



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

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



**AGREEMENT FOR PUBLIC RELATIONS SERVICES**  
**BETWEEN**  
**THE PUERTO RICO DEPARTMENT OF HOUSING**  
**AND**  
**PUBLICIDAD TERE SUÁREZ, LLC**

**THIS AGREEMENT FOR PUBLIC RELATIONS SERVICES**, (hereinafter referred to as the "Agreement") is entered into in San Juan, Puerto Rico, this 8<sup>th</sup> of May 2019, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, PRDOH), a public agency created under Law No. 97 of June 10, 1972, as amended, 3 LPRA § 441 et seq., known as the Department of Housing Governing Act with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by Hon. Fernando A. Gil-Enseñat, lawyer, of legal age, married and resident of Guaynabo, Puerto Rico, in his capacity as Secretary; and **PUBLICIDAD TERE SUÁREZ, LLC** (hereinafter, the "CONTRACTOR"), with principal offices in Hostos Avenue 466, San Juan, Puerto Rico herein represented by Teresa Suárez Castro, in his/her capacity as President, of legal age, married, and resident of Guaynabo, Puerto Rico 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.

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**WHEREAS**, on February 9, 2018, a Notice was published in the Federal Register, Volume 83, Issue 28 (83 FR 5844), that allocated \$1.5 billion for disaster recovery assistance to the Government of Puerto Rico.

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

**WHEREAS**, On August 14, 2018, an additional allocation of \$8.22 billion for recovery was allocated to Puerto Rico under Federal Register Volume 83, Issue 157, 83 FR 40314. With these allocations of funding, the PRDOH aims to lead a transparent, 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**, the PRDOH is interested in contracting Public Relations Services. The services procured under this contract will support PRDOH's objectives of ensuring compliance with all CDBG-DR, HUD and applicable federal and local requirements, rules and

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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**, the PRDOH needs a qualified firm to provide Public Relations Services as related to programs under the CDBG-DR grant. The firm will provide strategies and implement integrated tactics across a wide variety of platforms to further amplify the PRDOH CDBG-DR initiatives in accordance with the Action Plan and its amendments. PRDOH has structured recovery programs that meet the immediate housing needs of the most vulnerable populations on the island, expand economic opportunities and the recovery of the island infrastructure. The Public Relations firm will support the PRDOH establish and maintain lines of communication and understanding between PRDOH and Puerto Rico's citizens in relation to the CDBG-DR programs.

**WHEREAS**, on November 15, 2018 the PRDOH issued Request for Proposals (RFP), CDBG-DR-RFP-2018-08 for Public Relations Services with CDBG-DR funds

**WHEREAS**, on December 4, 2018, the CONTRACTOR submitted a proposal (hereinafter referred to as the **Proposal**), which fully complied with the requirements set forth by the PRDOH.

**WHEREAS**, the Evaluation Committee recommended **PUBLICIDAD TERE SUÁREZ, LLC** as the qualified and most advantageous firm to perform the required services at a reasonable proposed cost (**Attachment A**) to assist PRDOH in the Puerto Rico's recovery efforts according to the award criteria established in the RFP.

**WHEREAS**, the PRDOH desires to enter into an agreement with **PUBLICIDAD TERE SUÁREZ, LLC** to secure its services and accepts the CONTRACTOR's Proposal and costs, and **PUBLICIDAD TERE SUÁREZ, LLC** 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 (**Attachment B**).

**NOW THEREFORE**, in consideration of the mutual promises and the terms and conditions set forth herein, the PRDOH 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 PRDOH based on the Cost Form (**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:

- Attachment A** Bid Board, Public Relations Services CDBG-DR-RFP-2018-08, Resolution of Award. Dated: March 4, 2019.
- Attachment B** Public Relations Services Under CDBG-DR, A proposal for the Puerto Rico Department of Housing. Dated: December 4, 2018.
- Attachment C** Scope of Services
- Attachment D** Exhibit P Cost Form

- Attachment E** Timelines for Deliverables & Tasks
- Attachment F** Insurance Requirements (DV-OSPA-78-5)
- Attachment G** 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 twenty four (24) months, ending in May, 9, 2021
- B. **Contract Extensions:** PRDOH may, at its sole discretion, extend the Agreement's term for additional terms of one (1) year up to three (3) years. Any type of Agreement extension must be executed in writing and signed by both parties.
- C. The term of this Agreement shall not exceed a period of five (5) years, including options for renewal or extension.

## III. SCOPE OF SERVICES

The CONTRACTOR will provide the services described in **Attachment B, C, and 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

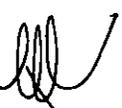
-  A. The PRDOH agrees to pay the CONTRACTOR for allowable Services rendered under this Agreement in accordance with the rates and amounts described in **Attachment D** of this Agreement.
-  B. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **FIVE MILLION, ONE HUNDRED AND THIRTY THREE THOUSAND, FIVE HUNDRED AND SIXTY DOLLARS (\$5,133,560.00); Account Number: RO1A01ADM-DOH-NA 4190-10-000.**
- C. Such payment shall be compensation for all allowable services required, performed and accepted under this Agreement included in **Attachment B, C and E.**
- D. Any additional funds to complete the services requested by the PRDOH 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 PRDOH 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 PRDOH determines that the

submitted invoice and supporting documents are acceptable, then the invoice will be approved for payment.

- F. An authorized representative of the PRDOH will review each invoice and, if adequate, will approve and process its payment. Payments to the CONTRACTOR shall be made by check or electronic funds transfer (EFT). PRDOH 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. In order for the CONTRACTOR to receive payment for any work performed hereunder, the following certification must be included in each application for payment or invoice submitted to the PRDOH for payment:

**"Under penalty of absolute nullity, I certify that no public servant of the government entity is a party to or has an interest in the profits or benefits that are the product of the contract subject of this invoice, and to be a party to or have an interest in the profits or benefits of resulting from the contract, under this invoice a prior dispensation has been issued. The sole consideration to furnish the contracted goods or services subject of the contract is the payment agreed upon with the authorized representative of the parties. The amount that appears in the invoice is fair and correct. The work has been performed, the products have been delivered and the services rendered, and no payment has been received for them."**

#### V. REIMBURSABLE EXPENSES

 The PRDOH 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 the PRDOH, 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 the PRDOH's 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 the PRDOH, in document form or as computer program data, and the CONTRACTOR recognizes the PRDOH's right to request such documentation or computer program data. If the CONTRACTOR fails to deliver said information, the PRDOH may seek a judicial order to enforce its rights.
- B. Proof of expenditures incurred by the CONTRACTOR on behalf of PRDOH shall be made available to PRDOH. 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 the PRDOH examination at all reasonable times during the term of this Agreement, and up to five (5) years after termination.

### VIII. DOCUMENTATION AND RECORKEEPING

- 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** the PRDOH and auditors to have access to the CONTRACTOR'S records and financial statements as necessary for the PRDOH to meet its audit requirements under the Federal award.
- C. Record Retention and Transmission of Records to the PRDOH:** Prior to close out of this Agreement, the CONTRACTOR must transmit to the PRDOH records sufficient for the PRDOH 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 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.

### IX. NON-DISCLOSURE AND CONFIDENTIALITY

- A. Confidential Information; Definition:** The term Confidential Information as used throughout this Section, means any information concerning PRDOH operations and that of its CONTRACTOR (e.g., the projects, computer processing systems, object and source codes and other PRDOH 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 PRDOH 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 PRDOH express written authorization, signed by the Secretary of the PRDOH, 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 PRDOH express written authorization, signed by an authorized representative of PRDOH, and will not remove any copy or sample of Confidential Information without prior written authorization from PRDOH. CONTRACTOR retains the right to control its work papers subject to these confidentiality provisions.

- C. Return Documents:** Upon receipt of written request from the PRDOH, CONTRACTOR will return to PRDOH 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:** CONTRACTOR acknowledges and agrees that a breach of the provision of subparagraph B and C of this Section will cause PRDOH to suffer irreparable damage that could not be remedied or compensated adequately only by mere monetary retribution. CONTRACTOR **further** agrees that money damages may not be a sufficient remedy for any breach of this Section. Accordingly, the CONTRACTOR agrees that PRDOH 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 PRDOH by law, equity or otherwise.

#### **X. TERMINATION**

- A. Termination for Cause or Default:** The PRDOH may terminate this Agreement, in whole or in part, because of CONTRACTOR'S failure to fulfill any of its obligations. The PRDOH 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 the PRDOH 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 the PRDOH for damage sustained to PRDOH CDBG-DR Program by virtue of any breach of the Agreement by the CONTRACTOR. The PRDOH 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 PRDOH by the CONTRACTOR. PRDOH 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:** The PRDOH may terminate this Agreement, in whole or in part, whenever the PRDOH determines that such termination is necessary or convenient to the Agency. The PRDOH 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 PRDOH all information, studies and other materials property of the PRDOH. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination. PRDOH 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:** The PRDOH 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, the PRDOH 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. The PRDOH 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:** The PRDOH may terminate this Agreement, in whole or in part, at PRDOH's sole discretion, with or without cause, at any time. The PRDOH 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 PRDOH all information, studies and other materials property of the PRDOH. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination.
- E. Suspension:** The PRDOH may suspend this Agreement in whole or in part at any time for the PRDOH's convenience. The PRDOH shall give the CONTRACTOR five 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, the PRDOH shall have the right to the immediate termination of this Agreement notwithstanding, any provisions to the contrary herein. This Section will apply in the event of any judgment that may obligate the PRDOH to terminate the Agreement pursuant to Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico.
- 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 the PRDOH with the transition of services assigned to CONTRACTOR by the PRDOH. CONTRACTOR shall provide to the PRDOH the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the Services to the PRDOH or a third party designated by the PRDOH. 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 the PRDOH during the Transition Period.

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

## XI. PENALTIES AND LIQUIDATED DAMAGES

### A. Penalties and Liquidated Damages

1. **Penalties.** 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, PRDOH may impose sanctions against the CONTRACTOR for any default in accordance with **Attachment E** and this Section. Refer to Procurement Manual and Contract Requirements, Art. XII, Section 2(a.), and all required provisions set forth at 2 C.F.R. § 200.326 and 24 C.F.R. § 570.489(g).
2. If the CONTRACTOR fails to comply with federal statutes, regulations or the terms and conditions of the Agreement, PRDOH 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.
3. **Liquidated damages.** The CONTRACTOR shall pay to PRDOH in accordance with **Attachment E**, as liquidated damages, \$500 for each calendar day that a deliverable required is late until deemed in compliance subject to a maximum of \$5,000 established in this Agreement between PRDOH and the CONTRACTOR. Said sum, in view of the difficulty of accurately ascertaining the loss which PRDOH will suffer by reason of delay in the completion of the Work hereunder, is hereby fixed and agreed as the liquidated damages that PRDOH 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 PRDOH's right to indemnification, or the CONTRACTOR'S obligation to indemnify the PRDOH pursuant to this Agreement, or to any other remedy provided for in this Agreement or by Law. Liquidated damages may be assessed at the sole discretion of PRDOH. For the purpose of applying and calculating such liquidated damages, a grace period of ten (10) days shall be observed. The PRDOH 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 the PRDOH per the formula above, the CONTRACTOR shall be liable to pay the difference.

## XII. LIABILITY

In no event, the PRDOH 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 PRDOH, 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 PRDOH certificates of insurance.

### **XIII. 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 the PRDOH's requirements as set forth required 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 PRDOH with original and two (2) certified copies of the insurance policies described in **Attachment F** and any other evidence PRDOH 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 PRDOH.

 The PRDOH 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. 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 PRDOH and its respective officers, agents and employees.
3. The insurer shall be required to give PRDOH written notice at least ninety (90) days in advance of any cancellation or material change in any such policies.

 The CONTRACTOR shall furnish to PRDOH, 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 PRDOH TO PROCEED.

Renewal Certificates of Insurance or such similar evidence is to be received by the Procurement Department prior to expiration of insurance coverage. At PRDOH's option, non-compliance will result in one or more of the following actions: (1) The PRDOH 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 PRDOH 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 ninety (90) days written notice to be given to PRDOH 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 PRDOH shall apply in excess of and will not contribute with insurance provided by the CONTRACTOR under this Agreement.

### XIV. HOLD HARMLESS

The CONTRACTOR and its affiliates, its successors and assignees will indemnify the PRDOH 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.

### XV. 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 Act of God including inclement weather, herein collectively referred to as *Force Majeure* during the term of this Agreement, neither the PRDOH 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, the PRDOH of the occurrence of the *Force Majeure* event and describe in reasonable detail, the nature of the *Force Majeure* event.

#### **XVI. INDEPENDENT CONTRACTOR**

The relationship of the CONTRACTOR to PRDOH 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 PRDOH. Nothing contained herein shall be deemed to create the relationship of employer/employee, principal/agent, joint venture or partner between the CONTRACTOR and PRDOH. 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 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 PRDOH, 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.

#### **XVII. 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: PRDOH

Hon. Fernando Gil-Enseñat  
606 Barbosa Ave.  
Juan C. Cordero Dávila Bldg.  
San Juan, PR 00918

To: CONTRACTOR

Tere Suárez Castro  
Publicidad Tere Suárez, LLC  
PO Box 362319  
San Juan, PR 00936-2319

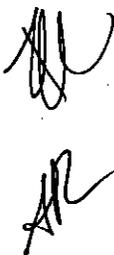
### XVIII. THIRD PARTIES

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

### XIX. SUBCONTRACTS

**A. General:** CONTRACTOR shall ensure all subcontracts follow 2 C.F.R. 200 as well as any applicable HUD rules and regulations. All subcontracts shall contain the applicable provisions described in Appendix II to Part 200 "Agreement Provisions for non-Federal Entity Agreements Under Federal Awards" as well as applicable provisions set forth in 2 C.F.R. § 200.101. The PRDOH shall review subcontracts as part of the compliance monitoring and oversight process performed by PRDOH or upon request.

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

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

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

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

### XX. SECTION 3 CLAUSE



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

- B. The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 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 C.F.R. 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 C.F.R. 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 C.F.R. 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 Agreement is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR'S obligations under 24 C.F.R. Part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

**XXI. 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) and the following provisions:

- A. **Compliance with Executive Order 24:** Pursuant to Executive Order 24 of June 18, 1991, the CONTRACTOR certifies and guarantees that at the signing of this Agreement it has filed all the necessary and required income tax returns to the Government of Puerto Rico for the last five (5) years. The CONTRACTOR further certifies that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Government of Puerto Rico. The CONTRACTOR shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONTRACTOR will be given a specific amount of time by the PRDOH to produce said documents. During the term of this Agreement, the CONTRACTOR agrees to pay and/or to remain current with any repayment plan agreed to by the CONTRACTOR with the Government of Puerto Rico.
- B. **Compliance with Executive Order 52:** Pursuant to Executive Order 52, of August 28, 1992 amending EO-1991-24, the CONTRACTOR certifies and warrants that it has made

all payments required for unemployment benefits, workmen's compensation and social security for chauffeurs, whichever is applicable, or that in lieu thereof, has subscribed a payment plan in connection with any such unpaid items and is in full compliance with the terms thereof. The CONTRACTOR accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each and every CONTRACTOR and subcontractor whose service the CONTRACTOR has secured in connection with the services to be rendered under this Agreement and shall forward evidence to PRDOH as to its compliance with this requirement.

**C. Social Security and Income Tax Retentions:** The CONTRACTOR will be responsible for rendering and paying the Federal Social Security and Income Tax Contributions for any amount owed as a result of the income from this Agreement.

**D. Government of Puerto Rico Municipal Tax Collection Center (CRIM, for its Spanish acronym):** The CONTRACTOR certifies and guarantees that at the signing of this Agreement it has no current debt with regards to property taxes that may be registered with the Government of Puerto Rico's Municipal Tax Collection Center. The CONTRACTOR further certifies to be current with the payment of any and all property taxes that are or were due to the Government of Puerto Rico. The CONTRACTOR shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONTRACTOR will deliver upon request any documentation requested under this clause as per request of PRDOH. During the Term of this Agreement, the CONTRACTOR agrees to pay and/or to remain current with any repayment plan agreed to by the CONTRACTOR with the Government of Puerto Rico with regards to its property taxes.

**E. Income Tax Withholding:** The PRDOH shall retain the corresponding amount from all payments made to the CONTRACTOR, as required by the Puerto Rico Internal Revenue Code. The PRDOH will advance such withholdings to the Government of Puerto Rico's Treasury Department (known in Spanish as *Departamento de Hacienda del Gobierno de Puerto Rico*). The PRDOH will adjust such withholdings provided the CONTRACTOR produces satisfactory evidence of partial or total exemption from withholding.

**F. Act No. 48 of June 30, 2013:** It is established that all contracts, except those granted to non-profit entities, for professional services, consultancy, advertising, training or guidance, granted by an agency, dependency or instrumentality of the Government of Puerto Rico, public corporation, as well as the Legislative Branch, the Office of the Comptroller, the Office of the Citizen Procurator and the Judicial Branch, a special contribution will be imposed equivalent to one point five (1.5) percent of the total amount of said contract, which will be destined to the General Fund.

**Government of Puerto Rico's Agency for the Collection of Child Support (ASUME, for its Spanish acronym):** The CONTRACTOR certifies and guarantees that at the signing of this Agreement that the CONTRACTOR nor any of its Partners, if applicable, have any debt or outstanding debt collection legal procedures with regards to child support payments that may be registered with the Government of Puerto Rico's Child Support Administration. The CONTRACTOR hereby certifies that it is a limited liability company organized and existing in good standing under the laws of the Government of Puerto Rico. The CONTRACTOR shall present, to the satisfaction of PRDOH, the necessary documentation to substantiate the same. The CONTRACTOR will be given a specific amount of time by PRDOH to deliver said documents.

**G. Compliance with Act No. 1-2012:** The CONTRACTOR hereby certifies that in signing this Agreement it is in compliance with Act No. 1 of January 3, 2012, as amended, known

as the Ethics Act of the Government of Puerto Rico, which in connection with the possibility of a conflict of interest, stipulates that, no employee or executive of the CONTRACTOR, nor any member of his/he immediate family (spouse, dependent children or other members of his/her household or any individual whose financial affairs are under the control of the employee) shall have any direct or indirect pecuniary interest in the services to be rendered under this Agreement, except as may be expressly authorized by the Governor of Puerto Rico in consultation with the Secretary of Treasury and the Secretary of Justice of the Government.

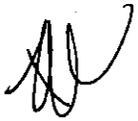
- H. The CONTRACTOR certifies that it **does not receive payment or compensation** for regular services rendered as an official or public employee to another government entity, agency, public corporation or municipality, and knows the **ethical standards of his profession** and assumes responsibility for his actions.
- I. **Consequences of Non-Compliance:** The CONTRACTOR expressly agrees that the conditions outlined throughout this Section are essential requirements of this Agreement; thus, should any one of these representations, warrants, and certifications be incorrect, inaccurate or misleading, in whole or in part, there shall be sufficient cause for PRDOH to render this Agreement null and void and the CONTRACTOR reimburse to PRDOH all moneys received under this Agreement.

## XXII. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. §1352

The CONTRACTOR certifies, to the best of his or her knowledge, that:

-  A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Forms-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. 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 sub recipients 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 Disclosure Act of 1995). The CONTRACTOR acknowledges that 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. The CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.
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### XXIII. EQUAL OPPORTUNITY

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. When applicable, the CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
-  D. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented by the rules, regulations, and relevant orders of the United States Secretary of Labor.
-  E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
-  G. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (F) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, 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 administering agency may direct as a means of enforcing such

provisions, including sanctions for noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

#### **XXIV. CLEAN AIR ACT**

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

#### **XXV. WATER POLLUTION CONTROL ACT**

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

#### **XXVI. 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 3000. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The CONTRACTOR must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C 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 PRDOH. 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 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of sub recipient), 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 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1. CONTRACTOR

- a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- b) Meeting contract performance requirements; or
- c) At a reasonable price.

2. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

**XXVII. 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.

**XXVIII. 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 or local rules, regulations, or policies relating to CDBG-DR and CDBG program services. This includes without limitation, applicable Federal Registers; 2 C.F.R. § 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**.

**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 PRDOH may deem this Agreement null and void, and terminate this Agreement without notice.

**XXXII. ENTIRE AGREEMENT**

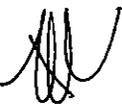
This Agreement and all its attachments represent the entire and integrated agreement between PRDOH and the CONTRACTOR and supersede all prior negotiations, representations, agreements and/or understandings of any kind. This Agreement may be amended only by written document signed by both PRDOH and the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

**XXXIV. BINDING EFFECT**

This Agreement shall be binding upon and shall inure to the benefit of PRDOH 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 PRDOH, 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. 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.

**XXXVIII. 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.

**XXXIX. 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.

**XL. ETHICS CLAUSE**

According to Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, no employee or officer of PRDOH as well as any member of their families can have any interest in the earnings or benefits from this Agreement. CONTRACTOR also acknowledges receipt of the Ethics Code for Producers, Suppliers, and Applicants of Economic Incentives from the Government of Puerto Rico Agencies known in Spanish as "*Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos de las Agencias Ejecutivas del Estado Libre Asociado de Puerto Rico*".

**XLI. 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 PRDOH 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 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. The PRDOH may, however, terminate the Agreement for the convenience of PRDOH 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, the PRDOH 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.

**XLII. NON-CONVICTION**

 The CONTRACTOR certifies that it has not been convicted nor accused of a felony or misdemeanor against the government, public faith and function, or that involves public property or funds, either federal or local in origin. Furthermore, CONTRACTOR also certifies that:

- A. It has not been convicted, nor has pleaded guilty at a state or federal bar, in any jurisdiction of the United States of America, of crimes consisting of fraud, embezzlement or misappropriation of public funds, as stated in Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits the award of Offers or government contracts to those convicted of fraud, misappropriation of public fund.
- B. It understands and accepts that any guilty plea or conviction for any of the crimes specified in Article 3 of said Act, will also result in the immediate cancellation of any contracts in force at the time of conviction, between the undersigned and whichever Government Agencies, Instrumentalities, Public Corporations, Municipalities and the Legislative or Judicial Branches.
- C. It declares under oath the above mentioned in conformity with what is established as in Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits awarding Offers for government contracts, to those convicted of fraud, embezzlement or misappropriation of public funds.
- D. The CONTRACTOR represents and guarantees that none of its employees, officials or agents have been convicted of a felony or misdemeanor. Moreover, the CONTRACTOR agrees to notify PRDOH should any employee, official, or agent is convicted of a felony or misdemeanor after the date of this Agreement. Said notice shall be made within ten (10) days from the time of the conviction.

#### **XLIII. 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 PRDOH if any of its employees is convicted of a criminal drug offense in the workplace no later than ten (10) days after such conviction.

