

Project Management Services for Construction Projects  
(FEMA, HUD and other federal funds)

Date Initial RFP Issued: August 11, 2018 / Proposals Due Date: August 22, 2018 at 2:00 p.m. AST  
Public Notice: Primera Hora / <http://manati.pr/asuntosfederales>

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## **1.0 Purpose and Intent**

This request for proposals (RFP) is issued by the Autonomous Municipality of Manati (Local Government) through the Office of Federal Affairs (OFA). The purpose of this RFP is to solicit proposals from interested qualified firms which can provide Project Management Services for Construction Projects, federally assisted by Regular Formula Grants and/or Disaster Recovery Grants.

The intent of this RFP is to award one contract for Project Management Services for Construction Projects, that could include but are not limited to:

- a) Assist the Municipality of Manati in the development of the Project Management group processes to properly manage construction projects funded by Regular Formula Grants and/or Disaster Recovery Grants.
- b) To apply the knowledge areas needed for the development and implementation of effective PM project cycle.
- c) To develop the required processes to manage construction projects since project formulation until project closure.

The Municipality of Manati reserves the right to grant more than one contract and/or select more than one qualified proponent or bidder. Award of contract will be to those qualified individuals or firms whose proposal, conforming with this RFP, is most advantageous to the Local Government, the price and other factors will also be considered therein. Section 1.7 of this RFP has a detailed description of the scope of services. Please note all proposal must have a one year open period. Once a proposal is selected, a final Regular Formula Grants and/or disaster grant approval must be obtained by the Municipality of Manati from FEMA, HUD or any other federal agency in order to award a contract.

It is the Government's intent to ensure that all work performed, pursuant to this RFP, is eligible for United States Department of Housing and Urban Development (HUD) and United States Federal Emergency Management Agency (FEMA) Public Assistance grant funding and performed in accordance with HUD, FEMA and other applicable Federal and State regulations, policies and guidance including, but not limited to, Davis-Bacon Act (40 U.S.C. 276a to 276a-7) and Clean Air Act (42 U.S.C. 1857 (h)).

Qualified firms shall possess all required Federal and Government licensing. This in particular may include, without limitation, the programs known as FEMA Public Assistance, FEMA Hazard Mitigation Grant Program, HUD Community Development Block Grant Program, HUD Community Development Block Grant Program—Disaster Relief, HHS Social Services Block Grant Program, DOT, FHA, FTA, FAA Grant Programs, Department of the Interior Grant Programs, USDA Emergency Watershed Protection Program, USDA Emergency Forest Restoration Program, among others.

## **1.1 Background**

During the month of September 2017, Hurricanes Irma and Maria delivered devastating blows to Puerto Rico, resulting in the largest and most complex disaster response and recovery effort in U.S. history. Hurricane Irma (Irma) skirted the northern coast of the Island from September 6-7, 2017 as a Category 5

storm, causing significant flooding, regional power and water outages, and other impacts to the Island's infrastructure. Exactly thirteen days later and before Irma's response operations had even concluded, Hurricane Maria (Maria) slammed into Puerto Rico on September 20, making a direct strike as a strong Category 4 storm and causing widespread devastation and destruction the likes of which Puerto Rico has never seen.

Maria represented a "worst case scenario" for Puerto Rico, tracking east-to-west across the Island and leaving a path of destruction. Within a matter of hours, 100% of Puerto Rico's population, economy, critical infrastructure, social service network, healthcare system, and even the Government became casualties of the storm. As such, Maria caused massive infrastructure and property damage and loss of life.

On September 5th and 17th, 2017, Governor Ricardo A. Rossello requested separate Federal declarations of emergency and disaster for Puerto Rico related to the impacts of Irma and Maria. Subsequently, President Donald J. Trump (President) approved Puerto Rico's Emergency Declaration (EM-3384) and Major Disaster Declaration (DR-4336) related to the impact of Irma, and Emergency Declaration (EM-3391) and Major Disaster Declaration (DR-4339) associated to the impact of Maria.

