
**DECLARACIÓN JURADA**  
**Ley 2-2018, Código Anti-Corrupción para el Nuevo Puerto Rico<sup>1</sup>**

**[SWORN STATEMENT]**  
**[Act 2-2018, Anti-Corruption Code for a New Puerto Rico]<sup>2</sup>**

**Request for Proposals**  
**Business Marketing Activities Implementation Services**  
**Community Development Block Grant – Disaster Recovery**  
**CDBG-DR-RFP-2021-02**

Yo, \_\_\_\_\_, en mi carácter personal y en representación de \_\_\_\_\_ ("Proponente" o "Licitador"), con número de seguro social patronal \_\_\_\_\_, mayor de edad, de profesión: \_\_\_\_\_, con estado civil: \_\_\_\_\_ y vecino de \_\_\_\_\_ el más solemne juramento declaro como sigue:

[I, \_\_\_\_\_, in my personal capacity and in representation of \_\_\_\_\_ ("Respondent" or "Bidder"), Tax I.D. Number \_\_\_\_\_, of legal age, with profession: \_\_\_\_\_, marital status: \_\_\_\_\_ and resident of \_\_\_\_\_, do hereby solemnly swear as follows:]

1. Mi nombre y demás circunstancias personales son las anteriormente expresadas.
1. [My name and personal circumstances are as stated above.]
2. A la fecha en que suscribo esta declaración jurada, el suscribiente, el Proponente o Licitador, su presidente, vicepresidente, director, director ejecutivo, miembro junta de oficiales o directores y personas que desempeñen funciones equivalentes para el Proponente o Licitador **no ha sido convicto ni se ha declarado culpable en el foro estatal o federal**, o en cualquier otra jurisdicción de los Estados Unidos, por cualquiera de los siguientes delitos: (a) apropiación ilegal agravada; (b) extorsión; (c) sabotaje de servicios públicos esenciales; (d) falsificación de documentos; (e) fraude; (f) fraude por medio informático; (g) fraude en las construcciones; (h) uso, posesión o traspaso fraudulento de tarjetas con bandas electrónicas; (i) enriquecimiento ilícito; (j) enriquecimiento ilícito de funcionario público; (k) enriquecimiento injustificado; (l) aprovechamiento ilícito de trabajos o servicios públicos; (m) intervención indebida en las operaciones

<sup>1</sup> Como requisito para la participación en esta Solicitud de Propuestas, el Proponente deberá suscribir esta declaración tal como está redactada, sin alteración, reserva o modificación de índole alguna. Si el suscribiente, Licitador o Proponente no puede suscribir esta declaración según redactada, deberá someter una certificación bajo juramento aclarando todas las excepciones y/o aclaraciones aplicables. Someter información falsa, incompleta o incorrecta podría conllevar la imposición de sanciones civiles y criminales en contra del suscribiente, el Proponente.

<sup>2</sup> [As a requirement to participate in this RFP, the Proposer must file this sworn statement in the exact form and content as set forth herein, without alteration, exception or modification of any kind. If the Proposer is unable to execute this statement in the exact form provided herein, the Bidder or Respondent shall submit a separate sworn certification stating all exceptions, clarifications or modifications to this form of sworn statement. The submission of false, incomplete or incorrect information could lead to the imposition of civil and/or criminal penalties against the Proposer.]