#### **XLIV. 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.

#### **XLV. ACT NO. 18 OF OCTOBER 30, 1975**

 The parties to this Agreement agree that its effective date will be subject to the due registration and remittance to the Office of the Comptroller of Puerto Rico. No rendering or consideration subject matter of this Agreement will be required before its registration at the Office of the Comptroller of Puerto Rico pursuant to Act No. 18 of October 30, 1975, as amended. The CONTRACTOR will be responsible for ensuring that this Agreement has been registered before the rendering of services by requesting a copy of the registered Agreement with its proper number and date of registry. No services under this Agreement will continue to be delivered after its effective date unless at the expiration date, an amendment signed by both parties and duly registered exists. No services performed in violation of this provision will be paid. The party violating this clause will be doing so without any legal authority, this action will be deemed as *ultra vires*.

**XLVI. MEMORANDUM NO. 2017-001; CIRCULAR LETTER 141-17 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO)**

- A. Interagency Services Clause:** Both contracting parties acknowledge and agree that services retained may be provided to any entity of the Executive Branch with which the contracting entity makes an interagency agreement or by direct provision of the Office of the Chief of Staff of the Governor (*Secretario de la Gobernación*). These services will be performed under the same terms and conditions in terms of hours of work and compensation set forth in this Agreement. For purposes of this clause, the term "Executive Branch entity" includes all agencies of the Government of Puerto Rico, as well as public instrumentalities and corporations and the Office of the Governor.
- B. Termination Clause:** The Chief of Staff (*Secretario de la Gobernación*) of the Governor shall have the power to terminate this Agreement at any time.

**XLVII. ACT NO. 168 OF AUGUST 12, 2000**

The CONTRACTOR is in full compliance with Act No. 168 of August 12, 2000, as amended, better known as the Law for the Strengthening of Family Support and Support for Older Persons.

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

**DEPARTMENT OF HOUSING**

**PUBLICIDAD TERE SUÁREZ, LLC**



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**Fernando A. Gil-Enseñat, Esq.**  
Secretary  
Tax ID No. 660-55-8579

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**Tere Suárez Castro**  
President  
Tax ID. Number 660-52-3376  
DUNS Num. 04-441-8577



## BID BOARD

### PUBLIC RELATIONS SERVICES CDBG-DR-RFP-2018-08

### RESOLUTION OF AWARD

Date: March 4, 2019

Time: 9:13 pm

The Bid Board of the Puerto Rico Department of Housing (the "Board"), with quorum duly constituted, and pursuant to Article II, Section 1 (e) of the "Puerto Rico Department of Housing Procurement Manual and Contractual Requirements for the CDBG-DR-Program" (the "Manual"), has determined to award the Request for Proposal for Public Relations Services to Publicidad Tere Suárez, LLC's a responsive and responsible firm whose Proposal is the most advantageous to the PRDOH in terms of price and other evaluation factors, including qualifications and work approach set forth in the **CDBG-DR-RFP-2018-08 ("RFP 2018-08")**, dated November 15, 2018.

*ML*  
*ML*  
The PRDOH issued the Request for Proposal Number **CDBG-DR-RFP-2018-08 ("RFP")** to select public relations firms or professionals to assist in promoting successful public relations in accordance to Federal and Government requirements in connection with appropriated disaster assistance funding related to the allocations granted to the Government of Puerto Rico under the CDBG-DR allocation.

The PRDOH issued the **CDBG-DR-RFP-2018-08** seeking, for the second time, to pre-qualify Proposers to help to implement successful public relations projects that will aid in the PRDOH's objectives of promoting and diffusing the program initiatives and related information for the for the duration of the allocated funds under the CDBG-DR grant in accordance with the Action Plan.

At the first time, the Evaluation Committee issued an Evaluation Report and concluded that the Proposals submitted under the RFP CDBG-DR-RFP-2018-01 failed to comply with all the Mandatory Requirements specified in the RFP and accordingly did not proceed with further consideration. As established in the Report, the Proposers failed to comply with Section 6.1.4 regarding the Financial Requirements. On October 18, 2018, Rafael H. Vázquez-Muñiz, Director of the Procurement Area submitted to Dennis G. González-Ramos, PE, MEM, former President of the Department of Housing Bid Board for consideration and approval,

the cancellation of the CDBG-DR-RFP-2018-01 for the solicitation of Public Relations services. Mr. Vazquez Muñiz also recommended the reevaluation of the financial requirements included in Section 6.1.4 for a future procurement process for Public Relation Services. It was stated in the communication, that these requirements may have been too high, which somehow restricted the solicitation of these services. In addition, the revision of the mandatory requirements to lower levels may open the procurement process to more qualified Proposers in a full and open competition that responds to the best public interest. On October 29, 2018, the Bid Board issued a Resolution of Cancellation of the CDBG-DR-RFP-2018-01, then PRDOH revised the requirement and began a new bidding process.

The PRDOH made the Independent Cost Estimate (ICE) for \$5,420,000.00 using market prices and experiences with this type of services. The ICE was used as an objective basis for determining the price proposal reasonableness and in support for the request of certification of funds. On November 9, 2018 a Certification of Funds in the amount of \$5,420,000.00 was issued by the PRDOH's Finance and Administration Department.

After a careful evaluation of the requirement standards, the line of questioning of previous Proposers, and considering the recommendations by the Director of the Procurement Area, the Financial Requirements in this RFP were modified. Section 6.1.4 of this RFP 2018-8 requested an unencumbered line of credit of a minimum of \$150,000.00 with a financial institution; or one or more accounts in a financial institution with an available balance of \$150,000; or a combination thereof totaling no less than \$150,000. The Proposers shall also provide financial statements, including income statements and balance sheets.

The Public Notice for the **RFP-2018-08** was published on November 14, 2018, through the RUS and CDBG-DR website. The RFP 2018-08 set December 4, 2018 no later than 2:00 p.m. as the submission date and time for all Proposers to submit their Proposals. On November 27, 2018, Addendum 1 made part of the RFP, to include an amended Exhibit A-2 - Qualification and Work Approach Checklist and Attachment 4 - Answer to Questions and Requests for Clarifications.

In response to the **RFP 2018-08**, on December 4, 2018, the PRDOH Procurement Office received two proposals: **Hill & Knowlton, P.R., Inc. and Publicidad Tere Suarez, LLC** (the "Proposals"). According to the PRDOH Administrative Order 18-62 dated December 6, 2018, the Evaluation Committee was appointed as follows: Mrs. Fiorella Grioni McNamara, President, Ms. Adrianna I. Molina Cordero and Mr. Carlos Rubén Rodríguez Ruíz.

distributed the costs as follows: Total Monthly Cost of \$142,500.00 with a Maximum Annual Cost of \$1,710,000.00 and an Allowance of \$2,000,000.00. The Hourly Rates as estimated by PRDOH include overhead, profit, royalties, reimbursements, as well as any other additional fees and administrative costs applicable to the services. The contractor will provide the Services on a per call basis. The Services will be invoice based on actual hours worked by each resource. **Publicidad Tere Suárez, LLC Cost Proposal is \$5,133,560.00.**

**Table 1: Comparison of ICE with Publicidad Tere Suárez, LLC's Cost Proposal**

Position	ICE		Proposer		% Difference	
	Rate	Monthly Cost	Rate	Monthly Cost	Rate	Monthly Cost
Project Manager	150.00	25,950.00	150.00	25,950.00	0%	0%
Coordinator	75.00	25,950.00	90.00	31,140.00	16%	20%
Translation/Editor	75.00	24,000.00	85.00	27,200.00	12%	13%
Graphic Designer	100.00	32,000.00	50.00	16,000.00	-77%	-50%
Assistant	40.00	34,600.00	35.00	30,275.00	-17%	-13%
<b>Total Per Month:</b>		<b>142,500.00</b>		<b>130,565.00</b>		<b>-8%</b>
Total for One (1) Year:		1,710,000.00		1,566,780.00		-8%
<b>Total for Two (2) Years:</b>		<b>3,420,000.00</b>		<b>3,133,560.00</b>		<b>-8%</b>
<b>Allowance:</b>		<b>2,000,000.00</b>		<b>2,000,000.00</b>		<b>0%</b>
<b>Total Proposal Cost:</b>		<b>5,420,000.00</b>		<b>5,133,560.00</b>		<b>-8%</b>

According to the information provided by the CDBG-DR Procurement Office Director, William G. Rios Maldonado, Esq., Publicidad Tere Suárez, LLC remained as the sole qualified Proposer for Public Relations Services under CDBG-DR. The Cost Proposal submitted by Publicidad Tere Suárez, LLC, is 8% lower than the PRDOH ICE. As the ICE was prepared by the PRDOH based on existing market conditions and previous experiences with public relations services, Publicidad Tere Suárez, LLC Cost Proposal is one of reasonable cost.

The Procurement Office Director recommended, pursuant to Article VIII, Section 7 of the Procurement Manual and Contractual Requirements for CDBG-DR (CDBG-DR Manual), a Noncompetitive Proposals Award to Publicidad Tere Suárez, LLC. The CDBG-DR Manual allows a Noncompetitive Proposal Award when the award of a contract is not feasible because after solicitation of a number of sources, the competition is determined inadequate. The PRDOH issued two Request for Proposals for Public Relations Services. Both RFP were published in the PRDOH CDBG-DR website as well as in the RUS for all interested entities to participate. The procurement process for Public Relations Services were conducted in such manner providing full and open competition. Notwithstanding the efforts, it was not possible for the PRDOH to achieve enough

Proposers to participate in the procurement process to acquire the public relations services. Under these circumstances, Procurement Office Director concluded that competition is inadequate.

The Procurement Office indicated that Publicidad Tere Suárez, LLC. is qualified and eligible to receive an award, including the fact that the Proposer is not suspended, debarred, or under a HUD imposed Limited Denial Participation.

Pursuant the recommendation issued by the CDBG-DR Procurement Office regarding the process for the acquisition of Public Relations Services under Request for Proposal Number CDBG-DR-RFP-2018-08 (RFP-2018-08), Publicidad Tere Suárez, LLC is a responsive and responsible firm whose Proposal is advantageous to the PRDOH, with price reasonableness and other factors considered. The Public Relations Services will be awarded through the Non Competitive Proposal Method pursuant to Article VIII, Section 7 of the CDBG-DR Manual, on account that, after solicitation of several sources, competition resulted inadequate.

The Contracting Officer shall approve in writing the justification for the Noncompetitive Proposal Award as required in the CDBG-DR Manual.

 Signed by:

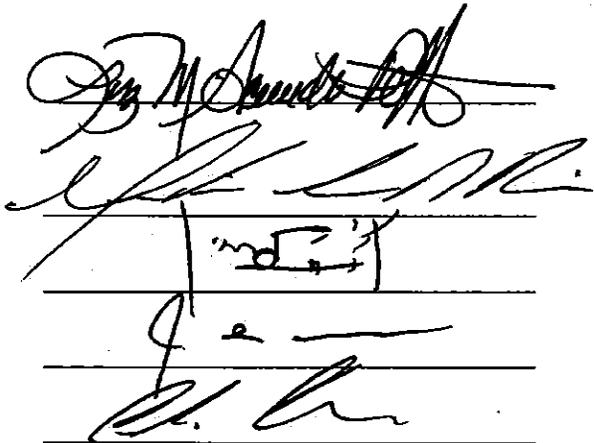
Eng. Luz M. Acevedo Pellot, P.E.  
Chairman

Ms. Niurka E. Rivera Rivera

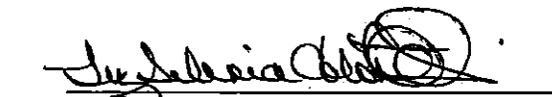
Mr. Joel Ayala Martínez, Esq.

Mr. José Torres Echevarría

Mr. César Candelario Candelario



**CERTIFICATION:** I hereby certify that I have delivered the original of the Resolution to William G. Rios Maldonado, Esq., Procurement Director under CDBG-DR, on this 6 of March, 2019.



Luz S. Colón Ortiz  
Secretary, Bid Board



## Public Relations Services Under CDBG-DR

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### A Proposal for the Puerto Rico Department of Housing

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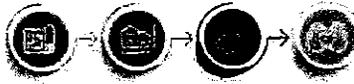
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### 1.0 Exhibit A-2: Qualifications and Work Approach Proposal Checklist

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Publicidad Tere Suárez has provided Exhibit A-2: Qualifications and Work Approach Proposal Checklist on the following page.

*TS*  
*TS*



GOVERNMENT OF PUERTO RICO  
 Department of Housing

EXHIBIT A-2  
**QUALIFICATIONS AND WORK APPROACH PROPOSAL CHECKLIST**  
 Request for Proposals  
 Public Relations Services  
 Community Development Block Grant – Disaster Recovery  
 CDBG-DR-RFP-2018-08

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. The PRDOH reserves the right to reject any Proposal that does not fully satisfy these requirements. Proposer shall mark its initials in the space provided below to indicate its 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

Tab	Initials	First-Tier Sub. Applicability	Document Description
			Company Cover Page
			Proposal is bound into a single document using plastic comb or metal ring binders at the left margin of the page
			One (1) original of the Proposal Three (3) physical copy of the Proposal One (1) electronic copy of the Proposal One (1) redacted copy of the Proposal (if applicable)
1	<i>AR</i>	✓	<b>Exhibit A-2:</b> Qualifications and Work Approach Proposal Checklist
2	<i>AR</i>	✓	<b>Exhibit C:</b> Statement of Qualifications
3	<i>AR</i>	✓	Company's Profile
4	<i>AR</i>		Organizational Chart
5	<i>AR</i>		Key Staff Résumé and Professional Information

*AR*  
*AR*

Exhibit A-2 – Qualifications and Work Approach Proposal Checklist  
CDBG-DR-RFP-2018-08  
Community Development Block Grant – Disaster Recovery  
Page 2 of 2

Tab	Initials	First-Tier Sub. Applicability	Document Description
6	<i>TS</i>		Work Approach
7	<i>n/a</i>		First-Tier Subcontractor Information (if applicable)

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

11-28-2018  
\_\_\_\_\_  
Date

*TS*  
*AK*

Teresa Suárez/ President  
\_\_\_\_\_  
Proposer's Printed Name



## 2.0 Exhibit C: Statement of Qualifications

Publicidad Tere Suárez has provided Exhibit C: Statement of Qualifications on the following page.

*Handwritten initials or marks, possibly "TS" and "AR".*



GOVERNMENT OF PUERTO RICO  
Department of Housing

Proposer's Initials:

EXHIBIT C  
STATEMENT OF QUALIFICATIONS  
Request for Proposals  
Public Relations Services  
Community Development Block Grant - Disaster Recovery  
Puerto Rico Department of Housing  
CDBG-DR-RFP-2018-08

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

1. Entity Data:

1.1. Proposer's / First-Tier Subcontractor's Identification:

<u>Publicidad Tere Suarez</u> <small>(Legal Name)</small>	<u>1995</u> <small>(Year of Establishment)</small>	<u>66-0523376</u> <small>(Tax ID)</small>
<input type="checkbox"/> First-Tier Subcontractor		<u>044418577</u> <small>(D-U-N-S Number)</small>

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

<u>Teresa Suárez-Castro</u> <small>(Name)</small>	<u>President</u> <small>(Position)</small>
--	---

1.3. Physical Address:

<u>Hostos #466</u> <small>(Address Line 1)</small>		
<u>Urb. El Vedado</u> <small>(Address Line 2)</small>		
<u>San Juan</u> <small>(City)</small>	<u>PR</u> <small>(State)</small>	<u>00918</u> <small>(Zip Code)</small>

1.4. Mailing Address:

<u>PO Box 352319</u> <small>(Address Line 1)</small>		
<u></u> <small>(Address Line 2)</small>		
<u>San Juan</u> <small>(City)</small>	<u>PR</u> <small>(State)</small>	<u>00936-2319</u> <small>(Zip Code)</small>

1.5. Contact Information:

<u>787-250-5555</u> <small>(Telephone Number)</small>	<u>787-250-8787</u> <small>(Facsimile Number)</small>	<u>suarez@teresuarez.com</u> <small>(Email Address)</small>
--	--	--

1.6. The Entity is a(n):

<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Other (Specify)
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Joint Venture	<u>LLC</u>

1.7. If a corporation, indicate all that apply:

<input type="checkbox"/> Publicly Held	<input checked="" type="checkbox"/> Privately Held	<input type="checkbox"/> Subsidiary
--	--	-------------------------------------

Proposer's Initials: 

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
Teresa Suarez-Castro	787-960-2220	suarez@teresuarez.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ernesto Rodriguez	787-360-2444	ernesto@prmail.net	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jorge Suarez	787-753-6612	jsuarez@computerinn.com	<input checked="" 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 company's profile. See Tab \_\_\_\_
- 2.2. **Organizational Chart:** Attach to this Statement of Qualifications the Organizational Chart for the Services. See Tab \_\_\_\_
- 2.3. Has the Bidder 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 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 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.

Information on child rearing from the very early stages while promoting the best care for children even before being born.

3 Popular Mortgage Last year we the launched "MI Case", a digital series that represents our most recent "first" in the mortgage category. Over 10 years of economic depression affected most sectors of the market in Puerto Rico, and the mortgage category was no exception. In the midst of instability, we chose to be different, reinforcing solutions and family values. We felt a need to place the emphasis where it belongs. Thus, as the series highlights the importance of family and community in our lives, the importance of having a home is enhanced. In a 360° marketing campaign, we engaged the audience motivating them to access the website and enjoy the episodes of the very first web series in branded entertainment for the financial industry. The compelling and relevant story effectively reinforced the bond between Popular Mortgage and its audience through a content far more convincing and engaging than a traditional image campaign would.

According to a Gather Omnibus Study, 62% of viewers were motivated by the series to consider Popular Mortgage when purchasing a property. Furthermore, in a positively disruptive way the series underlines the significance of having an inclusive family where diversity is embraced. This probably helped obtain the highest top-of-mind awareness under the paid. Owned, and Earned Media touchpoints. The way in which the brand,

Mr. Silvio Lopez Senior Vice President 787-965-2800

4 Policia de PR Not One Bullet More. No more deaths on New Years Eve. It was no easy task to develop an effective campaign against stray bullets on New Years Eve. Because police alone cannot put a stop to innocent victims from being killed. In a highly politicized country like ours and on an election year (2012), we needed an icon that would unite us all: the Puerto Rican flag. In a full-media campaign, our blood-stained national flag represented the effect of senseless killings on the whole of society. The campaign provoked spontaneous reactions from all kinds of people including celebrities, reporters, and community leaders. Several TV stations and outdoor media companies joined our efforts, providing free placement. This helped increase awareness on the most important part of our strategy: creating a Facebook page with an application where individuals could upload their own personal

Mr. Jose E Figuerero-Sanchez Ex Superintendent of the Puerto Rico Police 347-229-6988

It became an instant success in less than 2 weeks: Because videos and messages supporting the cause went viral the flag was restored by New Year's Eve. Out of 1,283,300 active users in Puerto Rico, 463,162 unique users were reached. Puerto Ricans in more than 20 countries supported the movement and shared the message among their friends. On New Year's Eve, the page received confidential messages from users reporting nearly 300 deaths from stray bullets that night. The campaign received a CLIO award in public relations.

Proposer's Initials:

5	Policia de Puerto Rico	<p>video message exhorting others to not shoot to the air on this New Year's Eve. The flag appeared completely stained with blood yet the amount of messages in support would testie our flag, bringing back its true colors.</p> <p>Our first challenge was to improve the public image of the Police Department for a more respectful relationship among officers and the community. The campaign, entitled "With dignity and respect", presented testimonials of several officers (male and female) who spoke candidly about their own lives and vocation to serve.</p>	\$2,720,404.00	14 months	06-30-2012	<p>It accomplished the goal of improving their public image by Mr. José Figueroa-Sancha        Ex Superintendent of the        Puerto Rico Police</p> <p>347-229-6988</p>
6	Policia de Puerto Rico	<p>Then Governor Luis Fortuño commissioned the agency to develop a very important campaign aimed at the voluntary surrender of illegal arms across the island. This type of campaign had been done before with meager results. The time, as the war among the drug lords was out of control and innocent lives were being taken in the frequent shoot-outs at public places, the actual purpose of the campaign was to reveal the nefarious consequences of belonging to the criminal world and promoting the voluntary surrender of illegal arms. To accomplish our challenging goal, we sought a way to reach our unusual target audience with a compelling message. We decided to use the testimonies of real prisoners confined to one of the most dreaded penal institutions in the country. In their own words, the men talked about their life experiences and urged their audience to voluntarily surrender their illegal arms.</p>	\$480,000.00	6 months	06-30-2012	<p>After a 3-month long campaign, many more arms than ever expected were collected at the designated sites.        Mr. José Figueroa-Sancha        Ex Superintendent of the        Puerto Rico Police</p> <p>347-229-6988</p>
7	Departamento de la Familia	<p>The campaigns we developed for the Dept. of the Family pursued a dual objective: to inform the audience of the services provided by the institution while educating the public and promoting those values and attitudes that help construct a better society.        Among the many campaigns we did, one particularly stands out: "Promesa de Hombre" (A man's promise). This was a federally-funded, 360° initiative that included mass media ads, assemblies and workshops around the island to help families cope with everyday problems in a healthy non-dysfunctional way. The rationale</p>	\$306,832.00	16 months	09-30-2012	<p>The campaign was a success in accomplishing its objectives.        Ms. Yanitza Rizarry        Ex Secretary Department of the        Family</p> <p>787-427-4075</p>

Proposer's initials: 



SP

Proposer's Initials: 

was that as families obtain the right skills to manage difficult situations, quality of life also improves in the community, in society, and in the whole country. The objective was to promote family values by concentrating on the male role, especially as a father and role model to his children. We wanted to emphasize on the importance of treating others with respect (especially the wife and mother of his children) and on the value of imparting constructive discipline vs. infringing punishment. This would lead to a life commitment, a man's pledge to uphold basic, universal values in order for his children to grow not just physically healthy but emotionally sound, ultimately playing a role and adding their own two pennies to a nobler and ethical society.