The President's action qualifies Puerto Rico and subsequently the Municipality of Manati, for Federal disaster assistance funds.

On October 26, 2017, the President signed into law H.R. 2266, the "Additional Supplemental Appropriations for Disaster Relief Requirements Act 2017," which provides \$36.5 billion in FY2018 emergency supplemental appropriations to FEMA, the Department of Agriculture (USDA), and the Department of the Interior, which includes certain relief and recovery funds for Puerto Rico in connection to hurricanes Irma and Maria.

On November 13, 2017, Governor Rossello's Administration submitted to the President and U.S. Congress its "Build Back Better Puerto Rico" report, which calls for Congress to provide \$30 billion within the FEMA Disaster Relief Fund to recover critical infrastructure; \$46 billion to restore housing and economic viability through the Community Development Block Grant - Disaster Recovery (CDBG-DR) program; and \$17.9 billion in other Federal grant programs for long term recovery with the intent to reconstruct a stronger, more resilient Puerto Rico.

In addition, Puerto Rico has requested Congressional authorization of 100% funding for Stafford Act Programs. According to the Build Back Better Puerto Rico report with the required use of the Section 428 of the Stafford Act for Permanent Work under FEMA, the overall Public Assistance funding will be capped to the mutually agreed upon estimates. Furthermore, Puerto Rico has also indicated that additional funding will be needed through the Community Disaster Loan Program (CDL) to overcome the liquidity needs of the Government of Puerto Rico".

As the Local Government continues to move into the recovery phase in the aftermath of the storms, it seeks specialized services designed to support facets of intermediate and long-term recovery efforts.

These efforts will be the responsibility of the Office of Federal Affairs with the collaboration of other local administrative units or any other party designated by the Mayor of the City.

### **1.2 Contract Term**

The term of the contract that will be awarded at the end of this RFP process will commence upon the Municipality of Manati's execution of the contract. The initial period of the contract will be one year and could be extended for up to four consecutive years, subject to the Municipality of Manati interest to continue the proposed services and/or availability of funding. Upon the acceptance of the final release, the contract will be deemed satisfied. The Municipality of Manati reserve the right to re-bid the contract after its completion period or under several contract breach circumstances from the Selected Proponent.

### **1.3 Proposal Submission**

Proposals are to be submitted on Wednesday, August 22, 2018, no later than 2:00 p.m. Atlantic Standard Time. Responses to the RFP submitted after the prescribed deadline may not be accepted. The Respondent shall submit electronically only to the following email address and to the attention to:

Office of Federal Affairs, Project Management Services for Construction Projects RFP, Attention: Delilah Ruiz Manzano – Director, Email: [druiz@manati.gov.pr](mailto:druiz@manati.gov.pr). Physical Address: Patriota Pozo Street #6, Second Floor, Manatí, Puerto Rico (Trolley's Terminal).

All Respondents must submit a redacted copy of their proposal as required in Section 5.0 Confidentiality of Responses & Proprietary Information.

### **1.4 Prohibited Communications, Expenses, and Rejections**

Communications with other representatives of the Municipality of Manati or relevant entities of Federal Government regarding any matter related to the contents of this RFP are prohibited during the submission and selection processes. Failure to comply with these communications restrictions will result in rejection of the proponent proposal.

Neither the Municipality of Manati nor any of its instrumentalities, will be responsible for any expenses in the preparation and/or presentation of the proposals or for the disclosure of any information or material received in connection with this RFP.

The Municipality of Manati reserve the right to reject any and all proposals received in response to this RFP, when determined to be in its best interest, and to waive minor noncompliance in a proposal. The Municipality of Manati further reserves the right to make such investigations as it deems necessary as to the qualifications or perceived conflicts of interest of all proponents 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(s). In the event that any or all proposals are rejected, the Municipality of Manati reserve the right to re-solicit proposals.

## **1.5 Local Participation**

The Municipality of Manati encourages Respondents to engage local subcontractors, professionals and relevant service providers headquartered in Puerto Rico (“Local Parties”) as Team Members and Key Individuals to the greatest extent possible.