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- gubernamentales; (n) negociación incompatible con el ejercicio del cargo público; (o) alteración o mutilación de propiedad; (p) certificaciones falsas; (q) soborno, en todas sus modalidades; (r) influencia indebida; (s) malversación de fondos públicos; o (t) lavado de dinero.
2. *[As of the date of execution of this sworn statement, neither the undersigned nor the Respondent or Bidder, or its president, vice president, director, executive director, member of Board of officers or directors, or any persons performing equivalent functions on Respondent's or Bidder's behalf, has been convicted or has pleaded guilty in state or federal court, or in any other jurisdiction of the United States, for any of the following crimes: (a) aggravated misappropriation; (b) extortion; (c) sabotage of essential public services; (d) forgery of documents; (e) fraud; (f) electronic fraud; (g) construction fraud; (h) fraudulent use, possession or transfer of cards with electronic bands; (i) illicit enrichment; (j) illicit enrichment by public official; (k) unjustified enrichment; (l) illicit enrichment of public work or services; (m) improper intervention in government operations; (n) negotiation incompatible with the exercise of public office; (p) false certifications; (q) bribery, in all its modalities; (r) undue influence; (s) embezzlement of public funds; or (t) money laundering.]*
  3. A la fecha en que suscribo esta declaración jurada y **por los pasados veinte (20) años**, ni el suscribiente, ni el Proponente o Licitador, ni cualquiera de sus siguientes oficiales: presidente, vicepresidente, director, director ejecutivo o miembro junta de oficiales o directores o personas que desempeñen funciones equivalentes para el Proponente o Licitador, ha sido convicto o se ha declarado culpable en el foro estatal o federal, o en cualquier otra jurisdicción de los Estados Unidos, por cualquiera de los siguientes delitos: (a) daño agravado; (b) retención de propiedad; (c) alteración o mutilación de propiedad; (d) archivo de documentos o datos falsos; (e) posesión y uso ilegal de información, recibos y comprobantes de pago de contribuciones; (f) compra y venta ilegal de bienes en pago de contribuciones; (g) presentación de escritos falsos; (h) posesión ilegal de recibos de contribuciones; (i) falsificación de asientos en registros; (j) falsificación de sellos; (k) falsedad ideológica; (l) falsificación de licencia, certificado y otra documentación; (m) falsificación en el ejercicio de profesiones u ocupaciones; (n) posesión y traspaso de documentos falsificados; (o) posesión de instrumentos para falsificación; (p) preparación de escritos falsos.
  3. *[As of the date of execution of this sworn statement and **for the twenty (20) years** prior, neither the undersigned nor the Respondent or Bidder, or any of its officers, including its president, vice president, director, executive director, member of board of officers or directors, or any person performing equivalent functions on Respondent's or Bidder's behalf, has been convicted or has pleaded guilty in the state or federal forum, or in any other jurisdiction of the United States, for any of the following crimes: (a) aggravated damage; (b) property retention; (c) alteration or mutilation of property; (d) filing of false documents or data; (e) illegal possession and use of tax information, receipts and payment vouchers; (f) illegal purchase and sale of goods for the payment of taxes; (g) filing false writings; (h) illegal possession of tax receipts; (i) falsification of entries in registers; (j) forgery of stamps; (k) ideological falsehood; (l) forgery of license, certificates and other documents; (m) forgery in the exercise of professions or occupations; (n) possession and transfer of forged documents; (o) possession of counterfeit instruments; (p) preparation of false writings.]*
  4. A la fecha en que suscribo esta declaración jurada y **por los pasados ocho (8) años**, ni el suscribiente, ni el Proponente o Licitador, ni cualquiera de sus siguientes oficiales: presidente, vicepresidente, director, director ejecutivo o miembro junta de oficiales o