8	Popular Mortgage All of a sudden neighborhoods and practically all new residential developments had access control. All of a sudden it was not that easy to bring promotions to your potential clients. The solution came from consumer insight: children love the ice cream bus coming to their neighborhood. We designed Popular Mortgage's own Mr. Softee getting into neighborhoods to hand out free ice cream cones and mortgage product information. The easiest way to get in, music and all!	\$1,800,000	12 months	12-31-2004	We designed Popular Mortgage's own Mr. Softee getting into neighborhoods to hand out free ice cream cones and mortgage product information. The easiest way to get in, music and all!	Mr. Gilberto Monzón Executive Vice President 787-765-9800
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9

n/a

10

n/a

2.4. Ongoing Contracts/Projects (include additional sheets of this table if necessary)

ID	Client Name	Work Description	Contract Amount	Project Duration (in Months)	Status	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1	Popular Mortgage	Create, plan, develop and execute ideas, programs or campaigns to support the accomplishment of marketing and business objectives	\$475,840.00	12 months	On going for the past 20+ years	Open	<p>Ever since Popular, Inc., the number one local banking institution, launched its mortgage division, Tere Suárez has been the agency of record.</p> <p>Thus, through our 20+ years as their advertising team, we have developed Popular Mortgage as a strong leading brand, going from a 6% to a 30% market share and from a 12th to a No. 1 position in industry ranking.</p> <p>Our campaigns wittingly capitalize on specific points that separate Popular Mortgage from the competition; market expertise and knowledge of our clients' needs. We use the media to place our message strategically, for example: television appeals to consumer feelings on the significance of owning a home; newspaper focuses on pricing/offers; and print materials and/or events are used to educate the public. Also, we often reinforce Popular Mortgage's track record while reinforcing the role it plays in the life of Puerto Rican families.</p> <p>In this regard, and knowing that technological advances and changes in lifestyle have altered the way to reach consumers, our most recent campaign took the format of a digital series - quite likely the first web series in branded entertainment for the financial industry in Puerto Rico.</p> <p>The objective was to recapture the sense of closeness with the Bank, strengthening its bond with the consumer and further developing brand loyalty. Thus, we launched a digital series of 8 episodes portraying life in a modern Puerto Rican family where, as the story unfolds, Popular Mortgage is key in solving a family problem.</p> <p>Consumers today like reality shows and advertising spots that present life as it is</p>	Mr. Gilberto Monzón Executive VP Individual Banking	787-765-9890 Ext: 506356

Proposer's Initials:

nowadays, that feature families of our times. They also like participation, sharing, being engaged. The series does just that, portraying a family like many are today, with their good and not-so-good days, where diversity in lifestyle does not threaten familial relationships.

In a nutshell: this approach demonstrates a profound knowledge of our clients' needs and lifestyles, while utilizing a popular trend in audiovisual narrative that would impact not just our target audience, but other market segments as well.

The results were amazing: our 360° marketing campaign successfully engaged the audience, motivating them to access the website and enjoy the episodes. The compelling and relevant story reinforced the bond between Popular Mortgage and its audience through a content far more convincing and engaging than a traditional image campaign would. Also, the digital series gave us the opportunity to place family and home life where they belong: above pricing and offers. Because we know the importance of a tight-knit family in Puerto Rico, the series highlighted the significance of having an inclusive family where diversity is embraced. Last but not least, the way in which the brand and its products and services were effortlessly integrated into the story and became key in solving a family problem also added to the accomplishment of the advertising objectives.

Being innovative in the pursuit of a client's goal is a natural for us. "yotengoyalacasita.com" was the first time ever where the name of a campaign was used as website address, something that everyone else is doing now. The story goes back to 2003 when penetration and use of internet technology were quite low. Our assignment was to develop a campaign that would result in 5% of all loan applications to be made online. In those early digital-era days, getting visits in excess of 30,000 per month was another breakthrough. We obtained 53,000 visits and 28,777 registrations.



Key to the success was the use of digital efforts (i.e., email drops) and the development of a webpage linking to online application forms.

All in all, besides obtaining 12% of all applications online (vs. our 5% original goal), Popular Mortgage increased sales by 19% on that year. The campaign still remains top in unaided awareness.

2 Popular Auto	<p>Create, plan, develop and execute ideas, programs or campaigns to support the accomplishment of marketing and business objectives</p> <p>Coordinate events for the client related to auto finance business</p> <p>Signage of car dealers to increase client's brand awareness</p>	\$555,952.00	12 months	On going for the past 20+ years	Open	<p>According to the 2011 Consumer Radiography Study conducted by MJDA and Galther, the financing industry changed their strategy, moving from a message of brand image to a retail message emphasizing on special deals, interest rates, and growth.</p> <p>As at 2011 Q2, auto loans experienced a 3% decrease in sales. Popular Auto made a comeback with a campaign focusing on the fact that they are not in the business of selling car brands, but of facilitating the purchase, whatever the buyer wants in terms of model or make. That's where our main campaign concept "We provide what you are missing" comes in, literally referring to providing the means for the buyer to obtain a vehicle, while also bringing up the services offered by the Institution: great financing, swift processing, expertise, excellent deals.</p> <p>Thus, Popular Auto positioned itself at the solution to a client's transportation needs. Bottom line, the message was clear: We all need transportation to move on. And for all of us out there, the solution is Popular Auto.</p> <p>From then on and continuing to develop additional innovative concepts, Popular Auto has positioned itself as one of the main leaders in the local automobile financing industries.</p> <p>We simultaneously worked with car dealers in the signage of their business with Popular Auto branding, including floor plans to create a professional environment that allows the potential consumer to feel comfortable in doing business with representatives of Popular Auto.</p>	Ms. Denise Draper VP Marketing Strategy	787-765-9800
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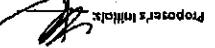
*[Handwritten initials]*

Proposer's Initials: *[Handwritten signature]*

Results from 2011 to present

An increase of 92% in brand's positive image  
 Ranking: # 1 in Leasing, # 2 in Direct Loans (up  
 from previous # 5 position)  
 Digital Channel utilization increased in a 4.1%  
 Final ROI of 8:1  
**SME's Marketing in 2014**

3 Banco Popular-FIS	Create, plan, develop and execute ideas, programs or campaigns to support the accomplishment of marketing and business objectives	\$135,990.00	12 months	On going for the 20+ years	Open	<p>Popular One, Wealth Management, Fiduciary Services &amp; Popular Securities</p> <p>1. Business Situation: During the PR market downgrade, our biggest competitors faced great turmoil and lack of credibility in the industry. Customers were looking for trustworthy banks; new products and services that will help them plan for present and future financial goals; as well diversify and grow their investment portfolio. Therefore, a series of campaigns were developed to position Popular at the top of customers minds: brand awareness efforts to re-position Popular One's brand and its offerings, Trust's retirement plans services and products, as well as local funds products with exposure to other markets, such as the Popular Total Return Fund and Popular Core Equity Fund.</p> <p>2. Major Strategic Initiatives:</p> <p>a. Popular One developed an external and internal awareness campaign in efforts to explain the personalized and integrated financial service, as well as to reposition the brand at a more upscale level.</p> <p>b. Law 20 &amp; 22 traditional and digital campaign was developed in efforts to educate investors about Puerto Rico, law 20 benefits, as well as Popular One's personalized and integrated financial service.</p> <p>c. Retirement Plans, Popular Funds and Keogh Plans traditional and digital campaign to position the division of Trust as the largest, oldest, and most experienced in Puerto Rico; increase brand awareness; educate the market on the benefits of acquiring a retirement plan and purchasing local funds products.</p> <p>3. Marketing Initiative Results:</p>	Ms. Denise Diaper VP Marketing Strategy 787-765-9800
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Proposer's Initials: 

4 Motorambar-KIA	Create, plan, develop and execute ideas, programs or campaigns to support the accomplishment of marketing and business objectives	\$1,042,882.00	On going	On going for the past 10 years	Open	Mr. Abiater Rodriguez Commercial Director 787-620-0900	<p>a. Wealth Management exceeded the goal of acquiring new clients by 107%. The business unit also surpassed the goal of extending clients to reach in deposits a by 33%. Based on the Wealth Management Customer Satisfaction Survey since launch of Popular One in 2011 there has been a significant improvement in brand awareness and recognition amongst our clients; 57% in 2014 vs. 34% in 2011.</p> <p>Popular.com retirement plans page spiked during campaign period (February-March) with 47% of the total page views. From the targeted email, they over passing the industry benchmark in 2014 Q3-Q4, with a 47.49% average open rate.</p> <p>For the past 4 consecutive years, Kia has sustained a growth, moving from the 11th all the way to the 6th position in sales within the local market, supported by our brand campaign.</p> <p>The Agency worked with a fasting stigma among older and perhaps more affluent buyers who are more open to European, American, and Japanese makes. Not so among the younger up &amp; coming segment, who seem to make a connection with brands that offer them more than others at a lesser price.</p> <p>Inspired by the brand essence, the agency developed a campaign where we might say music is of the essence. "A different kind of beat" was a complete success! The brand message made its point and KIA achieved a deserved recognition, rising the average monthly sales from 65 to 116 units. Increasing a 4.8% segment share to a considerable 8.8% share.</p>
5 Coliseo de Puerto Rico	Create, plan, develop and execute ideas, programs or campaigns to support the accomplishment of marketing and business objectives	\$400,000	6 months	On going	Open	Mr. Eduardo Cajina General Manager 787-777-0800	<p>In the digital era we created a digital campaign to engage the public that assist to this venue to share their moments. A hashtag named #coliseumments was created to make a community that values their memories and experiences.</p> <p>The client duplicate their followers in their social media accounts after we develop this Media buying placement and strategy for the</p> <p>Negotiate with Media for best rates</p> <p>Signage of clients car dealers</p> <p>Coordinate or assist client employees on sales events</p> <p>Media buying placement and strategy for the brand</p> <p>Negotiate with Media for best rates</p>



	brand					campaign		
	Coordinate or assist client employees on sales events							
4. Integrand Assurance	<p>Create, plan, develop and execute ideas, programs or campaigns to support the accomplishment of marketing and business objectives</p> <p>Negotiate with Media for best rates</p> <p>Media buying placement and strategy for the brand</p> <p>Coordinate or assist client employees on sales events</p>	\$1,200,000	Ongoing	On going	Open	<p>For many years now, in Puerto Rico the law requires every car to be insured, to protect an innocent party whose car is smashed by an uninsured driver who cannot pay, from his/her own pocket, for the damages caused. Taking into consideration that many drivers cannot afford private insurance, that same law created an entity to provide at least the most basic type of insurance: for a mere \$99 per year, the policy covers damages to the victim's car. Initially, there was a sole provider: Asoc. de Seguro Compulsorio (ASC) or, in English, Compulsory Insurance Assoc. but this was subsequently amended to give other insurers the opportunity to offer the same product and at the same price as determined by the law. Suddenly this was a very active and competitive market!</p> <p>When Integrand Assurance Company, a blue-chip locally-owned insurer, approached us to launch their own product for the compulsory car insurance market, we really had to start from scratch, by giving it a name. Since there was no way to claim product superiority, and there was quite a number of competitors out there, we wanted the product's name to stand out and associate our product with something our target audience (mostly male young drivers) would like to have. And so we named it "Turbo Cover by Integrand".</p> <p>The launching campaign was also a break-the-clutter. While most advertisers in the segment were presenting spots where typical car-accident situations took place and ended with the expected product endorsement, our launching campaign did not go there and focused instead on consumer benefit: we all need to feel safe/secure, whether we are making a decision or driving; and a claim</p>	Mr. Victor Salgado President	787-781-0707

should not be a burdensome process but on the contrary, something easy and quick. Those are the two main points made in our launching campaign for Integrad's compulsory car insurance. The situations portrayed had nothing to do with driving, but with not being afraid of making a decision. A young man in a barber shop deciding whether or not to get a wild razor-cut hairstyle; a young man afraid to propose to his girl; an old lady afraid of doing zip-firing. In the end, they were happy with their decision. Our call-to-action was: Go Turbo (in Spanish "¡Métale Turbo") implying don't waste time/this is a no-brainer. Thus, moving away from traditional executions that portray car accidents to bring up the need for the product, our Go Turbo campaign sustained, through everyday situations, that "everything is easier when you feel safe/secure".

The results were excellent. Turbo Cover, the new kid on the block, was making inroads and our market share was growing. After a couple of years, the campaign maintained its humor as it evolved, featuring one of the most popular comedians in Puerto Rico: Raymond Arrieta. He has also earned an enviable, reputable image on a more personal level, due to the fund-raising marathon he has led for almost 15 years in benefit of cancer patients. Actually, having Raymond as a spokesperson adding credibility to the message, was the result of a strategic decision to include public relations efforts like media tours by Integrad executives and, of course, participating in and sponsoring Raymond's marathon. More recently and as part of the PR efforts for the brand, we are doing integrations in radio talk shows with local personalities like Jay Fonseca, Rubén Sánchez, and Ferdinand Pérez.

	n/a	8
	n/a	4
	n/a	10

Proposer's Initials: 

2.5. Previous Projects and Contracts that Qualify Entity to Develop and Implement the Project (Include additional sheets of this table if necessary).

ID	Client Name	Work Description	Contract Amount	Project Duration (in Months)	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1	Municipio de San Juan	<p>For 12 years (the 3 consecutive terms of Jorge Santini as mayor of the Capital City) we carried out the communications synergy between all the departments of the Municipality of San Juan, the communities and their people. We teamed up with the public relations and press officials of each department, communicating a unified message which capitalized on what was being done in all areas without need of the required budget.</p> <p>At a time when we could not rely on today's technology and social networks, we strategically devised a way of reaching all the communities by creating the first municipal magazine providing all citizens the opportunity to discover and learn about all the services that the Municipio had for them. Furthermore, the magazine was helping out small and/or new businesses that had no advertising budget by doing reviews that were published in the San Juan News, as the bi-monthly publication was called.</p> <p>To be fully informed, we attend and became a part of the weekly staff meetings that the Mayor held with his key people. A unique tool to bring any relevant news across.</p>	\$54,000,000	144 months	12-31-2012	<p>It was a win-win proposition because as the shop or restaurant thrived, so did the municipio. Today, this would be like having daily posts in the social media, and it was free of cost for the business. More importantly, perhaps, is the cost-effectiveness vis a vis the broadcast media advertising dollars that would have been needed to communicate all that the San Juan News covered. Not to mention the pass-along factor that this type of publication has implemented for the benefit of San Juan residents. This is how citizens learned about any new services provided by City Hall in areas like Public Works, Education, Sports, Healthcare and so on.</p> <p>Take, for example, The School of San Juan ("La Escuela Bilingüe") and The School of Sports ("la Escuela del Deporte") the first two public schools created from scratch and administered by the municipio. Public schools in Puerto Rico have a very poor image and people only send their kids there when they have no other choice—and for good reason. The less students from households that care about their children's education attended public schools, the more of a problem-ridden student population attended public schools. It became a vicious circle, and the mayor created this pilot project to show this did not have to be so. On the other hand, La Escuela del Deporte wanted to give social and economically underprivileged youngsters who had extraordinary sports skills a real opportunity to exploit their natural talents as well as a top-notch academic curriculum. Both schools were an instant success and, because we had extensive features about them in the San Juan News and other media, the word spread and people from all over wanted to send their kids there. Plus, the mayor was awarded an Honoris Causa PhD in Education from the Latin American Congress of Education.</p> <p>Another excellent initiative that we gave extensive publicity to, besides organizing from scratch, coordinating and producing the inauguration gala event was the San Juan Natatorium. Located in the San Juan Central Park, the Natatorium was a world-class Olympic swimming pool that provided access and swimming classes to the general public, as well as training to our Olympic athletes and swimming competition teams from all parts of the island and abroad. Naturally, this was thoroughly covered and promoted in the municipal magazine, starting with the Inaugural Gala all the way to follow-ups of awards and medals won by local athletes and teams that</p>	<p>Mr. Jorge Santini Ex Mayor of San Juan</p> <p>Mr. Alfredo Escalera Ex Vice Mayor of San Juan</p>	<p>787-619-4855</p> <p>787-605-722</p>

regularly trained there. One of these was, as an example, publicizing the medals won by members of our Down Syndrome team in the 2010 Special Olympics held in China, including interviews and blo's of these special athletes. So, again and in a nutshell, image depends a lot on hearsay but using the right channels and a convincing way to communicate **is even more powerful.**

2 Department of the Family	<p>During this term, a law was passed to make adoption of children easier. We worked both in a "promotional" campaign ("Nido Vacio" or Empty Nest in English) addressing married couples who had no children, encouraging them to fill that void with a child that needed a home surrounded by love and care by people like them. We also did a campaign ("Entrega Voluntaria" or Voluntary Surrender) addressing women with unwanted pregnancies to voluntarily deliver their newborns for adoption so that those babies would have the opportunity to grow up in a stable home with loving parents. Both campaigns were not just emotionally charged, but they were educational as well, providing guidance and explaining the most important aspects of the adoption process.</p> <p>In our quest to protect children and ensure they grow to be functional, productive wholesome adults, and because people often are not aware that child maltreatment is not just physical and sexual abuse, a campaign was also developed with emphasis on emotional abuse. The campaign had different approaches strategically used in the various media, like reenacting in radio spots, for example, the kind of verbal abuse so common among family members. Listening to the spots was like a reflection of yourself in a mirror, proving quite effective. On TV we had personalities discuss how children's lives and aspirations can be destroyed along with their self esteem. Print ads had a more rational approach, providing information on where to seek help. The campaign had a very positive result across the board as this sort of problem is found in all of society's strata.</p> <p>Invest in Us was another federally-funded educational initiative that provided important</p>	-\$1,085,000.00	24 months	06/30/2012	<p>As a result of all this work we also did work in relation to other vulnerable populations like homeless people, the elderly, and children living in poverty or high-risk zones, coordinating, promoting, and mounting special events such as mobile preventive health units visiting communities and multisectoral councils to devise new and more effective ways to help the homeless.</p>	<p>Mrs. Yanitzia Irizarry        Ex Secretary Department of the Family        787-427-4075</p>
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	Information on child rearing from the very early stages while promoting the best care for children even before being born.							
3	Popular Mortgage	Last year we the launched "Mi Casa", a digital series that represents our most recent "first" in the mortgage category. Over 10 years of economic depression affected most sectors of the market in Puerto Rico, and the mortgage category was no exception. In the midst of instability, we chose to be different, reinforcing solutions and family values. We felt a need to place the emphasis where it belongs. Thus, as the series highlights the importance of family and community in our lives, the importance of having a home is enhanced. In a 360° marketing campaign, we engaged the audience motivating them to access the website and enjoy the episodes of the very first web series in branded entertainment for the financial industry. The compelling and relevant story effectively reinforced the bond between Popular Mortgage and its audience through a content far more convincing and engaging than a traditional image campaign would.	\$900,000.00	12 months	12-31-2017	According to a Galther Omnibus Study, 62% of viewers were motivated by the series to consider Popular Mortgage when purchasing a property. Furthermore, in a positively disruptive way the series underlines the significance of having an inclusive family where diversity is embraced. This probably helped obtain the highest top-of-mind awareness under the Paid, Owned, and Earned Media touchpoints. The way in which the brand,	Mr. Silvio López Senior Vice President	787-965-2800
4	Policía de PR	Not One Bullet More. No more deaths on New Years Eve. It was no easy task to develop an effective campaign against stray bullets on New Year's Eve. Because police alone cannot put a stop to it, citizen participation was crucial to prevent innocent victims from being killed. In a highly politicized country like ours and on an election year (2012), we needed an icon that would unite us all: the Puerto Rican flag. In a full-media campaign, our blood-smeared national flag represented the effect of senseless killings on the whole of society. The campaign provoked spontaneous reactions from all kinds of people including celebrities, reporters, and community leaders. Several TV stations and outdoor media companies joined our efforts, providing free placement. This helped increase awareness on the most important part of our strategy: creating a Facebook page with an application where individuals could upload their own personal	\$6,639,808.00	48 months	12-31-2012	It became an instant success in less than 2 weeks: Because videos and messages supporting the cause went viral the flag was restored by New Year's Eve. Out of 1,283,300 active users in Puerto Rico, 463,162 unique users were reached. Puerto Ricans in more than 20 countries supported the movement and shared the message among their friends. On New Year's Eve, the page received confidential messages from users reporting nearby shootings. And there were 0 deaths from stray bullets that night. The campaign received a CLIO award in public relations.	Mr. José E Figueroa-Sancho Ex Superintendent of the Puerto Rico Police	347-229-6988

	video message exhorting others to not shoot to the air on this New Year's Eve. The flag appeared completely stained with blood yet the amount of messages in support would rescue our flag, bringing back its true colors.							
5	Policia de Puerto Rico	Our first challenge was to improve the public image of the Police Department for a more respectful relationship among officers and the community. The campaign, entitled "With dignity and respect", presented testimonials of several officers (male and female) who spoke candidly about their own lives and vocation to serve.	\$2,720,404.00	14 months	06-30-2012	It accomplished the goal of improving their public image by making them appear not so much as an agent of the law but as a person who is doing a job in response to his/her calling.	Mr. José Figueroa-Sancho Ex Superintendent of the Puerto Rico Police	347-229-6988
6	Policia de Puerto Rico	Then governor Luis Fortuño commissioned the agency to develop a very important campaign aimed at the voluntary surrender of illegal arms across the island. This type of campaign had been done before with meager results. This time, as the war among the drug lords was out of control and innocent lives were being taken in the frequent shoot-outs at public places, the actual purpose of the campaign was to reveal the nefarious consequences of belonging to the criminal world and promoting the voluntary surrender of illegal arms. To accomplish our challenging goal, we sought a way to reach our unusual target audience with a compelling message. We decided to use the testimonies of real prisoners confined to one of the most dreaded penal institutions in the country. In their own words, the men talked about their life experiences and urged their audience to voluntarily surrender their illegal arms.	\$480,000.00	6 months	06-30-2012	After a 3-month long campaign, many more arms than ever expected were collected at the designated sites.	Mr. José Figueroa-Sancho Ex Superintendent of the Puerto Rico Police	347-229-6988
7	Departamento de la Familia	The campaigns we developed for the Dept. of the Family pursued a dual objective: to inform the audience of the services provided by the institution while educating the public and promoting those values and attitudes that help construct a better society. Among the many campaigns we did, one particularly stands out: "Promesa de Hombre" (A man's promise). This was a federally-funded, 360° initiative that included mass media ads, assemblies and workshops around the island to help families cope with everyday problems in a healthy non-dysfunctional way. The rationale	\$306,832.00	16 months	09-30-2012	The campaign was a success in accomplishing its objectives. Moreover, as the local Dept. of the Family reported on the initiative before its colleagues in the US, they were so impressed that even then-president Obama heard about it and personally called governor Fortuño asking for a copy of the campaign, translated so that he could really see what we had done and understand every word.	Ms. Yanitzia Irizarry Ex Secretary Department of the Family	787-427-4075

was that as families obtain the right skills to manage difficult situations, quality of life also improves in the community, in society, and in the whole country. The objective was to promote family values by concentrating on the male role, especially as a father and role model to his children. We wanted to emphasize on the importance of treating others with respect (especially the wife and mother of his children) and on the value of imparting constructive discipline vs. infringing punishment. This would lead to a life commitment, a man's pledge to uphold basic, universal values in order for his children to grow not just physically healthy but emotionally sound, ultimately playing a role and adding their own two pennies to a nobler and ethical society.