Respondents are strongly 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.

## **1.6 RFP Timeline**

Target Date Event

August 10, 2018 Release of Public Notice

August 13, 2018 Release of RFP Guidelines

August 22, 2018 Public Notice Proposal Submission Deadline – 2:00 p.m. (Atlantic)

September 14, 2018 Target Date for Selection, if Granted.

Please note that the RFP timeline includes target dates that may change. It is the responsibility of Respondents to periodically review the Municipality of Manati’s website for regular updates to the RFP timeline and other important information.

## **1.7 Scope of Services**

The Municipality of Manati is seeking to select a qualified firm or team to provide Project Management Services for Construction Projects to assist in Manati’s recovery efforts and execution of needed projects in accordance to Federal and Government requirements in connection with appropriated disaster assistance funding related to DR-4336 and DR-4339 and/or Regular Formula Grants. Some of these services shall also serve to craft a reconstruction framework.

It is highly recommended if qualified firms have experience managing construction projects in the aftermath of natural disasters and how it relates to Federal funding. Consideration will be given to respondents that have prior experience with Section 428 of the Stafford Act. It is anticipated that the successful respondent will be prepared to immediately implement best practices for Project Management Services. Below is a description of the minimum required services:

- To provide Project Management Services for Construction Projects based on PMI Standards, providing special attention to the areas described below.
  - Strategic Project Planning – To aid the Municipality of Manati to design or readjust its vision, needs, priorities and project formulation for recovery purposes.
  - Constructability Reviews – Perform reviews and assessment to validate projects viability.
  - Cost Management- Assist in the development of conceptual project budgets.

- Bid Evaluation Assistance – Provide technical assistance to the Evaluation Committee or Board of Bids, to clarify doubts regarding cost efficiency measures of proposed projects.
- Contract Risk Analysis - To provides analysis and recommendations how contract risk can be mitigated prior formalizing a construction contract between both parties.
- Schedule Oversight – To review and monitor project schedules to allow the Municipality to execute informed decisions and ensure the project timeline runs as scheduled.
- Change Orders Reviews - Provide technical assistance to the Municipality of Manati staff to clarify doubts regarding change orders of projects.
- Quality Assurance & Control – Design and apply quality measures to each phase of the project cycle to guarantee efficiency and compliance.

### **1.8 Deliverables**

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

- Comprehensive reports on actions taken and advice given.
- Analysis and recommendations with regards to applicant’s management.
- Quarterly reports on activities.
- Reporting and updating timelines.
- Project work plans, timeframes, and budget tools.
- Proposed system(s) and template(s) used to capture and report information.

### **1.9 Evaluation and Selection**

The Municipality of Manati will examine all proposals in a proper and timely manner to determine if they meet the proposal submission requirements. Proposals that are materially deficient in meeting the submission requirements or have omitted material documents, in the sole opinion of the Municipality of Manati, may be rejected. All proposals meeting the proposal submission requirements will be evaluated.

Each proposal meeting all submission requirements will be independently evaluated by the Evaluation Committee, which will assign a score for each evaluation criterion listed below in this section up to the maximum points.

The Municipality of Manati may request further clarification to assist the Evaluation Committee in gaining additional understanding of proposal. 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.

Complete proposals will be preliminarily scored based upon the criteria listed below.

### ***Experience and Capacity (30 points)***

Respondents must demonstrate experience and success in the Project Management area. Previous experience with disaster relief funded programs, will be factored into experience. Respondents must have experience related to federally funded and disaster recovery programs and significant infrastructure projects. Respondents that demonstrate they have the staff available to begin immediately will be scored higher than those who need more time, or whose responses are vague.

### ***Approach and Methodology (20 points)***

Respondents that outline a clear and straightforward approach to staffing and working with the Municipality of Manati to provide the technical services requested will score higher, than those that do not. Respondents shall identify key goals and objectives, and methods for achieving high standards for the delivery of services, in expectation of meeting or exceeding these goals. Respondents shall explain how they will be organized to effectively deploy support for the Municipality and clearly identify engagement manager and different workstream leaders. In addition, Respondents shall demonstrate understanding of the magnitude of the recovery efforts in Puerto Rico in the aftermath of Hurricanes Irma and Maria.