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- directores o personas que desempeñen funciones equivalentes para el Proponente o Licitador, ha sido convicto o se ha declarado culpable en el foro estatal o federal, o en cualquier otra jurisdicción de los Estados Unidos, por cualquiera de los siguientes delitos: (a) omisión en el cumplimiento del deber; (b) venta ilegal de bienes; (c) incumplimiento del deber; (d) negligencia en el cumplimiento del deber; (e) usurpación de cargo público; o (f) impedir la inspección de libros y documentos.
4. *[As of the date of execution of this sworn statement and **for the eight (8) years** prior, neither the undersigned nor the Respondent or Bidder, or any of its officers, including its president, vice president, director, executive director, member of board officers or directors, or any person performing equivalent functions on Respondent's or Bidder's behalf, has been convicted or has pleaded guilty in the state or federal forum, or in any other jurisdiction of the United States, for any of the following crimes: (a) omission in the fulfillment of duty; (b) illegal sale of goods; (c) breach of duty; (d) negligence in the fulfillment of duty; (e) usurpation of public office; or (f) preventing the inspection of records and documents.*
  5. A la fecha en que suscribo esta declaración jurada y **por los pasados diez (10) años**, ni el suscribiente, ni el Proponente o Licitador, ni cualquiera de sus siguientes oficiales: presidente, vicepresidente, director, director ejecutivo o miembro junta de oficiales o directores o personas que desempeñen funciones equivalentes para el Proponente o Licitador, ha sido convicto o se ha declarado culpable en el foro estatal o federal, o en cualquier otra jurisdicción de los Estados Unidos, por delitos graves contra el ejercicio del cargo público o contra fondos públicos codificados en el Código Penal de Puerto Rico; la Ley Núm. 1-2012, según enmendada, la "Ley Orgánica de la Oficina de Ética Gubernamental"; o cualquier otro según dispuesto en la Ley 2-2018.
  5. *[As of the date of execution of this sworn statement and **for the ten (10) years** prior, neither the undersigned nor the Respondent or Bidder, or any of its officers, including its president, vice president, director, executive director, member of board officers or directors, or any person performing equivalent functions on Respondent's or Bidder's behalf, has been convicted or has pleaded guilty in the state or federal forum, or in any other jurisdiction of the United States, for crimes against the exercise of public office or public funds as defined in the Puerto Rico Penal Code, ; Law No. 1-2012, as amended, the Government Ethics Office Enabling Act; or any other crime defined in Law 2-2018.]*
  6. Entiendo y acepto el deber de informar cualquier cambio al contenido de esta declaración durante el proceso de contratación o la vigencia del contrato, ya sea por alegación de culpabilidad o convicción por cualquiera de los delitos antes mencionados, o cualquier otra conducta proscrita en el "Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos de las Agencias Ejecutivas del Gobierno de Puerto Rico", Código Anticorrupción para el Nuevo Puerto Rico, Título III, Ley 2-2018.
  6. *[I accept and acknowledge my obligation to inform of any change or modification to this statement during the contracting process or the term of the contract, as the result of a guilty plea or conviction for any of the above-mentioned crimes or any other conduct prohibited by the "Code of Ethics for Contractors, Suppliers of Goods and Services and Applicants for Economics Incentives of the Executive Agencies of the Government of Puerto Rico", Title III, Law 2-2018.]*
  7. Entiendo y acepto que la convicción posterior a esta declaración por cualquiera de los delitos enumerados en cualquiera de los incisos anteriores conllevará, además de cualquiera otra penalidad, la rescisión automática de cualquier contrato entre el suscribiente, el Proponente o el Licitador, y cualquier entidad gubernamental, corporación pública o municipio.

Proposer's Initials: \_\_\_\_\_

- 7. *[I accept and acknowledge that a conviction for any of the crimes specified in the above paragraphs will result, in addition to any other penalties, in the immediate termination of any contract in force at the time of conviction, between the undersigned, the Bidder or Respondent, and any government entity, public corporation or municipality at the date of conviction or guilty plea.]*
- 8. El suscribiente, el Proponente o el Licitador, según sea el caso, se compromete a cumplir con lo dispuesto en el Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos de las Agencias Ejecutivas del Gobierno de Puerto Rico", Código Anticorrupción para el Nuevo Puerto Rico, Título III, Ley 2-2018.
- 8. *[The undersigned and/or the Bidder or Respondent, as the case may be, commits to complying with the "Code of Ethics for Contractors, Suppliers of Goods and Services and Applicants for Economics Incentives of the Executive Agencies of the Government of Puerto Rico", Title III, Law 2-2018.]*
- 9. Suscribo esta declaración jurada de conformidad con las disposiciones de la Ley 2-2018, y los requisitos de esta [Subasta, Solicitud de Cualificaciones o Solicitud de Propuestas.].
- 9. *[I execute this sworn statement pursuant to Law 2-2018, and the terms and provisions of this IFB, RFQ or RFP.]*
- 10. Hago la presente declaración jurada para que cualquier entidad gubernamental, corporación pública o municipio, tenga conocimiento de lo aquí declarado para cualquier propósito administrativo y/o legal.
- 10. *[I execute this sworn statement so that any government entity, public corporation or municipality has knowledge of what is herewith declared and for any administrative and/or legal purpose in relation thereto.]*