8	Popular Mortgage	\$1,600,000	12 months	12-31-2004	All of a sudden neighborhoods and practically all new residential developments had access control. All of a sudden it was not that easy to bring promotions to your potential clients. The solution came from consumer insight: children love the ice cream bus coming to their neighborhood. We designed Popular Mortgage's own Mr. Softee getting into neighborhoods to hand out free ice cream cones and mortgage product information. The easiest way to get in, music and all!	Mr. Gilberto Monzón Executive Vice President	787-765-9800
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9

n/a

10

n/a

Proposer's Initials:

**3. Reputation and Managerial, Organization, and Technical Capabilities (Not Applicable to 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
Project Manager	Mr. Carlos Rivera-Cuesta	BBA	37	(See résumé in Tab 5)
Coordinator	Ms. Wilmelys Marquez	BBA	21	(See résumé in Tab 5)
Coordinator	Ms. Margie Alvarez	BBA	31	(See résumé in Tab 5)
Translator/Editor	Ms. Alice Quilichini	BBA	34	(See résumé in Tab 5)
Translator/Editor	Ms. Michelle Minozzi	BBA	20	(See résumé in Tab 5)
Graphic Designer	Ms. Maricarmen Suarez	BBA	17	(See résumé in Tab 5)
Graphic Designer	Mr. Luis E Rivera	BBA	24	(See résumé in Tab 5)
Assistant	Ms. Suanía Rodriguez	BBA	19	(See résumé in Tab 5)
Assistant	Ms. Inesmaria Muniz	MBA	15	(See résumé in Tab 5)
Assistant	Ms. Gabriela Lopez	BBA	6	(See résumé in Tab 5)
Assistant	Mr. Carlos Gallisa	BBA	17	(See résumé in Tab 5)
Assistant	Ms. Laura Cabral	BBA	5	(See résumé in Tab 5)

Proposer's Initials: 

3.2. **References:** Provide at least three (3) separate references and contact information of past or current clients. (Not Applicable to First-Tier Subcontractors)

Name	Email	Phone Number	Relation
Mr. Carlos González	cgonzalez@cogpr.com	787-296-2323	Ex-Secretary PR Dept. of Housing
Mr. Carlos Pesquera	carlos@pesquera.com	787-242-4455	Ex-Director Dept of Transportation of PR
Mr. Angelo Medina	angelomedina2000@aol.com	787-525-2838	President Angelo Medina Productions
Mr. Jorge Santini	jsantinipadilla@gmail.com	787-619-4855	Ex-Mayor of San Juan
Mr. Gilberto Monzón	gilberto.monzon@popular.com	787-759-5909	Executive VP Individual Banking-Banco Popular de PR

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

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

Addendum No.	Date Issued	Addendum No.	Date Issued
1	11-27-2018		



Proposer's Initials: RS

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:

RS



Publicidad Tere Suárez LLC  
(Printed Name of Corporation)

PO Box 362319  
(Corporate Address Line 1)

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

San Juan                      PR                      00936  
(City)                      (State)                      (Zip Code)

By: \_\_\_\_\_  
(Signature of Officer)

Teresa Suárez  
(Printed Name of Officer)

President  
(Title of Officer)

Attest: ERNESTO RODRIGUEZ  
(Secretary)

[CORPORATE SEAL]

Puerto Rico  
(Jurisdiction of Incorporation)

**ATTACHMENT 6**  
**Answers to Questions and Requests for Clarifications**  
**Request for Proposals**  
**Public Relation Services**  
**Community Development Block Grant - Disaster Recovery**  
**CDBG-DR-RFP-2018-08**

ID	Proposer	Question Date	Question No.	RFP Section of Document	RFP or Document Page No.	Question	Answer
1	Innovative Emergency Management, Inc.	21-Nov-18	1	Exhibit P	1 of 1	Would PRDOH allow an applied yearly escalation to our proposed rates or is the expectation that the rates remain firm for the full two year period?	Expectation is that the rates will remain the same for the duration of the Contract.
2	Innovative Emergency Management, Inc.	21-Nov-18	2	5.1	12 of 23	Stated in section 5.1 Proposal Format of the RFP is the following guideline: "All documents that need a signature as part of the Proposal shall be signed in blue 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." In the right top corner of Exhibit B, C, D, E, I, J, L, and Q, there is a space designated for these initials. Exhibits G and Q are both documents that consist of more than one page and require signatures, however, they do not have a designated space for initials. Should the proposer initial at the right-top corner of Exhibits G and Q, although no space is specifically designated?	Yes. The Proposer should stamp its initials at the top-right corner even though no space is provided for it in the Exhibits.
3	Innovative Emergency Management, Inc.	21-Nov-18	3	Exhibit A-2 and Exhibit C	General	Would PRDOH consider allowing us to provide forms that have been scanned from first-tier subcontractors with our original submission?	If the forms are for subcontractors then yes.
4	Innovative Emergency Management, Inc.	21-Nov-18	4	General	General	Would PRDOH perceive a conflict of interest if a wholly owned subsidiary perform Public Relations Services as a subcontractor if the larger corporate entity of the same firm were to perform work on Program Management?	Refer to Exhibit E (Non-Conflict of Interest on Existing or Pending Contracts) and seek advice from your Legal Counsel.
5	Innovative Emergency Management, Inc.	21-Nov-18	5	General	General	If a proposer is bidding both the RFP for PR Public Relations and the RFP for Program Management Services under CDBG-DR as the Prime for both, does PRDOH perceive this as a conflict of interest?	Refer to Exhibit E (Non-Conflict of Interest on Existing or Pending Contracts) and seek advice from your Legal Counsel.
6	Innovative Emergency Management, Inc.	21-Nov-18	6	General	General	If a proposer bid the RFP for Program Management Services under CDBG-DR as a Prime, can they bid as a Subcontractor for the PR Public Relations RFP, or does PRDOH perceive this as a conflict of interest?	Refer to Exhibit E (Non-Conflict of Interest on Existing or Pending Contracts) and seek advice from your Legal Counsel.
7	Innovative Emergency Management, Inc.	21-Nov-18	7	6.3.5	18 of 23	Because specific examples of past deliverables will require submission of those deliverables, will PRDOH consider allowing this sample documentation to be included as an appendix and to not count toward the 45-page limit? The reason for this request is that example documentation will easily exceed the 45 pages. For example, the fliers/brochures alone may be anywhere from 10 to 20 pages. Further, the social media posts required on these programs is robust and alone could be a minimum of 4-5 pages in order to provide the information necessary to judge appropriateness of these deliverables. Finally, the other requested examples similarly will have multi-page deliverable samples associated with them.	Examples of past deliverables may be submitted separate from the Work Approach Document. See revised Exhibit A-2 (Qualifications and Work Approach Proposal Checklist)
8	Innovative Emergency Management, Inc.	21-Nov-18	8	6.3.2	18 of 23	Will PRDOH consider allowing the overall communications and crisis communication plan to be included as an appendix and to not count toward the 45-page limit?	No. Submit it as part of the Work Approach Document.
9	Innovative Emergency Management, Inc.	21-Nov-18	9	3.8	8 of 23	Section 3.8, Local Participation; Minority and Women Owned Business Enterprises; and Section 3 encourages submission of a Section 3 Compliance Plan along with the work approach. Can the Section 3 Compliance Plan be considered outside the 45-page limit of the work approach?	Yes. See revised Exhibit A-2 (Qualifications and Work Approach Proposal Checklist)
10	Innovative Emergency Management, Inc.	21-Nov-18	10	Attachment 2: Scope of Services 3.J.2	2 of 6	Would PRDOH consider removing the requirement of a Public Relations license for the Coordinator role?	No.
11	Links Global	27-Nov-18	1			Our insurance carrier in Maryland notes that a bid bond and bond for the provision of professional service is very unusual and that such bonds are generally for construction services; our professional liability coverage is generally what applies to that area. Carriers here may not be able to issue one for such a project.  Can you waive the bid bond requirement for this requirement?	No.



### 3.0 Company Profile

#### TERE SUAREZ BUSINESS HISTORY



As a wholly-owned Puerto Rican full-service advertising agency founded in 1984 by its President and CCO Tere Suárez, the agency is known for its hands-on, teamwork centric approach with its clients.

In a nutshell, this is a one-of-a-kind advertising agency that specializes in brand design and development, where all team members are strategic thinkers working in an integrated, coherent fashion towards a single goal: the success of our clients. We put our hearts in everything we do, regardless of budgetary restrictions. This is how we have grown and retained clients, employees, and suppliers for over three decades.

Our scope of services will include an innovative approach through **Bytefeed media LLC**, an affiliate Company, which is dedicated to all kind of digital services, such as, web development, online media planning, and a digital creative approach to solve ideas which allows advertisement to reach specific audience.



BYTE FEED MEDIA



To provide our clients with more cost-effective and agile printing services, we also created **Espiritu Simple**, thereby eliminating the issue of printing suppliers fixing market prices and determining delivery timetables at their convenience. At Espiritu Simple, we are not immense, but we can be flexible and establish our own priorities compatible with the needs of our clients.

The same applies to our **NuMoon** a promotional division, which provides top-notch services to our clients, which includes coordination of activities and/or special events. An example of this is the signage of multiple car dealers across the island to promote sales effort up to producing a gala dinner with the finest cuisine.



Finally, not being part of a large multinational firm allows for swift, one-on-one negotiations and decisions. Furthermore, through our alliance with the Network One, we can



manage international marketing and communications in a faster, more flexible way than within a traditional agency network.

Below is a timeline highlighting some of the key work we have accomplished.

*1984-1994*

As specialists in graphic design, we collaborated with almost everyone in the who's who list of the local show business industry. We provided publicity and artistic design for celebrities such as Marc Anthony, the late Celia Cruz, and many more. Because of this, we are in a position today where we can easily get in touch with them if needed.

*1989-2008*

In this period of time, the construction industry had a boom that lasted a few years and we were hired for the development, branding, and marketing efforts of more than 150 construction projects around the Island. We gave each one a unique personality that would set them apart from the clutter, while catering their particular project needs simultaneously. We worked hand-in-hand with the developers, even providing the interior design of houses and apartments to be shown to potential clients.

*1990- Present*

We started to work for Popular, Inc., the number one banking institution in Puerto Rico as agency of record for Popular Mortgage in 1990. Since then, we have been awarded 5 additional business divisions: Popular Auto, Popular Securities, Popular One, Popular Risk, and Popular Insurance. During the post-hurricane crisis, we went the extra mile in order for the Bank to be able to constantly update clients and suppliers in Puerto Rico and the Virgin Islands while branches were opening and providing services.

 **POPULAR.** MORTGAGE

 **POPULAR.** AUTO

 **POPULAR.** SECURITIES

 **POPULAR.** ONE

 **POPULAR.** RISK

*Handwritten initials/signature*



1991

That year, we produced the first outdoor advertising mesh in Puerto Rico as we searched for a creative way to announce the union by and between American Airlines and Popular Mortgage. We hung it from the American Airlines building facilities, at a time when not even billboards existed in Puerto Rico as outdoor or out-of-home advertising, much less a mesh.

1992



We launched the first campaign to promote obtaining mortgage loans online. This was the first campaign in Puerto Rico that had and provided access to a domain web page bearing the title name of the campaign (www.yotengoyalacasita.com). The challenge was to

attract clients into using their computers to access mortgage products, something ordinary in our contemporary times but was unheard of in 1992.



2000-2012



For 12 years (3 consecutive terms of Jorge Santini as mayor of the Capital City), we carried out the communications synergy between all the departments of the Municipality of San Juan, the communities and their people. We teamed up with the public relations and press officials of each department, communicating a unified message which capitalized without needing to use the full required budget.

At a time when we could not rely on today's technology and social networks, we strategically devised a way of reaching all the communities by creating the first municipal



magazine, providing all citizens the opportunity to discover and learn about all the services that the Municipio had to offer. Furthermore, the magazine helped small and/or new businesses that had no advertising budget by doing reviews that were published in *the San Juan News Magazine* as the bi-monthly publication was called. It was a win-win proposition, because as the shop or restaurant thrived, so did the Municipio. Today, this could be equated to having daily posts in the social media. Additionally, it was free of cost for the business.

San Juan became the first Municipio which creates a brand for itself, who's "branding" was stronger than the Municipio as such. You can recognize that a service was performed by the Municipio just by looking to his logo or the colors associated with it. We did all of the activities and events for each and every department, from the planning and coordination to the final execution.



We planned, designed and mounted massive events, such as the Miss Universe Beauty Pageant with Donald Trump, the Latin America Special Olympics with Puerto Rico, Ironman, Major League Baseball Games, *Feria del Libro Latino Americana* (Latin American Book Fair), and many more.

Culinary Fests were created jointly by the Municipio's public relations people and our agency to engage restaurant entrepreneurs in specific areas where commerce was not doing well, thus helping the economy in those sectors. The event was such a big success that it started a trend repeated in other areas of San Juan.

2008-2012



Our first challenge was to improve the public image of the Police Department for a more respectful relationship among officers and the community. The campaign, entitled "With dignity and respect", presented



testimonials of several officers (male and female) who spoke candidly about their own lives and vocation of service. It accomplished the goal of improving their public image by making them appear not simply an agent of the law, but also as a person who is doing a job in response to his/her calling.

The second challenge was to develop a campaign against stray bullets on New Year's Eve. In Puerto Rico is a common mal practice, from some citizens, to shoot bullets into the air to celebrate New Year's Eve. Because police alone cannot put a stop to it, citizen participation was crucial to prevent innocent victims from being killed. In a highly politicized country like ours and on an election year (2012), we needed an icon that would unite us all: the Puerto Rican flag. In a full-media campaign, our blood-smeared national flag represented the effect of senseless killings on the whole of society. The campaign provoked spontaneous reactions from all kinds of people including celebrities, reporters, and community leaders. Several TV stations and outdoor media companies joined our efforts, providing free placement of our materials. This helped increase awareness on the most important part of our strategy: creating a Facebook page with an application where individuals could upload their own personal video message exhorting others to not shoot to the air on this New Year's Eve. The flag appeared completely stained with blood yet the amount of messages in support would rescue our flag, bringing back its true colors. It became an instant success in less than 2 weeks: Because videos and messages supporting the cause went viral, the flag was restored by New Year's Eve. Out of 1,283,300 active users in Puerto Rico, 463,162 unique users were reached. Puerto Ricans in more than 20 countries supported the movement and shared the message among their friends. On New Year's Eve, the page received confidential messages from users reporting nearby shootings. **And there were 0 deaths from stray bullets that night.** The campaign received a CLIO award in public relations. This is an international annual award program that recognizes innovation and creative excellence in advertising design and communication as judge by an international panel of advertising



professionals. We also received recognition as a Finalist in the Facebook Studio Awards for the above mentioned campaign.

*2008-2012*

Then Governor Luis Fortuño commissioned the agency

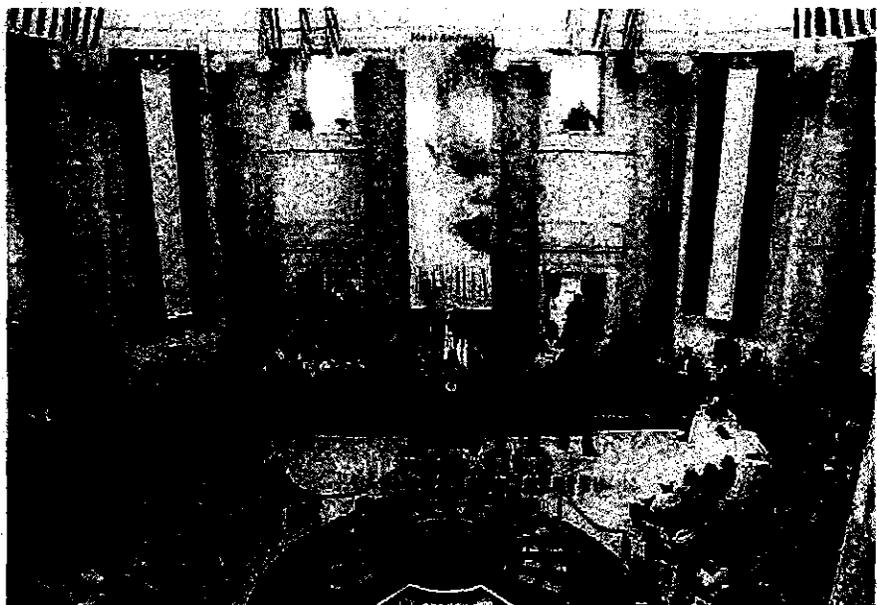


to develop an important campaign aimed at the voluntary surrender of illegal arms across the Island. This type of campaign had been done before with meager results. This time, as the war among the drug lords was out of control and innocent lives were being taken in the frequent shoot-outs at public places, the actual purpose of the campaign was to reveal the nefarious consequences of belonging to the criminal world and promoting the voluntary surrender of illegal arms. To accomplish our challenging goal, we sought a way to reach our unusual target audience with a compelling message. We decided to use the testimonies of real prisoners confined to one of the most dreaded penal institutions in the country. In their own words, the men talked about their life experiences and urged their audience to voluntarily surrender their illegal arms. After a 3-month long campaign, many more arms than ever expected, a record of 1,999, were collected at the designated sites.

2008-2012

ll  
ll

The campaigns we developed for the Dept. of the Family pursued a dual objective: to inform the audience of the services provided by the institution while educating the public and promoting those values and attitudes that help construct a better society.



Among the many campaigns we did, one particularly stands out: “Promesa de Hombre” (A man’s promise). This was a federally-funded, 360° initiative that included mass media ads and assemblies and workshops around the Island to help families cope with everyday problems in a healthy, non-dysfunctional way. The rationale was, as families obtain the right skills to manage difficult situations, quality of life also improves in the community, in society, and in the whole country. The objective was to promote family values by concentrating on the male role, especially the father as a role model to his children. We wanted to emphasize the importance of



treating others with respect (especially the wife and mother of his children) and on the value of imparting constructive discipline vs. infringing punishment. This would lead to a life commitment, a man's pledge to uphold basic, universal values in order for his children to grow not just physically healthy, but emotionally sound, ultimately playing a role and adding their own skills for a nobler and more ethical society. The campaign was a success in accomplishing its objectives. Moreover, the local Dept. of the Family reported on the initiative to its colleagues in the US, who were so impressed that even then-president Obama heard about the initiative and personally called governor Fortuño asking for a copy of the campaign, translated, so that he could really see what we had done and understand every word.

During this time period, a law was passed to make adoption of children easier. We worked both in a promotional campaign ("**Nido Vacío**" or Empty Nest) addressing married couples who had no children, encouraging them to fill that void with a child that needed a home surrounded by love and care by people like them. We also did a campaign ("**Entrega Voluntaria**" or Voluntary Surrender), addressing women with unwanted pregnancies to voluntarily deliver their newborns for adoption so that those babies would have the opportunity to grow up in a stable home with loving parents. Both campaigns were not just emotionally charged, but were educational as well, providing guidance and explaining the most important aspects of the adoption process.

In our quest to protect children and ensure they grow to be functional, productive and wholesome adults, and because people often are not aware that child maltreatment is not only physical and sexual abuse, a campaign was also developed with emphasis on emotional abuse. The campaign had different approaches strategically used in the various media, like reenacting in radio shows the kind of verbal abuse so common among family members. Listening to the spots was like a reflection of yourself in a mirror, proving quite effective. On TV we had personalities discuss how children's lives and aspirations can be



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destroyed along with their self-esteem. Print ads had a more rational approach, providing information on where to seek help. The campaign had a very positive result across the board as this sort of problem is found in all of society's strata.

**Invest in Us** was another federally-funded educational initiative that provided important information on child rearing from the very early stages while promoting the best care for children even before being born.

We also did work in relation to other vulnerable populations like homeless people, the elderly, and children living in poverty or high-risk zones, coordinating, promoting, and mounting special events such as mobile preventive health units visiting communities and multisectoral councils to devise new and more effective ways to help the homeless.

*2008-Present*

When we acquired the KIA account in 2008, positioning KIA as a "Top Brand" was a priority for us from day one.

Our approach has been twofold: portraying the car as a beautiful work of design, and as a valuable, helpful machine at the center of our daily lives. In a recent seasonal/promotional campaign, for example, we presented a wife telling her husband how owning a KIA adds to quality of life in a marriage, this concept gave us a flexible outlet to use

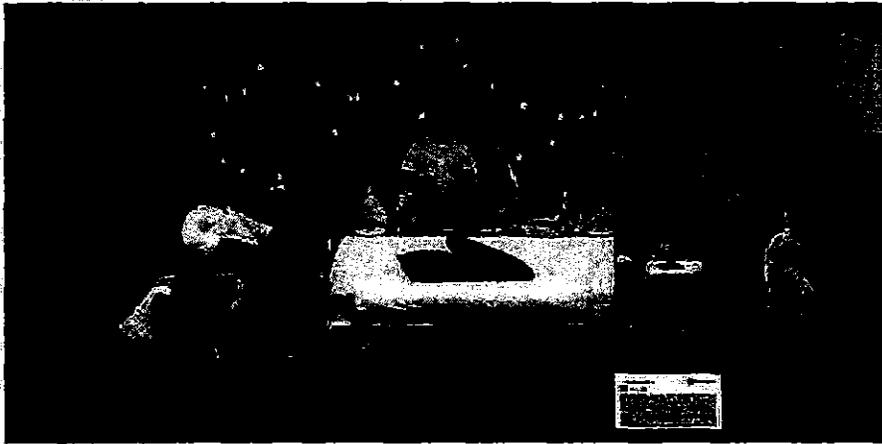


effective elements such as humor and body language. Other times we have portrayed the car as a work of (engineering) art in itself and an instrument we can "play" (drive) with our own hands. In a very competitive market and in spite of Puerto Rico's dire financial situation (economic depression for 12 years), we took the brand from position 11 all the way to Number 6 and kept it there for the last 5 years. Consumer perception of the brand has also improved accordingly.



2017

Last year we launched “Mi Casa”, a digital series that represents our most recent “first” in the mortgage category. Over 10 years of economic depression affected most sectors of the



market in Puerto Rico, and the mortgage category was no exception. In the midst of instability, we chose to be innovative, reinforcing solutions and family values. As the series highlights the

importance of family and community in our lives, the importance of having a home is enhanced. In a 360° marketing campaign, we engaged the audience, motivating them to access the website and enjoy the episodes of the very first web series in branded entertainment for the financial industry. The compelling and relevant story effectively reinforced the bond between Popular Mortgage and its audience through a content far more convincing and engaging than a traditional image campaign would. According to a Gaither Omnibus Study, 62% of viewers were motivated by the series to consider Popular Mortgage when purchasing a property. Furthermore, in a positively disruptive way the series underlines the significance of having an inclusive family where diversity is embraced. This helped obtain the highest top-of-mind awareness under the Paid, Owned, and Earned Media touchpoints. The way in which the brand, its products and services are effortlessly integrated into the story also added to the accomplishment of the advertising objectives. With an all-Puerto Rican cast and a local production team, everything is original in a series that was conceived, written, and supervised to the end by this agency.



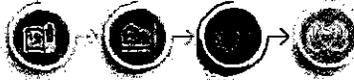
#### 4.0 Organizational Chart [RFP 6.2.1]

Publicidad Tere Suárez understands that this contract will support the full PR Public Relations Services Under CDBG-DR. However, since the RFP has only requested Key Personnel we have provided two organizational charts for this effort. Organizational Chart I (on the following page) shows our organization of the RFP required staff. In addition, we have provided a second organizational chart (Organizational Chart II) which shows additional the staff we have available to start, once the contract is awarded.