### ***Price Proposal (20 points)***

Proposals will be scored based on price proposal format provided. Respondents that clearly identify a plan for reducing program costs over the life of the program as key milestones are reached and volume of activity reaches natural break points, and that identifies a clear plan for cost savings measures and/or efficiencies, will receive the most points. Respondents shall clearly align position titles, job descriptions and rates in their proposal.

### ***Commitment to Complying with all Applicable Federal, and Puerto Rico Regulations (20 points)***

Respondents who demonstrate a commitment to complying with all applicable Federal and Puerto Rico regulations. Adherence to strong ethical and integrity practices and unequivocal commitment to solid administrative practices is essential for the Municipality of Manati. Understanding of Federal and local requirements is essential and will be highly considered.

### ***Integration of Local Parties (10 points)***

Respondents that demonstrate a strategic integration of Local Parties will receive positive remarks on this criterion. It is the responsibility of the Municipality of Manati to encourage Respondents to engage Local Parties as Team Members and Key Individuals to the greatest extent possible. Despite that the scope of services pertains to numerous Federal regulations, the services will be rendered for the benefits of the Municipality of Manati of Manati of Puerto Rico, which requires clear understanding of local and state regulations, policy frameworks and infrastructure and fiscal challenges of the Island. Local Parties can significantly complement the services of U.S. based firms and enhance the effectiveness of Respondents in the implementation and deployment of the required services.



## **2.0 Selection**

Following completion of the evaluation process the Evaluation Committee will meet to choose the Selected Proponent.

## **3.0 Respondent Requirements**

### **3.1 Requirement of Legal Entities**

Respondents that are corporations, partnerships, or any other legal entity, U.S. or Puerto Rico based, shall be properly registered or capable to be registered to do business in Puerto Rico and the U.S. at the time of the submission of their proposals, and comply with all applicable Puerto Rico or U.S. laws and/or requirements.

### **3.2 Required Qualifications of Respondent**

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

- Respondent has adequate financial resources to perform the contract, or the ability to obtain them; financial statements for the past 2 years will be required, or equivalent financial records must be included in the proposal.
- Respondent is able to comply with an accelerated delivery or performance schedule.
- Respondent has a satisfactory performance record.
- Respondent has a satisfactory record of integrity and business ethics.
- Respondent has the necessary organization, experience, accounting and operational controls, and technical skills.
- Neither respondent nor any person or entity associated who is partnering with respondent has been the subject of any adverse findings that would prevent the Municipality of Manati from selecting respondent. Such adverse findings include, but are not limited to, the following:
  - Negative findings from a Federal Inspector General or from the U.S. Government Accountability Office, or from an Inspector General in another state.
  - Pending or unresolved legal action from the U.S. Attorney General or from an attorney general in Puerto Rico or another state.
  - Pending litigation with the Government of Puerto Rico, or any other state. - Arson conviction or pending case
  - Harassment conviction or pending case.
  - Puerto Rico and Federal or private mortgage arrears, default, or foreclosure proceedings - In rem foreclosure. - Sale tax lien or substantial tax arrears.
  - Defaults under any Federal and Puerto Rico-sponsored program.

- A record of substantial building code violations or litigation against properties owned and/or managed by respondent or by any entity or individual that comprises respondent.
- Past or pending voluntary or involuntary bankruptcy proceeding.
- Conviction for fraud, bribery, or grand larceny.

#### **4.0 Proposal Format**

The respondent's proposal shall be formatted as follows:

##### **4.0.1 Cover Letter and Table of Contents (2 pages)**

Provide a cover letter that includes a certification that the information submitted, and the Proposal is true and accurate, and that the person signing the cover letter is authorized to submit the Proposal on behalf of the respondent. Clearly identify the designated contact person for the engagement.

Provide a table of contents that clearly identifies the location of all material within the Proposal by section and page number.