**Y PARA QUE ASÍ CONSTE**, juro y suscribo esta declaración en \_\_\_\_\_,  
\_\_\_\_\_, hoy \_\_\_\_\_ de \_\_\_\_\_ de 20 \_\_\_\_\_.

**[NOW THEREFORE, I hereby swear and sign this statement in \_\_\_\_\_,**  
\_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.]

\_\_\_\_\_  
**DECLARANTE**  
**[DEPONENT]**

**[JURAMENTO EN LA PROXIMA PAGINA]**  
**[OATH ON THE FOLLOWING PAGE]**

Proposer's Initials: \_\_\_\_\_

**JURAMENTO  
[OATH]**

AFFIDAVIT NÚM.: \_\_\_\_\_

[AFFIDAVIT NUMBER:] \_\_\_\_\_

**JURADO Y SUSCRITO** ante mí por \_\_\_\_\_,  
de las circunstancias personales anteriormente mencionadas y a quien identifico mediante  
\_\_\_\_\_, en \_\_\_\_\_,  
hoy \_\_\_\_\_ de \_\_\_\_\_ de 20 \_\_\_\_\_ .

**[SWORN AND SUBSCRIBED** before me by \_\_\_\_\_,  
with the aforesaid personal circumstances and whom I have identified by means of  
\_\_\_\_\_, in \_\_\_\_\_,  
on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ .]

\_\_\_\_\_  
**NOTARIO PÚBLICO  
[NOTARY PUBLIC]**



**EXHIBIT J**  
**ANTI-LOBBYING CERTIFICATION**  
**Request for Proposals**  
**Business Marketing Activities Implementation Services**  
**Community Development Block Grant – Disaster Recovery**  
**CDBG-DR-RFP-2021-02**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1)** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence and 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 making lobbying contracts to an office or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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 subcontractors, 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. 1352 (as amended by the Lobbying Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty for not less than \$10,000 and not more than \$100,000 for each such failure.

The Proposer \_\_\_\_\_, certifies or affirms the truthfulness and accuracy each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative

Proposer's Initials: \_\_\_\_\_

## **SF-LLL Instructions**

### **Instructions for Completion of SF-LLL Disclosure of Lobbying Activities**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (4040-013), Washington, DC 20503

Proposer's Initials: \_\_\_\_\_

**DISCLOSURE OF LOBBYING ACTIVITIES**  
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<b>1. Type of Federal Action</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee (Tier, if known: _____) Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip: _____ Congressional District, if known: _____		
<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b> Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip: _____ Congressional District, if known: _____		
<b>6. Federal Department/Agency:</b> _____	<b>7. Federal Program Name/Description:</b> _____ CFDA Number, if known: _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. (a) Name and Address of Lobbying Registrant:</b> Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip: _____		
<b>(b) Individual Performing Services (Including address of different from No. 10a):</b> Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip: _____		
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>		
_____ <i>Signature</i>		_____ <i>Printed Name</i>
_____ <i>Title</i>		_____ <i>Date</i>
_____ <i>Telephone No.</i>		_____ <i>Date</i>
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)



Proposer's Initials: \_\_\_\_\_

**DISCLOSURE OF LOBBYING ACTIVITIES**  
Continuation Sheet

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_



**EXHIBIT K**  
**AUTHORIZATION FOR BACKGROUND AND/OR FINANCIAL INFORMATION**  
**Request for Proposals**  
**Business Marketing Activities Implementation Services**  
**Community Development Block Grant – Disaster Recovery**  
**CDBG-DR-RFP-2021-02**

By signing this Authorization, the Proposer authorizes the Puerto Rico Department of Housing (PRDOH) to seek any background and/or financial information it deems necessary to evaluate the Proposer's capacity financial in connection to the Request for Proposal (RFP), as the case might be, under the Community Development Block Grant-Disaster Recovery Program (CDBG-DR).