*TS*  
*TS*







### 5.0 Key Staff Résumé and Professional Information

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On the following pages we have provided resumes for requested Key Staff for the PR Public Relations Services Under CDBG-DR:

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# **Teresa Suárez-Castro**

**suarez@teresuarez.com**

PO Box 362319

San Juan, PR 00936-2319

(787) 960-2220

## **CURRICULUM VITAE**

### **EDUCATION**

**School of Visual Arts**

New York, NY

Bachelor in Arts Degree (1984)

### **PROFESSIONAL EXPERIENCE**

**Fireworks (1985 - 1989)**

Graphic Design Advertising Agency

San Juan, Puerto Rico

**Position:** Founder, Creative Director

*Responsible for the general administration of the agency. Overall accountability for the results of the agency's goals, objectives, people management and business development strategies. As the top position under the firm, also responsible for setting of company standards, policies and overall quality management. Also directs and administer the creative division. Develop strategies for advertising campaigns in direct coordination with account executives and clients.*

**Publicidad Tere Suárez LLC (1990 – Present)**

Full Service Advertising Agency

466 Hostos Avenue, San Juan, PR 00918

(787) 250-5555 | teresuarez.com

**Position:** Founder

President & Chief Creative Officer

*Responsible for the general administration of the agency. Overall accountability for the results of the agency's goals, objectives, people management and business development strategies. As the top position under the firm, also responsible for setting of company standards, policies and overall quality management. Also directs and administer the creative division. Develop strategies for advertising campaigns in direct coordination with account executives and clients.*

**BigLove™ (2013 – Present)**

Apparel & Accessories Line

San Juan, Puerto Rico | biglove.me

**Position:** Founder

President & Chief Creative Officer

*Responsible for the general administration of the business. Overall accountability for the results of the goals, objectives, people management and business development strategies. As the top position under the firm, also responsible for setting of company standards, policies and overall quality management. Also directs and administer the creative design division of the retail lines.*

**Bytefeed (2014 – Present)**

Digital Advertising Agency

San Juan, Puerto Rico | bytefeed.net

**Position:** Founder

President & Chief Creative Officer

*Responsible for the general administration of the agency. Overall accountability for the results of the agency's goals, objectives, people management and business development strategies. As the top position under the firm, also responsible for setting of company standards, policies and overall quality management. Also directs and administer the creative division. Develop strategies for advertising campaigns in direct coordination with account executives and clients.*

**AWARDS & ACCOLADES**

**1991** "Parque del Sol" (Brochure)

Award of Excellence

4<sup>th</sup> Annual Florida Print Awards

**1992** First Prize, Commemorative Poster

Puerto Rican Commission for the Celebration

of the Quincentennial of the Discovery of

America and Puerto Rico  
Senate of Puerto Rico

**1994** "Un pueblo que canta" (Poster)  
Francisco "Paco" Oller Excel Award  
Asociación de Relacionaistas Profesionales de Puerto Rico

"Un pueblo que canta" (Public Relations Campaign)  
Francisco "Paco" Oller Excel Award  
Asociación de Relacionistas Profesionales de Puerto Rico

**1998 Mujeres Destacadas** (Distinguished Women Award)  
El Nuevo Día

**1999** Villa Montana Presentation Kit  
Judges' Award  
12<sup>th</sup> Annual Florida Print Awards

**2000** "2000"  
Award of Excellence  
13<sup>th</sup> Annual Florida Print Awards

**2000** Honored Member  
International Who's Who  
of Professionals

**2002 Mujeres de Primera** (1<sup>st</sup> Class Women)  
Primera Hora

**2002** "Desarrollo Integral de la Mujer"  
Poster  
Honors Mention  
6th Optimus Design and Printing Contest

**2004 Mujeres de Negocios 2004** (Business Women 2004)  
Special Edition, El Vocero de Puerto Rico

**2005 "Mujer Coleccionista" (Art Collectors -Women 2005)**  
Puerto Rico House of Representatives

**2007 Special Recognition for 20 Years' Distinguished Career**  
Senate of Puerto Rico

**2007 "Santini"**  
Excellence in Design  
11<sup>th</sup> Optimus Design and Printing Contest

**2012 Ni una bala más (Not one bullet more)**  
Social Media Campaign  
Client: Policía de Puerto Rico  
CLIO Award

AR  
AR

CARLOS M. RIVERA-CUESTA, APR  
Puerto Rico License R-9  
D3 14th Street, Villas del Rio Bayamón  
Bayamón, Puerto Rico 00959  
787-647-2600  
[carlos.partners@gmail.com](mailto:carlos.partners@gmail.com)

SUMMARY:

A seasoned public relations professional with over 25 years of experience in the public relations counseling business. Skills include special emphasis on account strategy, planning and execution, media relations, crisis communications, special events and corporate communications. Software knowledge includes Microsoft Office (both platforms – PC and Mac).

PROFESSIONAL EXPERIENCE

April 2009 – present

PARTNERS COMMUNICATIONS  
Chief Strategist and Owner

Boutique type operation of a public relations firm that is dedicated to develop media relations, special events and corporate communications for small and medium sized clients for both local and Caribbean markets.

Representative clients: Copa Airlines, Centro Ararat, Supermercados ECONO, Banco Popular de Puerto Rico, Ashford Presbyterian Community Hospital.

Partnered with another local public relations firm to service clients such as McDonalds, Ballester Hermanos (Corona Light Beer and Concha y Toro Wineries).

2007 – 2009

SAJO, GARCIA, ALCAZAR  
Vice-President Public Relations

Joined the advertising agency to provide public relations and promotional services to the agency clients, while keeping own clients. Successfully developed the operations of the division, increasing the client data base and making the division financially sustainable.

Representative clients: Continental Airlines, Copa Airlines, Sheraton Old San Juan, Grand Melia Hotel, MasterCard Worldwide, Belcorp, Garage Isla Verde, Ponderosa Restaurants,

Puerto Rico Baseball League, Schering-Plough, San Jorge Children's Hospital.

1994 -2006

Partners Communications  
Executive Partner and Owner

Successfully established and maintained, for 13 years, a boutique-type public relations firm dedicated to develop media relations, special events and corporate communications for small and medium sized clients for both local and Caribbean markets. Extensive travel within the USA and the Caribbean for servicing clients. At one time, our company was the exclusive affiliate of Ketchum in Puerto Rico.

Representative clients: Continental Airlines, Copa Airlines, Holiday Inn San Juan, Caribe Hilton Hotel, Belcorp Corporation, Verizon Business, Motorola, Gillette de Puerto Rico, FedEx, Visa International, Univision Puerto Rico.

1992 - 1993

Headline Public Relations and Promotions  
Director

In charge of the public relations and promotions division of BBDO/Puerto Rico which dealt with local and international accounts. Supervised a group of 4 professionals. Took a division with limited billings and left division with billings that surpassed the \$1 million mark.

Representative Clients: Delta Airlines, Gillette, Mitsubishi Motors, Almacenes González, Dow Brands, B. Fernandez & Hnos, General Mills, FedEx.

1991 - 1992

Machín, Merced & Associates  
Public Relations Director

In charge of the public relations department of the agency, dealing with local and international clients. Exposure to Hispanic market events. Responsibilities included media relations, marketing public relations, special events and promotional requirements of the agency clients. Extensive travel through USA, Caribbean and Mexico.

Representative clients: Kinney Shoe Corporation, Foot Locker, Champs Sports, Caribe Grolier.

1981 - 1991

McCann-Erickson Corp., S. A.

## Public Relations Director

Established and organized the public relations department within the agency to serve the marketing public relations, special events and the promotional requirements of agency clients. Experience included successful product launchings, issue management, inaugurations and promotions that resulted on increased sales and awareness for clients.

Representative clients: Eastern Airlines, Lufhtansa German Airlines, Amex, Coca-Cola, Nestlé, L'Oreal, Lancome, General Motors, Unilever de Puerto Rico, Del Monte, Holsum Bakers.

## PROFESSIONAL ACTIVITIES

Member, Public Relations Society of America (PRSA), the world's largest organization dedicated to the ethical and professional standards of public relations, nearly 32,000 professional and student members.

On February 2001, obtained the accreditation from the Universal Accreditation Board (UAB) of PRSA, the APR. APR is a mark of distinction for public relations professionals.

Since 2006, held a chair within the UAB of the PRSA, as part of their participating organizations. This board overseas the Accreditation program and provides a balanced blend of backgrounds in several public relations specialties.

Member, Asociación de Relacionistas Profesionales de Puerto Rico, the only organization in Puerto Rico dedicated to advance the profession in Puerto Rico through high educational and ethical standards of its members.

Offices held within its Board of Directors – Vice-President, Treasurer, Incoming President, President, Past President, Treasurer (from 2012 to present).

## EDUCATION

BBA from the University of Puerto Rico, Rio Piedras Campus

## REFERENCES

Available upon request.

# WILMELIS MÁRQUEZ-MONTALVO

Montecillo Court, 10 Via Pedregal, Apt. 4809  
Trujillo Alto, PR 00976

Cel. (787) 585-1348

Email: wilmelis@positivoconsulting.com

## PUBLIC RELATIONS EXECUTIVE LICENSE R-352

*Communications, Corporate, Media, Government  
& Crisis Management Expert*

A well-connected, achievement driven Public Relations/Communications Executive with outstanding qualifications in all phases of business/corporate/government communications, with particular emphasis on strategic crisis management. Proven ability to assess and tackle critical situations and follow through to best outcome. Vision for high-return media opportunities and strategies that strengthen organizational market position and issue management programs across multiple industries. Bilingual (English-Spanish). Computer skilled (Word, PowerPoint, Internet Apps)

### CORE COMPETENCIES

- |   |  |  |   |
|---|--|--|---|
| <input checked="" type="checkbox"/> Community Relations   | <input checked="" type="checkbox"/> Fund Raising Benefits      | <input checked="" type="checkbox"/> Press Releases & Media | <input checked="" type="checkbox"/> Media Analysis      |
| <input checked="" type="checkbox"/> Slogans/Tag Lines     | <input checked="" type="checkbox"/> Event Coordination         | <input checked="" type="checkbox"/> Campaign Management    | <input checked="" type="checkbox"/> Client Presentation |
| <input checked="" type="checkbox"/> Radio & TV Promotions | <input checked="" type="checkbox"/> Multimedia Advertising     | <input checked="" type="checkbox"/> Article Writing        | <input checked="" type="checkbox"/> Corporate Identity  |
| <input checked="" type="checkbox"/> e-Newsletters         | <input checked="" type="checkbox"/> Corporate Image Projection | <input checked="" type="checkbox"/> Radio & TV Advertising | <input checked="" type="checkbox"/> Public Contacts     |
- Spirited, passionate, entrepreneurial, and professional**

### SELECTED ACHIEVEMENTS

- ✓ Successfully managed publicity campaigns for several blood drives the Puerto Rico Medical Center Blood Bank, doubling the amount of blood collected versus what had been achieved without the campaigns.
- ✓ Developed and implemented an outstanding public relations strategy that positioned Cooperatives as a financial alternative within the business market.
- ✓ Spearheaded the public relations-efforts for the Marriot Courtyard Hotel at Isla Verde amid environmentalists' challenges, reducing to zero its impact on the hotel's operations and occupancy.

### PROFESSIONAL EXPERIENCE

**Public Relations Consultant, POSITIVO CONSULTING SOLUTION, Trujillo Alto, PR**  05-Present  
Leads and manages the development and implementation of public relations strategies and communication plans for private and government clients. Scope of responsibilities includes:

- ✓ Accountable for reactive and proactive media management, identifying and developing excellent relationships with local, regional and national media, including print, electronic, radio, and TV.
- ✓ Outstanding crisis management expertise to pro-actively manage good and bad news stories and prepares reactive responses and strategies. Manages high profile up-to-the-minute announcements to minimize reputational damage.
- ✓ Provides communications advice and support to company's top management, legislative offices, agencies' directors, and business professionals including acting as media liaison.
- ✓ Writes copy and advertorial for various media, including press releases, articles, publications, brochures, newsletters, and corporate communications.
- ✓ Consistently raises agency/company profile, enhances corporate image, and tackles critical situations through targeted media and speaking opportunities to influence others' opinion positively.
- ✓ Successfully coordinates and develops events such as publicity campaigns, press conferences, roundtables, meetings, educational promotions, media tours, and networking events that deliver huge profits for clients.
- ✓ Possesses a wide range of well-connected media contacts from local news channels, radio and newsprint to major business magazines, fashion, and showbiz, ensuring that the message gets to those who can do the most good for the cause.

- ✓ Performs research/fact finding and monitors print and electronic media seeking opportunities to create an issue through the news, saving advertising costs.

**Clients:** Medical Administration Services (ASEM); Centro Cardiovascular de Puerto Rico y el Caribe; Women, Infants and Children Program (WIC); American Health Inc; Telecommunications Regulatory Board of Puerto Rico; General Permits Inspector Office; Marriot Courtyard Hotel, Isla Verde; Homeland Security National Office; General Service Agency; Corporation for the Supervision & Insurances of Cooperatives (COSSEC); Reliable Technologist Services Inc., QBE Seguros, Civil Rights Commission, Arokoel Inc., Hospital San Lucas Ponce, Hospital San Lucas Guayama, Hospital San Lucas Ponce, Hospicio San Lucas, Instituto Modelo de Educación Individualizada, Computer Inn, Aerostar Airport Holdings, Hospital Menonita de Caguas, Amadeus Bistro Restaurant, mycarespot, Asociación de Apoyo a Padres de Niños con Impedimentos, Puerto Rico Legal Marijuana, Restaurante T.tuan Old San Juan, Industrial Service Products -ISP-

**Communications Director**

☑ 01-04

SAN JUAN MUNICIPALITY PRESS OFFICE

- ✓ Developed and implemented Public Relations strategies for San Juan Municipality.
- ✓ Supervised staff of 25 professionals.
- ✓ Liaison with media and professional associations and guilds.
- ✓ Train leadership for media interviews.
- ✓ Crisis management.
- ✓ Write presentations and speeches, public and internal announcements, brochures, articles, newsletters, and press releases.
- ✓ Media spokesperson.
- ✓ Coordinate events such as trade shows, roundtables, meetings, educational symposia and networking events.
- ✓ Organize and coordinate news media interviews and develop written responses.
- ✓ Oversee arrangements with media representatives, and develop and provide supporting materials, as necessary.
- ✓ Gather and deliver accurate information and develop appropriate tailored messages for media requests and other external parties.
- ✓ Advise and provide assistance and consultation to clients concerning possible public and media reactions on issues affecting client.

**Communications Director**

☑ 00

EMERGENCY PREPAREDNESS AND ADMINISTRATIVE DISASTER AGENCY, San Juan, PR

- ✓ Acted as media liaison. Fully responsible for all communications and media-relations efforts for the agency including events coordination, design and write informative and promotional material, and supervise public relations strategies.
- ✓ Coordinated with the media any coverage during disasters and emergency situations.

**Press Sub-Director, SENATE PRESS OFFICE, San Juan, PR**

☑ 96-99

- ✓ Supervised personnel
- ✓ Wrote press releases and captions for photographs.
- ✓ Covered public hearings, sessions, and press conferences.
- ✓ Provided information to several communications media assigned to cover news from the Senate.

**Reporter, UNIVISION - CHANNEL 41, New Jersey**

☑ 97-98

- ✓ Reported special events happening in Puerto Rico relevant to the Latin-American community residing in New York and New Jersey.

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**EDUCATION & CREDENTIALS**

**BA in Communications - Writing for the Mass Media** ☑ 96  
UNIVERSITY OF SACRED HEART, Santurce, PR *Summa Cum Laude*

**MBA in Criminal Justice** ☑ 00  
INTERAMERICAN UNIVERSITY OF PUERTO RICO, San Juan Campus, PR. *Summa Cum Laude*

Public Relations Professional, License No. R-352,  
Granted by THE DEPARTMENT OF STATE OF PUERTO RICO

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**PROFESSIONAL AFFILIATIONS**

- ✓ Over Seas Press Club  03-05
- ✓ Honor Students Association, UNIVERSITY OF SACRED HEART  95-96
- ✓ Journalism Students Association, UNIVERSITY OF SACRED HEART  94-96
- ✓ AIESEC, UNIVERSITY OF PUERTO RICO, Mayagüez Campus  92-93

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AC  
AR

**Margie Alvarez Suárez**  
*Public Relations Consultant*  
License RP #38  
(787) 317-0158

Margie Alvarez began her public relations career in 1987 as an account executive for a local advertising firm and later moved to the public relations department of West Indies and Grey Advertising as senior account executive. In 1996 she was appointed public relations director at the Auxilio Mutuo Hospital, Caribbean's largest private medical center. Here she managed various crisis including labor unions strikes and malpractice issues. After 3 years working in the healthcare environment, she accepted a new challenge that switched her to the banking and financial sector while working at the public relations department of Banco Santander Puerto Rico, the island's second largest financial institution. At Banco Santander, Margie was in charge of all external communications and media relations.

After this successful career in the private industry, Margie decided to become a sole practitioner, becoming public relations consultant to a variety of clients.

Margie is an active member of the Puerto Rico Public Relations Professionals Association, which awarded her the most important recognition (Francisco Oller Award) for an outstanding public relations work in 2003, for her crisis management campaign of the "Miramar Historic Zone". In 2009 Margie took part of Governor Luis G. Fortuño Inaugural Activities Committee in charge of media and public relations.

Margie is a seasoned public relations professional having ample experience in the areas of public relations and communications campaigns, special events, media relations, corporate advertising campaigns, brand and employees communications, public and corporate affairs.

Alice B. Quilichini  
aliceanam@yahoo.com  
787.649.6023

### Career Profile

Talented and highly motivated writer with a wide-ranging background of 34 years experience in the advertising/pr industry. Areas of expertise include drafting of engaging and effective content in all media, including web. Reliable and organized. Excellent interpersonal skills.

### Summary of Skills

Campaign concept development	Superb writer and editor
Excellent presentation skills	Proficient in English & Spanish
Broadcast production savvy	Translation experience
Strategic thinker	Deadline-driven

### Accomplishments

Multiple creative awards in both local and international competitions.

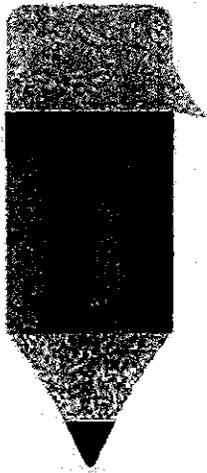
### Professional Experience

2006–Present	Publicidad Tere Suárez	Associate Creative Director
2001- 2006	Arco Publicidad	Associate Creative Director
1996-2001	Martí Flores Prieto & Wachtel	Associate Creative Director
1993-1996	de la Cruz & Assoc.	Creative Director
1989-1993	Park Advertising	Creative Director
1987-1989	Lopito Ileana & Howie	Associate Creative Director
1981-1987	Badillo-Compton	Jr. Copy – ACD

### Education

University of Puerto Rico (1966-70)  
Magna Cum Laude  
Major: Hispanic American Literature  
Minor: Romance Languages (French, Italian, Portuguese)

References: Available upon request



MM

MICHELLE  
MINOZZI

Cond. El Duero, Apto.  
1A, San Juan PR 00917

787-398-6943

minozzi@gmail.com

## About me

I get to wear different hats at the same time. You will come to think that I have multiple personalities, it may be true. I have no gender or age, because with 20 year of experience I have developed the ability to talk to children, men and women of different ages. I have learned a lot, from sealing a roof house to know which the latest fashion trends are. This is why is so fun to be a copywriter, accidentally one turns into an expert in everything.

## What I want

More than writing, I want to continue developing my skills integrating the creative area with other departments.

## Where I have worked

### Publicidad Tere Suárez - Octubre, 2016 - to presente

Senior Copywriter - Conceptualization, writing and production for traditional media and digital.

Accounts: Integrand, Motorambar-Kia, Popular, BigLove, Coliseo de Puerto Rico.

### DDB LATINA - August, 2015 - September, 2016

Senior Copywriter - Conceptualization, writing and production for traditional media and digital.

Account: Walmart

### SGA - April, 2006 - August, 2015

Senior Copywriter and Group Director - Conceptualization, writing and production for traditional media and digital.

Accounts: Plaza Del Caribe (Empresas Fonalledas), Pinturas Glidden, Scotiabank, Scotia Mortgage, Medalla, New York Anti-Aging, Gallo, Cable Access Media, Triple-S, Malta India, Schering Plough, National college, Air Master, Cutty Sark, Centennial, OOF, Cable Access Media, Ponderosa, Farmacias El Amal, PRAEP, Garage Isla Verde, Mueblerías Sedeco, Ashley Furniture, Liberty Cablevision, La Fondita de Jesús, Tulip, Sanofi, Fiat and Garage Isla Verde (Mercedes-Benz)

### De la Cruz & Assoc-Ogilvy - July 2001 - April 2006

Senior Copywriter - Conceptualization, writing and production for traditional media: Print, Radio and TV.

Accounts: R-G Premier Bank, Movistar, El Nuevo Día, Telecentro, Western Auto, Island Finance, Kraft Foods (Tang, Kool Aid, Crystal Light), Don Q Limón, ACODESE, Supermercados Amigo, Sears.

### Comstat Rowland - March 2001 - July 2001

Copywriter - Conceptualization, writing and production for traditional media.

Accounts: Toyota, El Nuevo Día, Ocean Spray, Lexis, La Montaña and Asociación de Constructores.

### Arteaga & Arteaga - August 1998 - February 2001

Copywriter - Conceptualization, writing and production for traditional media: Print, Radio and TV.

Accounts: Panasonic, R-G Premier Bank, Royal Caribbean, ICI Paints, Supermercados Selectos, Taco Maker, Primera Hora, Liberty Cablevision, R-G Mortgage, University of Phoenix, Motorambar (Kia), Health Distillers, Lifetime and Fundación Síndrome Down.