##### **4.0.2 Experience and Capacity (6-12 pages)**

Provide a summary of the types of services the respondent offers that relates to this RFP. Provide specific details on any previous experience with federally funded and disaster recovery programs and projects. Identify engagement and or staff experience with entities comparable to Local or State Government for which the respondent provides or has provided, similar services within the last (10) years. Respondents must indicate the dollar value of the recovery disaster program for which has provided similar services to the ones contemplated in their RFP. Detail at least one to three (1-3) similar engagements and/or experience with private and public-sector clients that would demonstrate that the respondent can provide the requested services. Each example should include:

- a) Name of client organization.
- b) Description of engagement or experience and objectives of the project including beginning and ending dates.
- c) Examples of recommendations offered to the client and the results of the implementation of those recommendations.
- d) Information regarding the project that would demonstrate successfully experiences by the client, as a result of the recommendations. This may include performance metrics and improvements.
- e) If the example involves a private sector client, describe how the experience could be applied to the public sector.
- f) Description of Federal funding programs managed or requested during the engagement.

The Municipality of Manati may seek information from references regarding subjects that include, but are not limited to, the quality of services provided, anticipated ability to perform the services required in this

RFP and the responsiveness of the respondent to the client during the engagement. Please provide at least three (3) references for the prime Respondent and two (2) for any partners or sub-contractors. Each reference should include the name, title, company, address, phone number and email address of the reference. Inability to contact a reference will not be looked upon favorably. References won't be contacted if the proponent has performed the same or a similar project to the Municipality of Manati in the past three (3) years.

Provide a summary of the Respondent's technical expertise that describes the respondent's unique capabilities. This narrative should highlight the Respondent's ability to provide Project Management Services. Provide biographical summaries for Key Individuals and their proposed roles. Resumes can be attached as an appendix and will not count toward the page limit of the proposal.

In addition, identify any sub-consultants and Local Parties incorporated into the team and clearly explain their expertise, expected role and value to the engagement.

Specify the primary contact person for the respondent (name, title, location, telephone number, and e-mail address).

#### **4.0.3 Approach and Methodology (4-8 pages)**

Explain how the respondent will achieve the goals, objectives, tasks, and deliverables outlined in the Scope of Services for this RFP. Specifically address how the Respondent proposes to effectively assist the Municipality of Manati with each individual area of the Scope of Services and how the Respondent intends to cohesively delivery all the services in an organized manner. Indicate why the proposed approach is appropriate and suited for Puerto Rico and Federal requirements associated to disaster recovery efforts.

Proposals must provide examples of how the proposed approach has achieved success in specific, relevant projects for public or private sector organizations similar in size and complexity to the Puerto Rico Government and/or the magnitude of the post-hurricane devastation. The examples should contain enough information for the evaluators to ascertain the success of the projects accomplished by the Respondent.

This section must include an acknowledgement that, if selected, the Respondent has the ability to respond with sufficient key and line staff and the proposed Key Individuals.

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

#### **4.0.4 Price Proposal**

Respondents are required to submit their price proposal in accordance to the Price Proposal Form (Attachment 1). The Municipality of Manati is interested in obtaining two components of the Respondents' pricing:

- Component 1: hourly rates of all team members and,
- Component 2: estimate of the aggregated price of the proposal

With respect to Component 1 of the Price Proposal, Respondents can add as many rows as needed for relevant and related labor categories. For any additional labor categories, the Respondent must provide a name and title of the team member. Do not leave blanks or enter a zero-dollar amount for any rate. Enter hourly rates showing up two decimal points. List the rates for the entire term of the contract. The rates included in the proposal should be the respondent's lowest discounted governmental rates.

With respect to Component 2, Respondents should make their best efforts to arrive at an aggregated total price estimation and total hours estimation. Respondents can provide a list of assumptions and qualification's underlying the estimate to provide context for the estimation.