\_\_\_\_\_  
Name of Proposer Entity

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative



**EXHIBIT M**  
**ENTITY PRIOR PERFORMANCE CERTIFICATION**  
**Request for Proposals**  
**Business Marketing Activities Implementation Services**  
**Community Development Block Grant – Disaster Recovery**  
**CDBG-DR-RFP-2021-02**

1. Has the Proposer been notified with a "Letter of Concern", which refers to any written communication from a Government entity notifying the Proposer, wariness or caution about the Proposer's performance under a contract to provide services?  
 Yes       No       Other (Specify): \_\_\_\_\_

If yes, provide a copy of every "Letter of Concern" received from and as a contractor of a Government entity.

2. Has the Proposer been found in default of contract terms with any contracting entity?  
 Yes       No

If yes, indicate below if a Performance Bond or other means was used to resolve the default issue:

- Yes       No       Other (Specify): \_\_\_\_\_

Name of Surety Company: \_\_\_\_\_

Telephone of Surety Company: \_\_\_\_\_

Contact Person of Surety Company: \_\_\_\_\_

Provide an explanation regarding the circumstances that created the need for the contracting entity to invoke the terms of the Performance Bond, or other means, to include the current status of the matter (Include additional sheets if necessary).

\_\_\_\_\_  
Proposer Name

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative

# Certifications and Representations of Offerors

## Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

### 1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1)  has,  has not employed or retained any person or company to solicit or obtain this contract; and
- (2)  has,  has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

### 2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b)  is,  is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c)  is,  is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
  - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
  - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

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Signature & Date:

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Typed or Printed Name:

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Title:

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**Exhibit O**  
**COST FORM**  
Request for Proposals  
Business Marketing Activities Implementation Services  
Community Development Block Grant – Disaster Recovery  
CDBG-DR-RFP-2021-02

**Name of Proposer:**

<b>Position</b>	<b>Qty. of Resources [ A ]</b>	<b>Max. Hours per Months [ B ]</b>	<b>Rate Per Hour [ C ]</b>	<b>Max. Monthly Cost [ D = (AxB)xC ]</b>
Managing Director	1	70	\$	\$
Account Manager	1	85	\$	\$
Creative Director	1	75	\$	\$
Media Strategist	1	100	\$	\$
Media Buyer	1	102	\$	\$
Graphic Designer	1	76	\$	\$
<b>Total Cost per Month</b>				<b>\$</b>
<b>Total Cost of Services for 8 Months</b>				<b>\$</b>

**Notes on Proposal Cost**

- 1) Hourly Rates include overhead (CPD Notice 14-017), profit, royalties, reimbursements, travel, fringe benefits, taxes, as well as any other additional fees and administrative costs applicable to the services.
- 2) Services will be provided on an on-call basis by the contractor. Therefore, there could be months where the estimated monthly cost is an approximate of the amount stated in the estimate. The contract is expected to function as a not-to-exceed maximum amount from which services will be invoiced based on actual hours worked by each resource.
- 3) Estimated costs for each position should not be interpreted as a cap of hours that may be invoiced for a specific position. Invoicing shall be based on the actual needs of resources for the services requested by the PRDOH.
- 4) The staff resources time distribution estimated in this ICE is for budgetary purposes and does not represent a restriction on the number of hours to be consumed. Services will be provided according to the existing need, in alignment with the Scope of Services and never exceeding the allowable funds for these services.

Proposer's Signature

Date

Proposer's Printed Name