### Telecentro de Puerto Rico, Canal 4

August 1997- August 1998

Promotions Department - Promotion producer and copywriter



MM

MICHELLE  
MINOZZI

Cond. El Duero, Apto.  
1A, San Juan PR 00917

787-398-6943

minozzi@gmail.com

## Education

Universidad del Sagrado Corazón

August 1992 - December 1996

Bachelor's degree in communications

Concentration: Telecommunications

## Achievements and skills

- Production and supervision of TV and radio ads
- Bilingual
- Excellent oral and written communication
- Cúspide Award Finalist ACOESE, La Fondita de Jesús, Glidden
- Cúspide Award Winning 2011 - La Fondita de Jesús - Vending Machine
- Cúspide Award Winning 2015 - Glidden Hydrosteel - Loto

## Personal experiences

- Resident in Newburgh, New York, USA (5 years); Mar Del Plata, Buenos Aires, Argentina (9 years) and Puerto Rico
- Visited countries: Chile, France, England, Spain, Italy, Greece, Germany, Holland, Austria and Switzerland
- Annual Convention Jun 1999, Promax, San Francisco, California
- Jury for the AAAA Advertising Festival, February 2005, New York

MM

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MS

# MARICARMEN SUAREZ

msuarez@teresuarez.com | H: 787 547 6457  
PO BOX 362319, SAN JUAN, Puerto Rico 00936

## PROFESSIONAL SUMMARY

Accomplished Graphic Designer offering 15 years' experience working with multiple industry clients such as banking, construction, multiple departments of the municipality of San Juan, including, health, housing, family, security, emergency management, etc. Demonstrated success in project management, team leadership and schedule coordination. Fluent in Adobe Creative Suite software. Creative Graphic Artist and Designer with talent for developing unique custom artwork. Adept at thinking out of the box to generate ideas and concepts. Experienced overseeing individual projects as well as brand development collections. Knowledgeable about logos, marketing materials and website design. Demonstrated success at providing complete business services to corporate clients. Tech-savvy and creative, motivated to work on all projects collaboratively with the design team from conception through to final production.

## SKILLS

- Avid and Final Cut proficiency
- Design understanding
- Deadline-oriented
- Campaign development
- Videography
- Highly organized
- Self-starter
- Photo editing and retouching
- Skilled multi-tasker
- Social media
- Works well under pressure
- Team player
- Fluent in Spanish & English.
- Adobe In Design expert
- Adobe Illustrator expert
- Adobe Photoshop expert
- Sound editing
- Digital video production process
- Video editing
- Web Designer

## WORK HISTORY

**Creative Director** | Publicidad Tere Suarez - San Juan, San Juan 05/2003 - CURRENT

- Managed campaigns with specific focuses in order to meet customer needs and creative visions.
- Evaluated and contributed to creative team ideas and translated into actionable project plans.
- Developed high-impact creative projects from concept to completion, including trailers and promotional content for company campaigns.
- Recruited, hired and trained top candidates with an eye for performance.
- Established procedures and quality standards for department.
- Demonstrated advanced knowledge of music composition, sound design and digital graphics.
- Supervised the post-production process, including editing, dubbing and color correction.
- Edited footage to create videos for multiple multimedia platforms.
- Provided high quality results in a timely manner.
- Designed art and copy layouts for direct mail advertising material.
- Developed design deliverables that elevated, differentiated and functioned on-brand and on-strategy.
- Designed advertisements, tradeshow banners and signage from concept through completion.
- Generated detailed specs of final designs.
- Designed new on-brand visual elements to effectively convey concepts and messaging.

**Graphic Designer** | Florsheim Shoes - Chicago, Illinois

08/2001 - 05/2002

- Completed final touches for projects such as images sizes and font selection.
- Developed print materials such as brochures, banners and signs.
- Created digital image files for use in digital and traditional printing methods.
- Applied knowledge of production to create high-quality images.
- Designed art and copy layouts for direct mail advertising material.
- Maintained consistent use of graphic imagery in materials and other marketing outreach.
- Generated detailed specs of final designs.

**EDUCATION**

School of the Art Institute of Chicago, Chicago, IL

2003

**Bachelor of Fine Arts:** Graphic Design

Noble Desktop, New York, NY

2007

**Continuing education of In Design & Photoshop Software:** Design

**ACCOMPLISHMENTS**

- Designed in the development of Magazine The San Juan News for over 6 years.
- Supervised team of 12 staff members.
- Developed with team members a complete Brand for kids & teens. Biglove Brand with an array of 150 products manufactured in China.

**HOBBIES**

- Kite Surfing
- Golf



# LUIS E. RIVERA VIDAL

lerivera@teresuarez.com  
787.249.6625



## SKILLS



- Animation
- Content Creation
- Creative Direction
- Graphic Design
- Image Editing
- Illustration
- Motion Graphics
- Multimedia
- Photography
- Social Media
- Typography
- UI Design
- Video Editing
- Web Design

## TECHNICAL PROFICIENCY

**Platforms:**  
Mac OS, Windows

**Tools:**  
Adobe Creative Cloud Suite  
(Photoshop, Illustrator, InDesign,  
Acrobat, After Effects, Premiere Pro,  
Dreamweaver, Media Encoder)

Apple Pro Apps  
(Final Cut Pro, Logic Pro, Motion)

Microsoft Office  
(Word, Excel, Power Point)

## LANGUAGES

English • Spanish

## PROFILE

Experienced Creative Designer with a demonstrated history of working in the marketing and advertising industry. Exceptional collaborative and interpersonal skills; dynamic team player with well-developed written and verbal communication abilities. Strong media professional with more than 20 years of experience.

## EXPERIENCE

**2001 - PRESENT**

**Multi Media Creative Designer**  
**Publicidad Tere Suarez**

**Clients:** Acana Real Estate, Best Buy, Biglove, Click, Colegio Puertorriqueño de Niñas, Coliseo de Puerto Rico, Departamento de la Familia, Housing Development Projects, Integrand Assurance Company, Kia Motors, Le Macaron, MD Timeline, Miss Universe, Municipio de San Juan, My Care Spot, Nissan, Optometrics, Policia de Puerto Rico, Popular Auto, Popular Insurance, Popular Mortgage, Popular One, Revlon, San Jorge Children Hospital, Sistema de Salud Menonita, Terranova Development

**1997 - 1998**

**Art Director & Web Designer**  
**Isla.Net Communications**

**Clients:** Casiano Communications, Giselle, Salsoul, Texaco

**1994 - 1996**

**Pre Press Graphic Designer**  
**Estudio Gráfico Universal**

**Clients:** Kellogs, McDonalds

## EDUCATION

**1994 - 1999**

**Bachelor's degree in Computer Science**  
**Universidad Interamericana de Puerto Rico**

**1989 - 1994**

**Degree in Visual Arts**  
**Escuela Central de Artes Visuales**

## AWARDS

**May 2013**

**Clio Award - Bronze**  
**Clio Awards**

Campaign "Not one bullet more".

hello  
i'm gaby lópez



## CONTACT

**Maria G Lopez Suarez**

La Villa de Tarrimar

Rey Ricardo 388

Guaynabo PR 00969

787.908.7799

[gaby.lopezsua@gmail.com](mailto:gaby.lopezsua@gmail.com)

## SKILLS

- Visual ideation/Creativity
- Typograohy
- Design Software
- Print Design and Layout
- Creative Thinking
- Photography
- Networking
- Social Media Marketing
- Social Media Content

- Photoshop
- Illustrator
- Indesign
- Word
- Excel
- Power Point

## WORK EXPERIENCE

### Big Love (2015- Present)

Sales Person & Cashier

Help improves company web presence, optimize web content to increase traffic, suggest, design and implement digital campaigns, present social media strategies, stay up to date with digital technology trends, analyze digital campaign success

### Stick for love (2015)

Graphic Designer

### Carico International (2016)

Sales Representative

### Optica Optometrics Project

Developed the Facebook Page

Responsible for developing marketing strategies and product offers in social media.

Facebook page maintenance

Organizing trunk shows for our VIP customers.

Graphic Designer

Inventory purchase and processing.

Help improves company web presence and optimize web content.

### A.c.m.e Management Project

Event's Photographer

### Colegio de Optometras de Puerto Rico Project

Event's Photographer

### Hacienda Luna Llena/ Paso Fino Horse Show & Breeding Operation Project

Developed the Facebook Page of Hacienda Luna Llena

Facebook page maintenance

Working efficiently under pressure.

Identifying and addressing customer needs.

Building and maintaining good relationships with customers.

Help improves company web presence and optimize web content.

### Publicidad Tere Suarez (2017- present)

Graphic Designer

Assist with the creative aspects of different clients' projects.

Created different marketing strategies and slogans for new businesses. Wrote and edited articles web content, advertising copy, periodicals and publications for

## EDUCATION

Academia Maria Reina (2007 - 2009)

High School Degree

San Juan PR

Atlantic College (2010- 2017)

Graphic Designer Major

Jewelry Design Certificate 2011

Studio Photography Certificate 2014

Washington, DC

## LANGUAGES

*Spanish* —————

*English* —————

## REFERENCES



Carlos D. Gallisa Negrón

787-249-5492 c\_d\_gallisa@yahoo.com Lomas de la Serranía, 332 Calle Violeta, Caguas PR 00725

## Objective

Always looking for new and challenging projects that will allow me to both gain knowledge and experience for professional growth, but also in which I can use my skills and background for the company's and client's benefit.

## Experience

### DIGITAL CREATIVE DIRECTOR, GRUPO TAMARINDO LLC — MARCH 2012 - PRESENT

Development creative advertising strategies with digital and social media approach, continuous campaign data analysis to maintain better strategies, Digital Media buying and budget optimization, Give guidance to the creative people that work in my group. Worked accounts: Metal Lube, Boston Scientific, Myriad Benefits, Krispy Kreme, Coliseum of Puerto Rico, Para la Naturaleza.

### SENIOR ART DIRECTOR, SGA — MAY 2011 - FEBRUARY 2012

Conceptualization, design and production for traditional media and digital for accounts like Plaza Del Caribe (Empresas Fonalledas), Pinturas Glidden, Medalla, Ponderosa, Garage Isla Verde, cLiberty Cablevision, La Fondita de Jesús, Tulip, Sanofi.

### ART DIRECTOR, BADILLO NAZCA S&S — APRIL 2013 - APRIL 2011

I have worked on developing and designing high profile campaigns for major clients like Banco Popular, Toyota, Claro and Wendy's. Brainstorming TV, radio and print campaigns and creating look and feel for graphics designs.

### GRAPHIC ARTIST, RAMALLO BROS. PRINTING — OCTOBER 2001 - APRIL 2003

I acquired very important skills that have made me a better designer: composing, retouching, special effects and color management. Also corporate and logo design.

## Education

Online School of Design Sessions.edu, N.Y.

Web Design Certificate -1998 to 2001

University of Puerto Rico, Carolina Campus  
Bachelor in Graphic Arts

High School:

Colegio Nstra. Sra. Del Carmen, Río Piedras

## Awards

Freshman Award for Best Academic Scores

## Creative Awards

### *Cúspide:*

- Gold - "Wide" Toyota (Print)
- Silver - "Miedo" Toyota (TV)
  - "Musical" Toyota (TV)
  - "Francia" Toyota (Billboards)
- Bronze - "Oso" Toyota (TV)
  - "Maestra" Voces de la Cultura (TV)

### *Cúspide Young Creatives*

- Silver - "Muñeca" Ricky Martin Foundation (Print)

### FIAP

- Shortlist - "Wide" Toyota (Print)

### FIAP Maratón Jóvenes Creativos

- Shortlist - "Cuaderno" Local News Paper (Print)

## Skills

- Fully knowledgeable in computer graphic design, publishing and social media applications.

- ☑ Bilingual (Spanish and English)
- ☑ Freehand Drawing
- ☑ Excellent interpersonal relation
- ☑ Excellent analytical skills
- ☑ Very Creative
- ☑ Work well in a demanding environment

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*lauracabral*  
**LAURA CABRAL**

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## EXPERIENCE

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### HORIZON MEDIA

ASSOCIATE MEDIA BUYER

NEW YORK, NEW YORK NOV 2017-PRESENT

- Buying radio inventory for a total of 40 markets for known brands such as GEICO, Sprint, Boar's Head, among others
- Strategically analyzing each market's information to ensure demographic targeting is accurate for each client
- Gathering competitive information for each quarter's media buying plan to be ahead of competitors
- Negotiating with sales representatives to effectively reach each client's goal, while staying on budget

ASSISTANT MEDIA BUYER

NEW YORK, NEW YORK AUG 2016-NOV 2017

- Assisted two buyers in Local Radio buying by sending out orders, gathering market information and ensuring buy accuracy
- Managed daily discrepancies to ensure radio schedules are running as ordered for a total of 60 local markets
- Built relationships with sales representatives and assistants to provide a tailored client experience

### DOT PR COMMUNICATIONS

SOCIAL MEDIA

REMOTELY OCT 2016-JAN 2017

- Reported weekly to the CEO with social media execution plan for the agencies' page on each online platform
- Planned social media calendar to effectively reach the target audience
- Coordinated postings of L'Oreal, Maybelline, Bailey's, Johnnie Walker & Samuel Adams in Puerto Rico on agencies' Instagram
- Increased social media followers on Instagram to 150%, Twitter to 66.7% and Facebook likes to 100%
- Established Instagram aesthetic to make the page consistent

### ZIPPED MAGAZINE

WRITER/ LEAD STYLIST

SYRACUSE, NEW YORK AUG 2013-MAY 2016

- Created fashion and beauty content that appealed to target audience in order to increase viewership and on-campus influence
- Curated looks and photo shoots for the Fall 2015 and Spring 2016 issues, managing magazine staff and talent
- Selected editorial content for the final issue of each semester

## EDUCATION

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**Syracuse University**, College of Visual and Performing Arts, Syracuse, New York

Bachelor of Science in *Communication and Rhetorical Studies* May 2016

- SU Faraday House Spring 2015 London Study Abroad Program
- Member Beta Tau, Kappa Kappa Gamma Spring 2014 - Spring 2016
- Campus Influencer, Spotify Fall 2012
- ThirdChannel, Sales and Marketing Program for Marie Claire and Cosmopolitan Magazine Fall 2014

## SKILLS

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**Computers:** Excel, SBMS, Strata VIEW, Word, Power Point

**Social Media:** Instagram, Facebook, Snapchat, Twitter

**Languages:** Fluent in English and Spanish

**Interests:** blogging, fashion, photography, food, dog sitting

# SYR

# SUANIA YANIR RODRÍGUEZ

ACCOUNT EXECUTIVE

## CONTACT

787.238.2401

San Juan, PR

suania77@gmail.com

## OBJECTIVE

With over 20 years of experience in the communications field, 12 of them working directly with the San Juan Capital City as my principal client, enables me to carry out a positive manage through difficult and challenging situations, and all of them within a budget.

## EXPERIENCE

Publicidad Tere Suárez  
2002 - Current

### Senior Account Executive \ Promotion & Events Director

Took a lead in clients marketing and advertising strategies  
Lead the team to provide the utmost level of client service  
Liaise with clients at a senior level on a day to day basis  
Promoted the expansion of business with existing clients  
Worked with other senior managers to generate new accounts  
Completed projects to a specific schedule and within and agreed budget

Clients: *Municipio de San Juan, Defensa Civil, Municipio de Ponce, Policía de Puerto Rico, Departamento de la Familia, Popular Auto, Coliseo de Puerto Rico, Integrand Assurance*

Arteaga & Arteaga  
2001-2002

### Traffic

Worked with the various agency departments and employees to ensure the resources flow in a timely manner.  
Was responsible of developing a plan of action to ensure work is completed on time.

Clients: *KIA Motors, R&G Premier, R&G Mortgage, University of Phoenix, Supermercados Selectos, among others.*

Israel Rodríguez & Partners  
1999-2001

### Traffic Director

Responsible for managing the flow of work to ensure the ads are completed, within a budget, on time for publication or broadcasting  
Kept everyone on task and projects on deadline, handling the logistics and keeping all parts updated on the progress.

Clients: *First Bank, JC Penneys, Universidad de PR, First Truck Leasing*

National University College  
May 2018

## EDUCATION

### Business Administration

Concentration in Business Intelligence

## SKILLS

Highly dependable  
Experience in federal and local budgets  
Work Under Pressure  
Deadline oriented  
Good interpersonal skills

Inesmaria Muñiz Suarez

Creative Consultant at Tere Suarez

[inesmaria@trancecollective.com](mailto:inesmaria@trancecollective.com)

**snapchat:** ine sparkles

**twitter:** @inesmariamuniz

**instagram:** @inesmariamuniz

<https://nl.linkedin.com/in/inesmariamunizsuarez>



## Summary

bred to be creative. with the eye for design, and flair for production to be expected of a child with agencies and concert halls for playgrounds; artists, photographers, designers, writers, musicians, directors and visionaries as playmates.

as [a sociological theorist specialized subcultures] i've acquired a set of skills that allow me to understand people + demographics on a whole new level. trends, tendencies, language, online language, emoticons, music, aesthetics, and more within the backdrop of social media.

my work in sociological theory demands intellect, creativity and strong analytical skills. in today's world, advertising and marketing are no different.

## Experience

### Creative Consultant at Tere Suarez (2013 - 2017)

Brand development: Developed brand identity, voice, personality, language, values, achieved authenticity through consistency, strategy and analysis.

Strategic Consulting, including the conceptualization of ideas and customizing these for particular clients, cases, and/or campaigns. Done mostly by a complete study of demographics involved and tailoring more effective campaigns.

Created and ran a brand ambassador program for one of the brands, selecting tween role models that represent the brand's values and have strong social klout.

Generated new leads by establishing relationships with bloggers, influencers, and celebrities.

Crafting social media strategies that change regularly, implementing changes based on weekly social media reports to maximize efforts.

Content creation, and curation of all media to be used and continuously coming up with creative photoshoot ideas on a monthly basis to meet our content goals.

Idea person, analyst, copy-writer, and most recently pioneered using a web-series for one of our clients, carefully avoiding hard sells and product placement by writing the call to action directly into the story. I wrote the concept, characters, and all 12 episodes of the first series, which now coming out of production definitely exceeded my expectations and proved everyone wrong by pushing the envelope and finding a way to advertise that corresponds to our present mediated existence. People love stories, and no one creates better stories than me.

### **Senior Curator of the Social Media Department at Tere Suarez (2010-2013)**

Crafted Re-Branding marketing plan for a lifestyle brand in order to attract a teen/ tween demographics.

Designed and completed a brand ambassador program with 5 teen models, athletes, singers, and actresses to further the Re-Branding goals

Designed the template for the brands social media activities that runs on a 10 day detailed calendar to facilitate content creation and establish brand consistency in social media channels

Wrote a Brand encyclopedia dealing the language to be used in posts, emoticons, colors, slang, and other details that enhance the brand's personality and lead to customers recognizing the brand voice, even in posts without logos, products or anything else that might be received as a push/hard sale.

### **Jr. Account Executive at Tere Suarez (2010-2013)**

Analyzed trends, products and demographics to estimate public reception of new campaigns. Identified the best medium for a given campaign and increase effectiveness by customizing the essence of the campaign to the various new media outlets to maximize versatility and increase credibility.

Identified the best approach, language, imagery, and style to get the clients message across when focusing on a particular (or various) demographic.

Submitted daily, weekly, and monthly social media reports for each client or product. • Created and/or edited short videos, TV spots, interviews, case studies, etc.

### **Genus Group, Advertising Agency (2007-2008)**

#### **Intern**

Served as assistant to publicist running the campaign for the San Juan City mayor. • Provided support to publicist running the campaign for the San Juan City mayor.

Provided support to publicist in media tours, media buying, interviews and public appearances. Assisted coordinating the agenda.

### **Promotores Latinos, Event Production Company (2003-2005)**

#### **Intern**

Research Artist/Event selections, contact people in target areas of future productions, carry out dialogues and arrange meetings between talent and production teams.

Establish, develop, and maintain effective liaisons with sponsors, venues, and clients. Made sure all parties are taken care of and assist to their needs.

Full supervision of the data collection, data entry and after analysis encompassing the findings into reports delivered to each client.

## **Education**

### **Leiden University**

Master of Arts (MA), Cultural Anthropology and Developmental Sociology, 2016 - 2017

### **Webster University Leiden**

Master's degree, Communication and Media Studies, 2013 - 2014

### **Fordham University**

Bachelor's degree, Sociology, International Studies, 2006 - 2011

## **Projects**

**European Space Agency - BIC Noordwijk Ad**

Members: inesmaria muñiz suarez

Modernize the promotional videos used by ESA BIC Noordwijk creating a spot that was easy to watch, modern, and most of all shareable. I used the great facilities in Noordwijk to shoot different scenarios in the most natural way possible, then edited it using fast cuts that complimented the music to highlight the awesomeness of the organization in a way that was approachable to demographics of all ages, particularly young professionals.

## Skills

Proficient in Windows and Mac OS platforms,

Microsoft Word, Excel, Power Point, Illustrator and Final Cut.

Ability to Perform Under Pressure

Critical and Analytical Thinking

Social Media Master

Innovative Campaign Machine

Creative Writing

Public Speaking

Bilingual

Extensive Video and Audio Editing Skills

Social Media Strategist

Crafting Brand Identity

Audio Branding

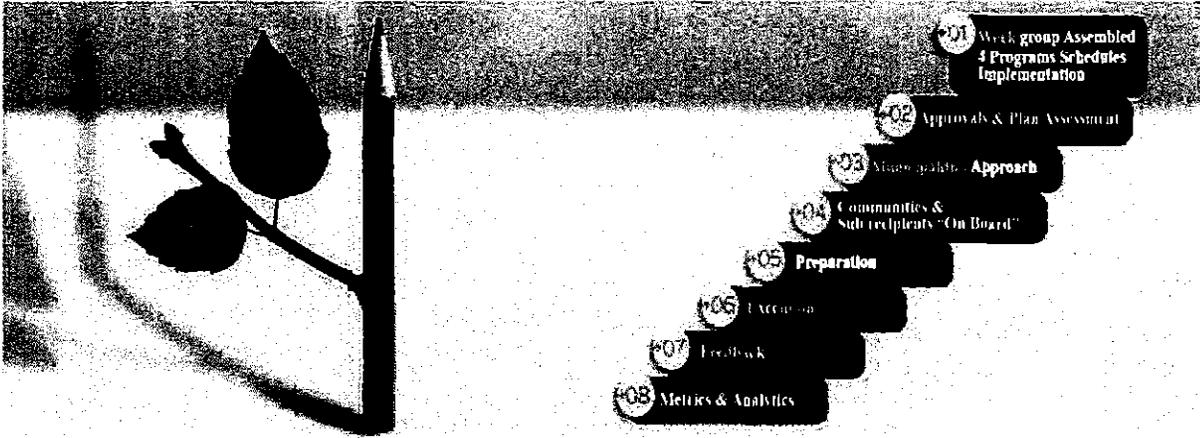
Re-Branding

Sociological Theorist

EDM Cultures Scholar



## 6.0 Work Approach



### 6.1 APPROACH TO THE GENERAL ADMINISTRATION AND COORDINATION OF THE EFFORTS UNDER THE ENGAGEMENT WITH PRDOH

*Calendarize the strategic communications plan of the Housing Office*

Through the Project Manager, we will identify the opportunity areas and the objectives of each program, as established on the action plan. This would be a joint effort with selected personnel from the Housing Department.

When this workgroup is assembled, the main task will be the calendarization of the four programs and its various initiatives. This will allow us to spread the messages with a cascading effect, one per initiative. This way, the messaging will not conflict with or overlap each other. We see this technique as a unique form to convey the message in a simple, direct and unique way, while still making all initiatives relevant.