Respondents that regularly use pricing models, other than what is required in this RFP may elect to submit an Alternate Cost Structure along with their completed Price Proposal Form. The Alternate Cost Structure shall clearly describe the pricing model used by the respondent and provide a clear explanation of how the rates proposed on the Price Proposal Form correlate to the fees described in the Alternate Cost Structure. If electing to submit an Alternate Cost Structure, the respondent must also submit a completed Price Proposal Form in accordance with the instructions above. Respondents that do not submit a completed Price Proposal Form will not be evaluated.

For Municipality to consider an Alternate Cost Structure, the proposal must include:

- A completed Price Proposal Form with hourly rates
- A detailed description of the Alternate Cost Structure, including staff qualifications, number of hours worked per unit billed, rate (daily, weekly), and other relevant information
- A detailed explanation of how the hourly rates proposed in the Price Proposal Form equate to the Alternate Cost Structure

#### **4.0.5 Commitment to Complying with all Applicable Federal and Puerto Rico Local Regulations (2-4 pages)**

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

#### **4.0.6 Local Parties (1-4 pages)**

The Municipality of Manati and the Government of Puerto Rico have the objective of fostering the participation of Local Parties in the provision of professional services and local expertise. Explain how the Local Party(ies) will add value to the team and their expected role. Identify the Key Personnel from the Local Party(ies) and provide an indication of the expected level of involvement on the day-to-day activities and interaction with the Municipality of Manati.

#### **5.0 Confidentiality of Responses & Proprietary Information**

Upon completion of the RFP process, the Municipality of Manati will make public its report regarding the procurement and selection process, which shall contain certain information related to this RFP process, except trade secrets, pricing and proprietary or privileged information of the Respondents. Information considered trade secrets or non-published financial data may be classified as proprietary by the Respondents. All Respondents are required to submit a redacted copy of their proposal. The Municipality of Manati reserves the right 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 Respondent, the Municipality of Manati 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. Provision of any information marked as confidential or proprietary shall not prevent the Municipality of Manati 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.

#### **6.0 Conflicts of Interest**

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

Ethic regulations applied to local, state and federal government should apply to this RFP.

Respondents are required to provide a list of any other current or former advisory contracts the firm has/had with any Government Entity in Puerto Rico, or which bear any direct or indirect relation to the activities of the Government of Puerto Rico. Further, please provide a description of any recent historical or ongoing legal proceedings, interviews or investigations being conducted by any U.S. law enforcement agencies involving your firm or team that are related to transactions executed in or on behalf of the Government of Puerto Rico and/or its public corporations. In addition, please provide a brief description of any work you have performed for any creditors or guarantors of the Government of Puerto Rico or any public corporation debt about their positions in Puerto Rico debt obligations. Indicate whether this activity is ongoing, and if not, when the prior assignment concluded.

At some point in the selection process, the Municipality of Manati may request information on any perceived conflict of interests. In the event of real or apparent conflicts of interest, the Municipality of Manati reserves the right, in the Local Government's best interest and at its sole discretion, to reject a

proposal(s) outright or to impose additional conditions upon Respondents. The Municipality of Manati reserves the right to cancel any contract awarded pursuant to this RFP with 30 days' notice in the event that an actual conflict of interest, or the appearance of such conflict, is not cured to Municipality of Manati's satisfaction.

## **7.0 Proposal Additional Information**

### **7.1 Rejection of Proposals; Cancellation of RFP; Waiver Informalities and Withdrawal Proposal**

Issuance of this RFP does not constitute a commitment by the Municipality of Manati to award a contract. The Municipality of Manati reserves the right to accept or reject, in whole or part, and without further explanation, any or all proposals submitted and/or 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 impacted communities or the Municipality of Manati.

The Municipality of Manati reserves the right to waive any informalities and/or irregularities in a proposal if it deems that doing so is in the best interest of the impacted communities or the Municipality of Manati.

A respondent may withdraw a proposal at any time up to the date and time the contract is awarded. The withdrawal must be submitted in writing and directed to the Office of Federal Affairs.

### **7.2 Ownership of Proposal**

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

### **7.3 Cost of Preparing Proposals**

All costs associated with the response to this proposal are the sole responsibility of the Respondent.