For this phase, we will schedule a series of meetings so that each team can establish their priorities. With the objectives and strategies clearly established, the planning and implementation of the tactics will be developed in an organized manner. These meetings will help us organize all messaging platforms and decide which will be the order of each one and how they will be distributed.

**01 PRDOH** Once the action plan is calendarized and consolidated, this will mark the beginning of PHASE TWO – the approach to the municipalities. Here the recommended strategy is to have separate meetings with each

**02 The Mayors**



individual municipality. The idea is to give the necessary support to each one of the municipalities and mayors, so that we can work in a more efficient way with their personnel across the different areas. The central idea is that the mayors will help us identify members of the community that will work with us.

In the case of those mayors that are not supportive of the programs, and depending on the areas, there will be additional focused efforts in order to convince them to join the programs.

### 03 The Communities / Sub recipients

Upon identification, communities will be reached in order to introduce the program, so that they will identify role models and spokespersons that will help us generate content and through the social media, thus generating further buzz among the public. One of the best crisis-management tools is the social media because it spreads faster than any other tool. Before launching the Programs, we must have designated a HUB-type group per region, including key members of the voluntary organizations. They will have been trained to deal with the news media to be capable of answering questions, document and create content to be posted A.S.A.P. Press releases would be simultaneously prepared and delivered, providing the designated spokesperson to contact about the issue.

This type of work will need additional efforts from the group assigned for these tasks. It will be important to give them the necessary follow-up and be clear when establishing due dates, so that timely performance will translate into the attainment of the established objectives. This will allow the Project Manager and its staff to serve as a link with the municipalities, communities, and ultimately the beneficiaries.

The Project Manager will be a coordinator and liaison with any partner, sub grantee and other parties, to create and maintain communications and enlist their cooperation in promoting campaigns and events.

### 04 Preparation

Once the feedback from the mayors, the communities, and the role models is collected, there will be series of meetings with the Department of Housing in order to identify possible spoke persons (personalities) and to discuss and plan ideas for the events that have been recommended.



In order to spread the message among the media, we are recommending press conferences to take place hand-in-hand with a social media campaign featuring the personalities and spokespersons already identified.

Media relations will be produced (traditional and digital media, including television and radio). Here, we will also capitalize on the personalities and spokespersons through interviews (editorial and paid). When considering media personalities, we know that the message will spread more extensively because of the influence they have on the public.

## 06 Execution

- *Step 1.* The tactics of our plan will be to divide and organize by marketing promotional tools – advertising, direct, social, PR, events, in-store, promotions, websites, etc. This will provide a full scope of what the plan includes and entails.
- *Step 2.* All duplicities will be eliminated in order to prioritize ideas for an effective and timely performance.
- *Step 3.* The available human resources will be assigned to the various tactical efforts in a way that will preclude, whenever possible, assigning two or more resources to the same tactical effort.
- *Step 4.* Roughly determine how long it will take to execute each task. We will think of time in terms of whether it will take one month or less, two to six months, or seven or more months.
- *Step 5.* The cost associated with producing and delivering each idea will be analyzed and scrutinized accordingly in order to present the most reasonable costs for each of the initiatives.
- *Step 6.* A flowchart with a timeline will be developed for each tactic. The flowchart will include: a brief description of the task, cost estimate(s), launch date, and responsible party. The timeline on this spreadsheet will consider the breadth and depth of the strategic plan. Each item shall have a budget, timing and resource allocation associated with it.

## 07 Feedback

Because this is an interactive, multidisciplinary process driven by several factors, a sound monitoring process will enable us to stay on track. Below is an example of an efficient and effective monitoring process:

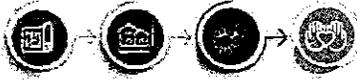


- Hold review sessions for all programs/phases on a frequent basis
- Review results obtained so far, vis a vis objectives and future activities to determine if they are still useful, making any changes that may be needed in order to ensure the work being done will produce the expected outcome
- Review strategy and focus on the big picture of what we want to accomplish, evaluating and assessing those elements of the program are working as expected
- Learn from mistakes and make the necessary changes to achieve goals
- Review milestones
- Breakdown results
- Review results vs the plan

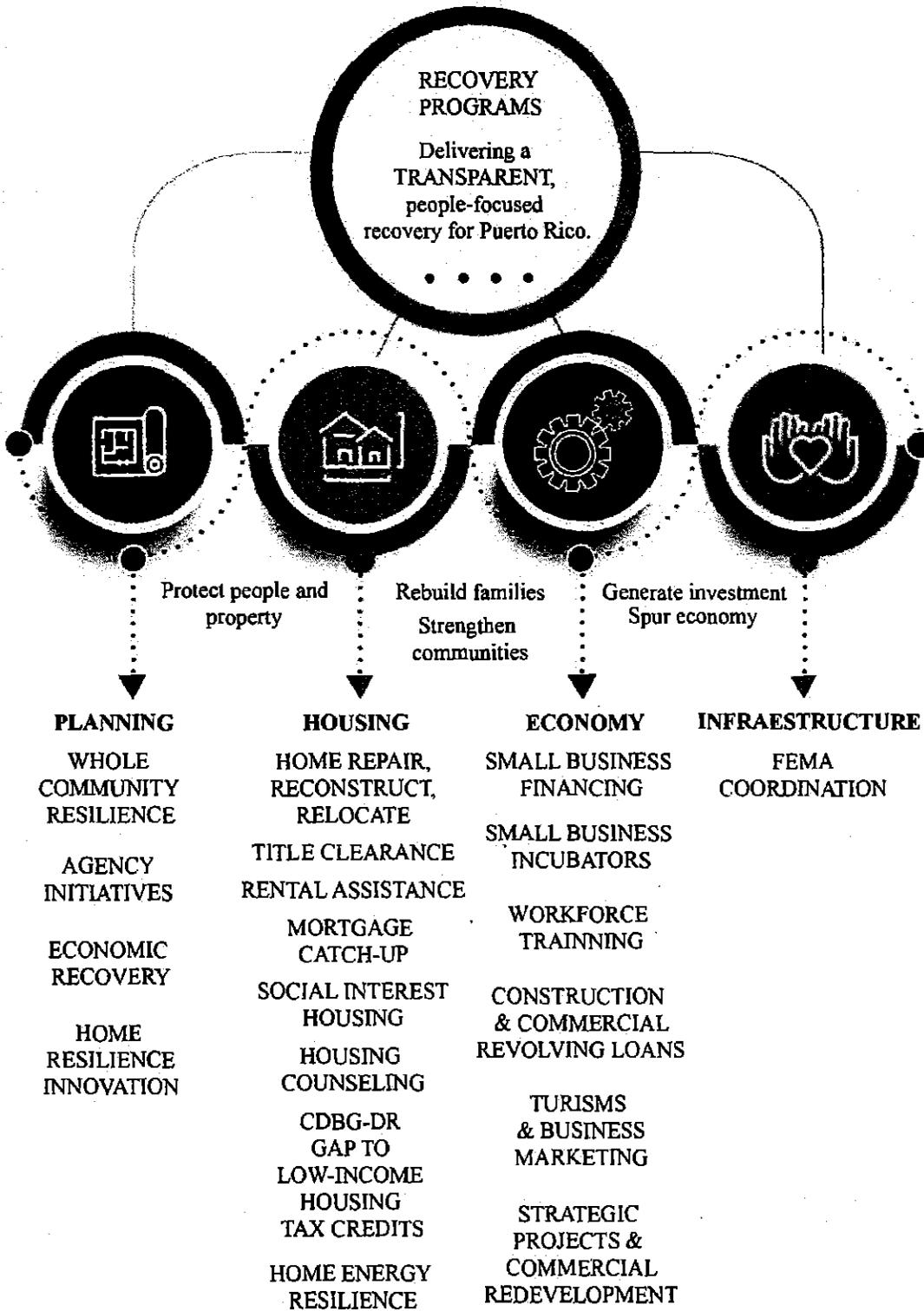
08 Metrics & Analytics

Establish a monitoring office in order for all activities conducted under the Action Plan to be documented and backed up by reports and any other documentation that

will allow for measuring, evaluating, and analyzing them, as required by HUD/PRDOH guidelines that rule our scope of work.



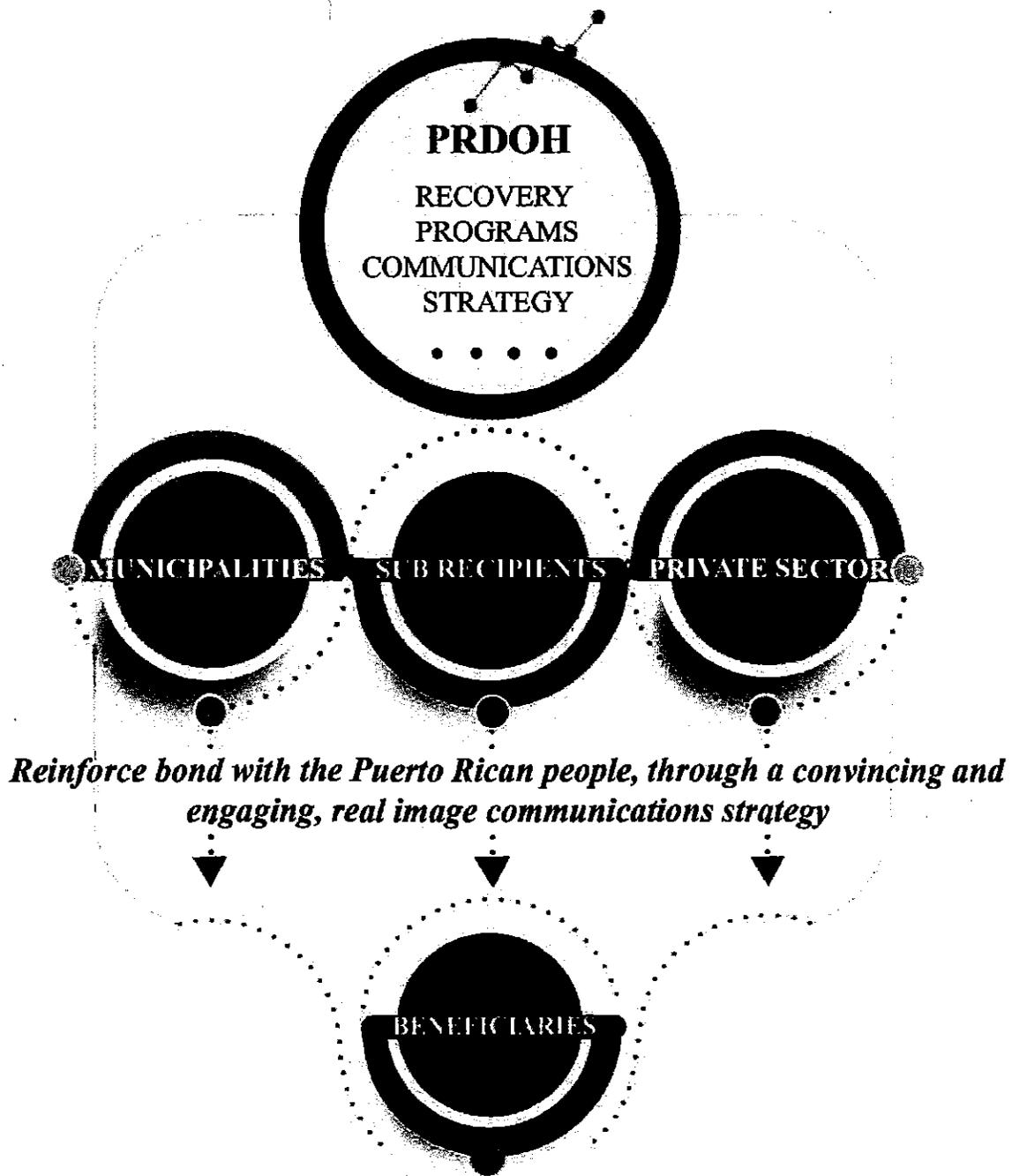
## 6.2 OVERALL COMMUNICATION AND CRISIS COMMUNICATION PLAN



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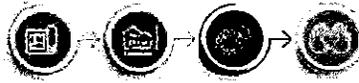


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***Documenting Puerto Rico's path to recovery through the Action Plan***

Here we have a compelling and relevant story to tell. One that will **reinforce HUD/PRDOH's bond with the Puerto Rican people** through content far more convincing and engaging than a traditional image campaign, *simply because it is real.*



**Documenting history as it unfolds.** Taking videos from everything that's going on in the program, such as meeting with the alcaldes, going to the communities, meeting the people, holding interviews, and doing the planning and the work, will allow us to tell a story in which we have control of the narrative. This is important because bad publicity will always be a factor, but we can be ahead of it, as opposed to reacting to it once it is out there.

Not only will we never look like we are out of control, but we will have a **cohesive, transparent, and plausible story**. Situations are likely to come up that we cannot erase or disregard, but we can influence the message by having **control of the narrative**. **We can control the images, the language, and ultimately the audience response**. Showing vulnerability and owning any mistakes cannot and should not be avoided, but the way in which we do this will be up to us. Instead of **reacting**, we must **prepare, cover our bases, understand our vulnerability, and take this into account when constructing our message**.

**Big changes come from the bottom up**. Just like in the work to be done in the Action Plan, where the **first stages develop trust** as all the parties involved get to know each other, learn about the plan and start to get involved. And after all the struggles, we realize something big has taken place and we all have worked together to make it happen. **This is grassroots in action**.

**Start small to see it grow**. This project will take its time to come to fruition and there will be a number of phases, where the little progress accomplished will seem and feel like a victory, increasing everyone's drive to do more to reach the goal. **Like a team in a competition, where each point leads us to the next, all the way up to the top**.

Our plan is to treat the proposed documentary as a broadcast series that features what is happening in Puerto Rico, showing the progress as we advance through the various stages and aspects of the Action Plan and transmitted online **through YouTube, Facebook**, and any other social media available.

A 360° marketing public relations campaign integrating online, and offline media will engage the audience, **motivating them to access the website or use the call center to be and stay informed**. For additional promotional purposes, we could also partner with an interested local TV channel.

**A media tour and other public relations efforts** will complete the promotion of the Series with two press conferences: one in the morning for the Business Media, and a special event in the



evening for the Entertainment Media, attended by key people involved in the many aspects of the Action Plan, local personalities that have joined the cause, and valuable collaborators who are community residents.

Episodes will transmit with a delay of one month **in order to choose and edit the best video clips, delivering a TRANSPARENT, people-focused recovery story to all of Puerto Rico.**

**The power of Authenticity. Help Refugees** is an inspiring example that reflects the kind of approach we intend to use in our work; it had a strong style of communications from the start – collecting personal stories, connecting these to practical action and building viral campaigns online. They were filling a gap and were reactive and flexible, enabled real-time collection of stories and demonstration of impacts. Their storytelling was unfiltered and unhindered by any specific communications strategy or policy, other than to report back on what they saw - **leading to authentic, values-led messages that resonated with the public.** There was no message testing or conscious reframing of issues, no opinion or analysis, **they simply acted as a conduit and a witness for those who were in the camp.**

- The speed at which Help Refugees gained traction and formed as an organization was largely down to having the right message, at the right time, from the right people. Beyond this “good timing”, Help Refugees filled a gap not being met by existing organizations. It was able to operate flexibly and reactively, being unhindered by the legal and financial structures of larger, more established organizations.
- The consistency and authenticity of the message communicated by Help Refugees has been key to its ability to connect with, and gain support from, members of the public. Help Refugees is a well-networked organization, with natural advocacy skills – these factors have contributed not only to its ability to **mobilize action from its supporters, but also to its ability to lobby for change and to make important connections on the ground.**
- **Professionalism, organizational skills and – most importantly – a willingness to learn and ask for help where needed,** have been vital to Help Refugees’ ability to manage the unexpected influx of donations (in terms of time and money) in the early days and then to scale up activities.

**Grassroots is about meeting and energizing people at their homes and at their businesses.**



In 2008, when Twitter and the social media made their entrance into the political scene, Obama took the grassroots structure that had influenced him and Michelle Obama in their youth and transferred it into a campaign of our times, using technology for the first time to engage the younger generations not just in the democratic process, but in the political process as well. And for the first time since the 60's, young people became interested in learning what the political issues that matter were. Not only that: **they started learning about the structure that goes from community centers and public service to community leaders, to Congress and the rest of political machinery.**

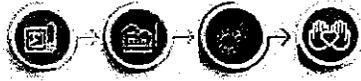
The idea of using social media not only started the trend that we witness today, **where people want to feel part of the local and national political conversation, but it also made way for the kind of local grassroots as a side effect to crisis situations.** For example, in the aftermath of Hurricane Maria, as government collapsed temporarily, community leaders and everyday people that were never important to the operation of the country began to organize their localities in order to be able to coordinate recovery efforts from the bottom up. This ground up movement, reinforced by the social media continues successful over and over again.

#### **Public Relations and Crisis Communications *from the bottom up***

Through **strategic grassroots communication tools**, we will disseminate the programs in a way that the *public understand the message, grasp the significance of its benefits, and appreciate the mission of the Department of Housing helping disadvantaged citizens of specific areas.*

Our communications tools will also help spread the necessary information to the various publics that the programs are addressing. Ensuring a steady and strong connection between the media and influencers and the Housing Department will further advance a development of effective communication channels between these important publics.

**This specific communications plan will allow us to identify possible issues and work with them proactively, before the development of any crisis.** Communications tools such as fact sheets, key talking points and standard press releases that can be adapted to several situation are only a few of the elements that the plan must include in order to be ready at any given moment. Special consideration should be taken as to have in place authorized spokespersons, who are media-trained specifically for crisis situations.



In summary, an overview of the communications and crisis communications plans shall include basic R.A.C.E. components such as: **Research** – *assessment of the situation and possible effects*; **Action** – *a communications plan in place ready to be implemented*; **Communications** – *using all available tools to help communicate the development of the plan*; and **Evaluation** of the results and *de-briefing to adjust as needed and continue with the plan*.

The program shall be divided into phases.

The **first phase** of the program is to include the following aspects: Community Planning, Register Titles I, Jobs I and Efficiency I. For these initiatives, the communications and public relations plan will consider a media relations plan with emphasis on **press conferences** (with their appropriate information kits) **in-depth articles for media, and roundtables**. On this phase, it is important to consider **not only the national, but also the regional media, digital media and bloggers**.

Meetings within the community organizations should be considered, as well as employment and entrepreneur fairs. We should also closely monitor upcoming business start-ups, which could be an interesting part of the community.

Special events as a part of the communications efforts are also to be considered, especially for initiatives such as the Resilience Innovation Guidebook and Home Innovation “on wheels”. This will allow us to spread the message in a creatively different way, where we will convey the message in-site.

The **second phase** of the program is to include the following aspects: Social interest housing, Housing counseling programs, with topics such as low income tax credits and home energy resilience included. Again, the communications and public relations plan will consider a media relations plan with emphasis on press conferences (with their appropriate information kits) in-depth articles for media, and roundtables. **On this phase, it is important to consider not only the national media, but also the regional media, digital media, and bloggers**.

Two interesting tactics to be recommended are a **travelling information center that will bring the necessary information to basically the doorstep of the residents**. This tactic could generate extra publicity and media attention, because of its unusual and infrequent approach.



Another innovative tactic to get the attention from residents is a **Family Day Event**. This is a planned event that gives family a chance to celebrate the meaning of being a family and to expend quality time with their love ones by participating in fun activities together This will again help to generate publicity, media attention, and community awareness.

The **third phase** of the program is to include the following aspects: Home repair reconstruction and relocation, Title clearance, Rental assistance, and mortgage catch-up. Again, the communications and public relations plan will consider a media relations plan with emphasis on press conferences (with their appropriate information kits) in-depth articles for media, and roundtables. On this phase it is important to consider **not only the national, but also the regional media, digital media, and bloggers**.

Other, more tactical and focused events are to be developed in the form of alliances with SBA, PYMES and Chamber of Commerce, as well as employment fairs, small business incubators and accelerators, and micro-entrepreneurs.

Other opportunities could arise with the formation of **“rescuing committees”** for shopping centers and districts, as well as workshops and seminars for small and middle size businesses. Again, this will help develop further publicity and media interest.

For the crisis communications management, it is important to prepare a crisis reference guide, where all agency resources are available within a hand’s reach at the time of the crisis. We must keep a “docket file” of statement examples, press release templates and examples, as well as a detailed overview of how to respond to the various scenarios that could be presented. Media training for spokespersons is a must on this cases, and more than one spokesperson should be properly trained.

Public Relations and design structures have to work with social science and statistics, but also with message. Knowing how to make this appealing and how to frame the message will ensure we can get the necessary leaders involved. **This agency is right for the task because, not only do we have experience working with politics, but we also understand how community leaders and the entire sort of ground up structure works. We have already delivered this successfully during Santini’s 3 consecutive terms as mayor of San Juan.**



### Whole Community Resilience Planning

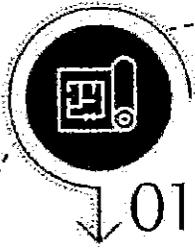
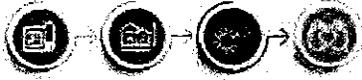
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**Planning and Capacity-Building Program Recovery Solutions**  
 for all communities to increase individual & collective  
 preparedness and ensure greater resiliency to threatening climactic  
 events, at both community & national level.

*Target:*

**Phase 1:** Stakeholders (emergency management personnel), NGOs (planning firms and developers) Municipal government officials

*“Be part of something bigger” “Se parte” 6.3-6.4 Events, Activities and Media Approach*

Challenge	Communication Strategy	Tactics
<b>Get Municipalities involved in the program to conduct community planning in order to achieve our goals. (Eligible to reimbursement for documented staff time up to \$20,000)</b>	<b>Municipality Brainstorming Meetings</b>	Make them feel to “take part” in the program by brainstorming together to come up with ideas for data collection, initial analysis, technical training, and outreach to communities within the Municipio
	Meeting Collaborators Stakeholders (emergency management personnel), NGOs (planning firms and developers) Municipal government officials	Work a media presentation to allow communities develop a stronger social infrastructure (policy- planning and management capacity) and at the same time use it as a “Press media kit”



**Whole Community Resilience Planning**

• • • •  
**Planning and Capacity-Building Program Recovery Solutions**  
 for all communities to increase individual & collective  
 preparedness and ensure greater resiliency to threatening climactic  
 events, at both community & national level.

*Target:*

**Phase 2:** All Communities, specially LLI

*“Be part of something bigger” “Se parte” 6.3-6.4 Events, Activities and Media Approach*

Challenge	Communication Strategy	Tactics
<b>Preparation for Phase 2</b>	Municipality \$500,000 Award Awareness Meetings	Work an encouragement campaign to assure the participation
	Meeting with Target Collaborators Stakeholders	Provide, encourage and prepare willing participants.
	Meeting with community for “Pep rally” tactics	Community “Planning Competition Pep rally”



### Managing The Unregistered Housing in PR

Identifying unregistered properties and structures that are informal or lack ownership title across the Island will provide for land use that is duly allowed, planned, inspected, and insured while ultimately securing emergency responses that better meet public safety and facilitating inter-agency efficiency.