### **7.4 Errors and Omissions in Proposal**

Municipality of Manati reserves the right to reject a proposal that contains an error or omission. The Municipality of Manati also reserves the right to request correction of any errors or omissions and/or to request any clarification or additional information from any respondent, without opening up clarifications for all respondents.

## **8.0 Payment Terms & Method of Payments**

The Selected Proponent will be paid by services provided and Invoices with the required deliverable is previously approved by the Municipality of Manati. It is the Selected Proponent's responsibility to include all services required to meet the engagement's objective as established in this RFP.

## **8.1 Payment Terms**

Payment will be made upon presentation of invoice evidenced by the services provided and duly authorized by the Municipality. If the Municipality finds the submitted invoice as acceptable, then the invoice will be approved and processed for payment promptly after submission of the invoice. The Municipality reserves the right to review the correctness of invoices and perform the audits as it deems fit.

## **8.2 Method of Payment**

The Selected Proponent shall submit monthly invoices for the agreed fees. Invoices must be detailed, specific and itemized accompanied by a description of the services provided as previously approved by the Municipality of Manati. In addition, it shall be noted that no public servant of the contracting entity is a party or has interest on the profits or benefits product from the contract, regarding the invoice and if it does have interest in some part on the profits or benefits of the contract it must specify that a waiver has been mediated.

The Selected Proponent will deliver the original invoice to the Office of Federal Affairs requesting the service or its authorized representative; such invoice must be properly completed and certified by the Selected Proponent. Such office will work it promptly upon receipt, it will then be duly certified by the Municipality of Manati or its authorized representative, in accordance with the Accounting Act law following the standards established by enforcement agencies of the Municipality of Manati and the Government of Puerto Rico.

## **9.0 General Federal Grant Requirements**

Because the contract is being funded with federal funds, the contract shall be governed by certain federal terms and conditions for federal grants, such as the OMB applicable circulars. Respondent shall provide a description of experience with such grant requirements and affirmatively represent and certify that the respondent shall adhere to any requirements of applicable federal requirements. Any funds disallowed by any federal government entity shall be disallowed from fee or compensation to contractor. In addition, this RFP is intended to be conducted in accordance to 2 CFR 200 which clearly outlines the methods of procurement to be followed by non-federal entities.

## **10.0 Federal General Provisions**

Because the contract involves federal funds, the contract shall be also governed by some specific terms and conditions set forth by the Federal Government and the related federal agency. In such case, Respondent shall provide a description of experience in dealing with any other requirements established by that other federal agency and affirmatively represent and certify that the respondent shall adhere to the terms and conditions set forth by that agency.

Attachments and Appendices

1. Attachment I – Price Proposal Form
2. Attachment II –General Provisions
3. Attachment III - Required Documents and Certifications for Contracts Awards



**Attachment I - Price Proposal Form Rates**

Respondent Name: \_\_\_\_\_

Price Proposal Component #1:

Hourly Rates

Resource Name	Title	Hourly Rate

Add as many rows as needed for relevant and related labor categories.

Price Proposal Component #2: Provide the best estimation of total amount of hours and aggregated price of proposal.

## Attachment II- General Provisions

Given that the contract involves federal funding from the U.S. Federal Emergency Management Administration, the following terms and conditions may apply to any purchase orders issued by the Municipality of Manati of Manati. In addition, Contractor shall make sure whether compliance Federal Labor Standards Provisions is required.

The Contractor shall flow these terms and conditions down to all subcontractors directly servicing the contract or purchase order.

These general provisions may be updated from time to time. It is the sole responsibility of the Contractor to be aware of any changes hereto, to implement such changes when effective, and to flow such changes down to its subcontractors, if any.

### General Provisions:

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

2. *STATUTORY AND REGULATORY COMPLIANCE*: Contractor shall comply with all laws and regulations applicable to FEMA Disaster Recovery funds, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

3. *BREACH OF CONTRACT TERMS*: The Municipality of Manati reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. *REPORTING REQUIREMENTS*: The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Municipality of Manati. The Contractor shall cooperate with all Puerto Rico efforts to comply with FEMA requirements and regulations pertaining to reporting.

5. *ACCESS TO RECORDS*: The Municipality of Manati Development, the Government of Puerto Rico and the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books,

documents, papers, and records of the Contractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

6. *MAINTENANCE/RETENTION OF RECORDS*: All records connected with this contract will be maintained in a central location and will be maintained for a period of at least four (4) years following the date of final payment and close-out of all pending matters related to this contract.

7. *SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS*: The Contractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

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

8. *TITLE VI OF THE CIVIL RIGHTS ACT OF 1964*: The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

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

10. *DEBARMENT, SUSPENSION, AND INELIGIBILITY*: The Contractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. part 2424.

11. *CONFLICTS OF INTEREST*: The Contractor shall notify the Municipality of Manati as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (2013) (or 84.42 (2013), if applicable)). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the Municipality of Manati is able to assess such actual or potential conflict. The Contractor shall provide the Municipality of Manati any additional information necessary to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation

strategy employed by the Municipality of Manati, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

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

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

The Contractor represents to the Municipality of Manati that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract. The Contractor will include these General Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

13. *ASSIGNABILITY*: The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Municipality of Manati.

14. *INDEMNIFICATION*: The Contractor shall indemnify, defend, and hold harmless the Municipality of Manati of Manati and its agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Contractor in the performance of the services called for in this contract.

15. *CONTRACT WORK HOURS AND SAFETY STANDARDS ACT*: (Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers) The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. part 5). All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

16. *TERMINATION FOR CAUSE*: (Applicable to contracts exceeding \$10,000) If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Municipality of Manati shall thereupon have the right to terminate this contract by giving written notice to the

Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Municipality of Manati, become the Municipality of Manati's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Municipality of Manati for damages sustained by the Municipality of Manati by virtue of any breach of the contract by the Contractor, and the Municipality of Manati may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the Municipality of Manati from the Contractor is determined.

17. *TERMINATION FOR CONVENIENCE*: (Applicable to contracts exceeding \$10,000) Municipality of Manati may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the Municipality of Manati as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

#### Equal Opportunity for Workers with Disabilities

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

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

2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual or may lower the posted notice so that it might be read by a person in a wheelchair).

5) The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities, if applicable.

6) The Contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance, if applicable.

18. *EXECUTIVE ORDER 11246* (Applicable to construction contracts and subcontracts exceeding \$10,000) The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

During the performance of this contract, the Contractor agrees as follows:

1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this

non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment, if applicable.

5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

7) In the event of the Contractor's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

8) Contractor shall incorporate the provisions of A through G above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

19. *CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS* (Applicable to contracts exceeding \$100,000) The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto,



at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738. In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.

2) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.

4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (A) through (D) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions, if applicable.

20. *LOBBYING* (Applicable to contracts exceeding \$100,000) The Contractor certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **Attachment III- Required Documents and Certifications for Contracts Awards**

If the RFP is awarded, the selected proponent must present the following documents and certification to the Municipality of Manatí in order to officialize the contract between both parties. As these documents and certifications are issue by Puerto Rico State Agencies, the list has been provided in Spanish to facilitate their identification and proper request.

Note this list could be not all inclusive, as regular circular letters and additional regulations can be approved anytime.

1. Póliza del Fondo del Seguro del Estado
2. Certificación de no Deuda del Departamento de Hacienda o el IRS, según aplique (o plan de pago)
3. Certificación de Radicación de Planillas del Departamento de Hacienda o el IRS, según aplique, por los últimos 5 años.
4. Certificación del CRIM de no Deuda por todos los Conceptos
5. Certificación de ASUME
6. Evidencia de Incorporación
7. Certificación de Buena Pro (Good Standing) del Departamento de Estado
8. Certificación del Departamento del Trabajo
9. Patente y Registro de Comerciante, según aplique
10. Copia de la Licencia vigente de la Profesión. (si aplica)
11. Declaración Jurada Ley 428
12. Estados Financieros (Financial Statements).