**Target:**

Residents with unregistered housing.

*"Be part of something bigger" "Se parte" 6.3-6.4 Events, Activities and Media Approach*

Challenge	Communication Strategy	Tactics
Develop a uniform parcel registry and GIS database.	Meetings with The Planning Board	Drafting Press Material
	Municipality Engagement Meetings	Every property in the Municipio should be accounted: 1. For the event of an emergency 2. Tax purposes 3. Adequate property planning
	Effort to form "Community Planning Engagement Group"	Work to promote this "Group" with the purpose to have "your" perfect community, and "take part", (se parte, in Spanish) in it.
	Meeting with Sub recipient groups	Communication Channel



### Economic Recovery Planning

#### Planning and Capacity-Building Program

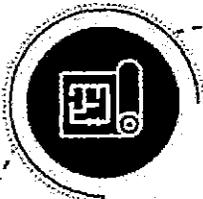
PRDOH and DDEC will lead overarching efforts to create jobs through promotion and communication (implemented apart from the Planning initiative), efficient public service, business creation and public investments.

*Target:*

Phase 1: Pharmaceuticals, Manufacturing, Technology, Construction, Real Estate, Agriculture, Tourism, Other. Phase 2: Community, LMI, LLI

*“Be part of something bigger” “Se parte” 6.3-6.4 Events, Activities and Media Approach*

Challenge	Communication Strategy	Tactics
Create jobs	Meetings with PRDOH	Strategies for job creation (LMI) Determine priorities, resources and actions
“jobs” for sale / Promote “job spots”	Meetings with Target to brainstorm on their private job development experience and how to apply it	Job Creation
	Meetings with Target separately to convince them to join the “Job Donor” program	Make them feel the responsibility, and “take part”
	Meeting with Sub recipient groups	Communication Channel



### Home Resilience Innovation Program

#### Resilience Innovation Guidebook

Total allocation of \$750,000 in Planning funds to the UPR for the development of a Resilience Innovation Guidebook outlining concrete strategies for implementing the innovations developed as part of the program.

04

*Target:*

Phase 1: University of Puerto Rico Phase 2: Communities

*"Be part of something bigger" "Se parte" 6.3-6.4 Events, Activities and Media Approach*

Challenge	Communication Strategy	Tactics
Issue Home Resilience Innovation Guidebook	Meetings with PRDOH	Strategies for outlining the program process
	Meetings with University of Puerto Rico	Plan, determine & Schedule the program



## Home Repair, Reconstruction or Relocation Program

### Let's Repair, Reconstruct or Move

Housing construction, acquisition, green building standards.

The program provides funding to homeowners to repair or rebuild damaged homes.

**Target:**

Low and moderate income households across Puerto Rico whose properties need immediate repairs due to damages caused by the hurricanes

+ Elderly (65+) and disabled populations + Relocation of families in hazard zones

+ UGLGs (Municipality) + Contractors and developers.

**"Be part of something bigger" "Se parte" 6.3-6.4 Events, Activities and Media Approach**

Challenge	Communication Strategy	Tactics
Reconstruct, reconstruct or relocate	Meetings with PRDOH	Strategies for outlining the program process
	Meetings with Municipalities for Engagement.	"Information Task Force"
	Meetings with contractors and developers for schedule expectative.	Crisis Management Prevention



### Title Clearance Program



#### Be a Home Owner

Public service initiative to provide clear title to homeowners throughout hurricane-impacted areas.

02

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**Target:**

Residents with no home title.

*“Be part of something bigger” “Se parte” 6.3-6.4 Events, Activities and Media Approach*

Challenge	Communication Strategy	Tactics
Return displaced home owners home. Promote long-term self-sustainability.	Meetings with PRDOH	Strategies for outlining the program process (Qualification)
	Meetings with Municipalities.	“Community outreach”
	Meetings with contractors and developers for schedule expectatives.	Program Implementation Guide
	Meetings with Municipalities	Make applicants aware of the commitments and responsibilities assumed under the program



### Rental Assistance Program

• • • •

#### Be at Home

The program seeks to provide safe, affordable housing to already cost-burdened households, particularly the very low-income elderly.

03

*Target:*

- LMI residents in need of affordable rental housing,
- Residents relocated from hazard zone, while their home is under reconstruction or rehabilitation,
- HUD-certified housing counselors, Municipal officials.

*“Be part of something bigger” “Se parte” 6.3-6.4 Events, Activities and Media Approach*

Challenge	Communication Strategy	Tactics
Promote housing sustainability. Preserve the loss of affordable rental units.	Meetings with PRDOH	Strategies for outlining the program process.
	Meetings with Municipalities for Engagement.	<i>“Information Task Force”</i>
	Meetings with Realtors and Mortgage Bankers for a rental unit information portfolio	Crisis Management Prevention



### Mortgage Catch-Up Program



#### My Home Payment Assistance

The program will provide mortgage payment assistance up to 100% of principal, interest, tax, and insurance on arrears for a maximum of 12 months dating back to the time of the hurricane.

04

**Target:**

FHA Mortgage holders facing economic challenges to bring mortgage loan back to good standing.

*"Be part of something bigger" "Se parte"*

*6.3-4 Events, Activities and Media Approach*

Challenge	Communication Strategy	Tactics
<ul style="list-style-type: none"> <li>- Help homeowners to remain in their homes and prevent avoidable foreclosures.</li> <li>- Promote the development of social-interest housing and provide financing facilities, subsidies, and incentives so that people can acquire, rent or stay in a decent home.</li> <li>- Lead participants to eventual financial stability.</li> </ul>	Meetings with PRDOH	Strategies for outlining the program process
	Meetings with Mortgage Bankers	<i>"take part" and promote</i>



### Social Interest Housing

#### A Home for Everyone

Population with special needs have become increasingly vulnerable to recovery due to hurricane impact. Thus, additional supporting housing is needed.

**Target:**

Special needs population + Non-profit/ Non-governmental organizations + Construction firms + Developers.

*“Be part of something bigger” “Se parte” 6.3-6.4 Events, Activities and Media Approach*

Challenge	Communication Strategy	Tactics
<p><b>- Provide high-quality, modern, resilient housing solutions to special needs population.</b></p> <p><b>- Prevent homelessness of special needs population.</b></p>	Meetings with PRDOH	Strategies for outlining the program process
	Meetings with Municipalities for Engagement.	<i>“Information Task Force”</i>
	Meetings with Social Interest Housing Developers	Make them part of the effort. <b>“take part”</b>



### Housing Counseling Program

#### Housing Counseling Agencies Support

Puerto Rico will work with HUD - approved housing counseling agencies uniquely qualified to assist with long-term recovery.

**Target:**

NGOs that meet eligibility criteria + LMI impacted residents all across the Island.

*"Be part of something bigger" "Se parte" 6.3-6.4 Events, Activities and Media Approach*

Challenge	Communication Strategy	Tactics
<b>Foster resilience through public education and advocacy, especially when delivered jointly with other forms of housing assistance.</b>	Meetings with PRDOH	Strategies for outlining the program process
	Meetings with (VOAD) + Counselors	• help residents identify and address barriers to permanent, safe, and affordable housing.
	Meetings with Municipalities	<b>Finding people in need + Look for counselors in the community</b>



**CDBG-DR (LIHTC)**

• • • •

**My Affordable House Fits Me**

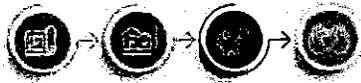
In partnership with AFV (Housing Finance Authority), PRDOH will provide gap funding using CDGB-DR dollars. PRDOH and AFV will select from the projects proposed by developers qualified to use LIHTC.

**Target:**

Qualified developers - Qualified LMI

*“Be part of something bigger” “Se parte” 6.3-6.4 Events, Activities and Media Approach*

Challenge	Communication Strategy	Tactics
<p><b>Leveraging Low Income Housing Tax Credits to expand the impact of CDBG-DR funding while creating much-needed affordable rental housing units.</b></p> <p><b>Develop LMI housing in proportion to the LMI population in the area</b></p>	<p>Meetings with PRDOH</p>	<p>Strategies for outlining the program process</p>
	<p>Meetings with Social Interest Housing Developers</p>	<p>Make them part of the effort. “be part”</p>
	<p>Meetings with Municipalities</p>	<p>Finding people in need</p>



### Home Energy Resilience

#### My Energy Saver

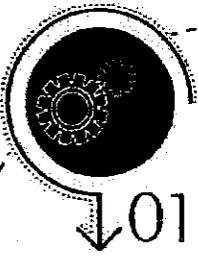
The Home Energy Resilience program will provide residents a voucher for a gas or solar-powered water heater and/or gas stove, installation and related appurtenances so they are able to perform basic functions such as showering and preparing meals at home in the event of a power outage.

**Target:**

LMI communities, especially those with special needs and/or medical conditions and the elderly  
 + Communities still lacking electric power + Municipal officials + Vendors and installers

*“Be part of something bigger” “Se parte” 6.3-6.4 Events, Activities and Media Approach*

Challenge	Communication Strategy	Tactics
<b>LMI communities, especially those with special needs and/or medical conditions and the elderly communities still lacking electric power Municipal officials vendors and installers</b>	Meetings with PRDOH	Strategies for outlining the program process
	Meetings with (VOAD)	Make a list of people in need
	Meetings with Municipalities	Make a list of people in need



### Small Business Financing Program

#### A Help For My Bussiness

This is a program that provides loans, very small grants, or forgivable loans to start-up, newly-established or growing small businesses to encourage economic development and job creation or retention.

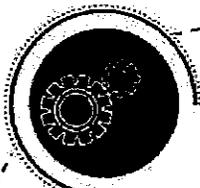
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**Target:**

Small businesses struggling after the hurricanes.

*“Be part of something bigger” “Se parte” 6.3-6.4 Events, Activities and Media Approach*

Challenge	Communication Strategy	Tactics
<ul style="list-style-type: none"> <li>- Start-ups supported under the incubator and accelerator program</li> <li>- Generate a quantifiable number of new or retained jobs based on program allocation.</li> <li>- Incentivize entrepreneurship and economic return.</li> </ul>	Meetings with PRDOH	Strategies for outlining the program needs.
	Meetings with (VOAD)	Look for possible LMI that will qualify for the program People interested in renting a spot for business
	Meetings with Municipalities	Look for possible LMI that will qualify for the program



### Small Business Incubators and Accelerators

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**My New Project**

02

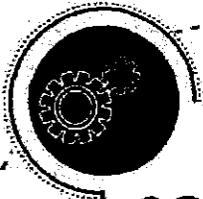
DDEC, in partnership with PRDOH, will run this business-incubator and accelerator program to support and foster the growth and success of start-ups and new businesses in the early stages of operation.

**Target:**

Non-profits, ULGs Private, governmental and non-profit organizations + Start-ups and budding small businesses + Organizations offering work space to share as a private-sector business model.

*“Be part of something bigger” “Se parte”* 6.3-6.4 Events, Activities and Media Approach

Challenge	Communication Strategy	Tactics
<ul style="list-style-type: none"> <li>- Repair existing Small Business Incubators or build new ones.</li> <li>- Development of new businesses.</li> <li>- Job creation</li> <li>- Protection of local or regional economy.</li> </ul>	Meetings with PRDOH	Strategies for outlining the program needs.
	Meetings with Municipalities	Study local economy and small businesses People interested in renting a spot for business
	Meetings with Community Associations	Study local economy and small businesses



### Workforce Training Program

Let's Train

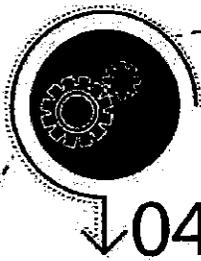
Recovery efforts have created a demand for skilled labor to rebuild safe and sustainable homes as well as code-compliant businesses and public infrastructure with integrated hazard-mitigation and resilience measures.

**Target:**

Applicants invited to submit proposals + Stakeholders suggested as potential partners for applicants + Invest Puerto Rico + Unemployed and underemployed population -priority on Section 3 residents.

*"Be part of something bigger" "Se parte"* 6.3-6.4 Events, Activities and Media Approach

Challenge	Communication Strategy	Tactics
Creation of economic opportunities for the unemployed and underemployed.	Meetings with PRDOH	Strategies for outlining the program needs.
	Meetings with Municipalities	Find unemployed residents in recovery areas and train them to find employment opportunities and obtain jobs.
	Meetings with Community Associations	Find unemployed residents in recovery areas and train them to find employment opportunities and obtain jobs



### Construction And Commercial Revolving Loan

#### Help Needed For My Business

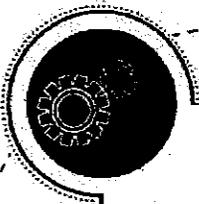
DDEC, in partnership with PRDOH, will run this revolving loan program, either directly or through banks, credit unions (Cooperative) or governmental agencies.

**Target:**

Local constructor contractors + Local construction suppliers + Banks and other financial/credit institutions (i.e. cooperativas) + Governmental agencies

*“Be part of something bigger” “Se parte” 6.3-6.4 Events, Activities and Media Approach*

Challenge	Communication Strategy	Tactics
<b>Increase participation of local contractors and suppliers in the recovery process.</b>	Meetings with PRDOH	Strategies for outlining the program needs.
	Meetings with Municipalities	Find businesses and qualified people to approach
	Meetings with Community Associations	Find businesses and qualified people to approach
	Meetings with the Bank Association	Make a presentation to want them <b>“take part”</b>



↓05

### Tourism And Business Marketing Program

#### Invite To Puerto Rico

DDEC will run the program in partnership with PRDOH.

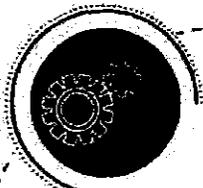
Funding is available for subrecipients to develop a comprehensive marketing effort promoting Puerto Rico's readiness for visitors and business investors alike.

**Target:**

Tourism

*"Be part of something bigger" "Se parte" 6.3-6.4 Events, Activities and Media Approach*

Challenge	Communication Strategy	Tactics
<b>Invite to Puerto Rico.</b>	Presentation to PRDOH of how we can help in the process.	We are ready Campaign. <b>We are ready for you ...come and "be part of us"</b>
	Meetings with Municipalities	Content from every Municipality Tourist Spot. Let them <b>"take part"</b> in the effort



06

### Dressing up Commercial Structures

#### Dressing Up Commercial Structures

In partnership with PRDOH, DDEC will run this program which has been designed to bring commercial structures up to code or improve their façades.

**Target:**

Owners of commercial structures in need of rehabilitation + Non-profit entities Grantees (public entities).

*“Be part of something bigger” “Se parte” 6.3-6.4 Events, Activities and Media Approach*

Challenge	Communication Strategy	Tactics
<p>- Create or retain jobs through commercial investment and by making improvements to commercial/retail districts.</p> <p>- Incentivize entrepreneurship and economic return</p>	<p>Presentation to PRDOH</p>	<p>Strategies for outlining the program process.</p>
	<p>Meetings with Municipalities</p>	<p>Look for business in need of improvement</p>



### 6.3 APPROACH OR PLAN FOR THE PRODUCTION OF EVENTS OR ACTIVITIES FOR AN EFFECTIVE OUTREACH TO POTENTIAL GRANT BENEFICIARIES

Activities or Events that will support from the launch to the completeness of the Action Plan Programs, *Resilience, Housing and Economic Recovery Programs*

- **COMMUNITY "PEP RALLY"**: This is probably the perfect way to impart "pep" to a community, motivating residents to get involved and successfully apply for the awards to be granted to eligible communities by the Resilience Planning Proposal. We need as many communities as possible to participate.
- **COMMUNITY PLANNING ENGAGEMENT CLUB**: We need communities to feel the need to be part of this transformation. We need them to join us in finding unregistered properties in order to have them registered and use them to the benefit of the community.
- **JOB "DONOR"**: A new way to approach the private employers sector. We need them to feel their share of responsibility to "be a part" by joining our efforts, sharing with us some of their recruitment experience, and "donating" jobs to be filled by LMI target audiences.
- **UNIVERSIDAD DE PUERTO RICO "MODEL EXHIBIT"**: Exhibit of some innovations by the university students intended as a teaser campaign for the Resilience Innovation Guidebook. Here we will have brochures and literature that will support the program. This exhibit should take place in a shopping center or a place with a lot of traffic.
- **INFORMATION TASK FORCE EVENT**: Event to support the need of information required to start the Home Repair, Reconstruct or Relocate program. We need to know properties in the need. The event will include demonstration of remodeling (decoration, construction, landscaping). We will have booths available for exhibition as well as seminars to learn about the program. There will also be training offerings for job positions. Furthermore, this event will support the Title Clearance Program, The Rental Assistant Program, The Home Energy Resilience, as well as other topics that might be appealing to the audience.



- **FRANCHISE FAIRS:** Identification of possible franchise fairs and conventions that will attract new franchisors and businesses to Puerto Rico.
- **COMMERCIAL REDEVELOPMENT:** Identification of areas that could be recommended for the Commercial Redevelopment program. Coordinate meetings with small business owners as well as community representatives.  
Identify small businesses associations that could be interested in this commercial redevelopment program.  
This could be promoted in exhibit booths throughout the island shopping malls, supermarkets, and other suitable venues. The booth will be designed according to the type of commercial activity of its location.
- **SPOKESPERSON SELECTION:** Initial meeting with selected personality to perform as spokesperson along with the travelling information center.
- **HOME FAIRS:** Initial coordination to identify sites for the Fairs (Employment, Small Businesses, Incubators/Accelerators, Property and micro-entrepreneurs). Prepare an initial calendar for the year.
  - + Fairs will take place between February and August 2019 and then between October and November 2020.
  - + Participation on other already established as regularly-scheduled fairs should be considered.
- **EMPLOYMENT FAIR "A Job for me"**  
A fair that will host all the jobs available from the Job "Donor" list. This fair is like a "circus" that it moves from community to community.
- **FAMILY DAY:**  
Initial coordination of the Family Day to identify possible venues and calendar dates (this event is to be done Island-wide in order to reach the most people possible).
  - + Select participation on Saint Patron Festivities (Fiestas Patronales) that are immensely popular among Island residents.
- **ACTION PLAN ON WHEELS:** For an effective outreach we need to go "on wheels" to parks or similar facilities in the communities to distribute information, assistance and personally explain every program available for their needs. Wrapping a motor home



filled with information is a very convenient way to approach community meetings and events from an approachable site.

- **SEASON NEEDS APPROACH:** Depending on the needs for the season we can approach the target in their specific ambient.
  - On the Summer **BEACH RIDE** (*take them for a ride from a specific location to the beach while handing out literature regarding the program we are promoting*)
  - During the Christmas season, we could bring **SANTA ON WHEELS** (*taking advantage of the Action Plan on wheels*) and have community residents take a “photo up” picture while we hand out literature and provide guidance to the community.

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<i>Event</i>	<i>Logistic</i>	<i>Tactics</i>
<p>COMMUNITY "PEP RALLY"</p> <p>Program <i>Whole Community Resilience Planning</i></p>	<ol style="list-style-type: none"> <li>1. Meeting with mayor to explain the program and identify municipal personnel to be assigned to help with the tasks as well as the most vulnerable communities that should participate in the Program.</li> <li>2. Present Program to communities.</li> <li>3. Pep Rally to provide all information and guidelines to successfully apply, and obtain full resident support.</li> </ol>	<ol style="list-style-type: none"> <li>1. Develop map identifying the communities to be visited.</li> <li>2. Identify community leaders, faith-based and non-profit organizations to gather relevant community data and help communities to get involved.</li> <li>3. Identify places where meetings to explain the Program can be held.</li> </ol>
<p>COMMUNITY PLANNING ENGAGEMENT GROUP</p> <p>Program Register Unregistered Housing in P.R.</p>	<ol style="list-style-type: none"> <li>1. Municipal Engagement Meetings including government agencies to explain program and request pertinent data and documents (Registry Map, CRIM, Census, etc.)</li> <li>2. Meetings to present Program and get community involved.</li> <li>3. Title Certificates to be handed out to eligible residents.</li> </ol>	<ol style="list-style-type: none"> <li>1. Explain the importance of having property title and registration in the event of an emergency.</li> <li>2. Mobile unit available during specific period of time where Crim and related agency personnel will answer questions and help residents fill required documents.</li> <li>3. Coordinate appointments with residents to complete final step registration.</li> <li>4. Update pertinent agencies</li> </ol>



<p><b>JOB "DONOR"</b></p> <p><b>Program Planning Economy</b></p>	<ol style="list-style-type: none"> <li>1. Approach private companies in the area to get involved in a job promotion effort for LMI residents.</li> <li>2. Prepare data base regarding number of job opportunities.</li> <li>3. Organize small-scale Employment Fair where human resources personnel will be granting interviews and receiving resumés (if applicable) for recruitment purposes.</li> <li>4.</li> </ol>	<ol style="list-style-type: none"> <li>1. Depending on company commitments and amount of jobs, select venue and date.</li> <li>2. Promote, coordinate and mount Employment Fair event.</li> <li>3. Publish results to encourage more employers to offer job positions in the future.</li> </ol>
<p><b>UNIVERSIDAD DE PUERTO RICO "MODEL EXHIBIT"</b></p> <p><b>Program Home resilience innovation</b></p>	<ol style="list-style-type: none"> <li>1. Meeting with Project Managers to develop of working plan and assess the public relations and advertising needs to promote this initiative.</li> </ol>	<ol style="list-style-type: none"> <li>1. Coordinate Press Conference to announce details of the competition.</li> <li>2. Expo event showing models prepared for the competition.</li> <li>3. Award Ceremony to winner.</li> <li>4. Launching event of Resilience Innovation Guidebook.</li> </ol>



<p><b>INFORMATION TASK FORCE EVENT</b></p> <p>Programs Home repair, reconstruct or relocate program</p>	<ol style="list-style-type: none"> <li><i>1. Meeting with mayor to explain the program and relevant government agencies to identify personnel to be assigned to help with this initiative.</i></li> <li><i>2. Meetings with community leaders, faith-based and non-profit organizations to identify eligible families whose properties suffered the most due to the hurricanes.</i></li> <li><i>2. Present Program to community residents.</i></li> </ol>	<ol style="list-style-type: none"> <li><i>1. Develop Task Force to work directly with community residents that are eligible for this program.</i></li> <li><i>2. Promote, coordinate, and mount Home Fair</i></li> </ol>
<p><b>FRANCHISE FAIRS</b></p> <p>Programs Economic recovery planning</p>	<ol style="list-style-type: none"> <li><i>1. Identify Fairs and Conventions in the US attended by franchisors and request a list of participants.</i></li> </ol>	<ol style="list-style-type: none"> <li><i>1. Register to attend those that seem promising to our.</i></li> <li><i>2. Send a letter of proposal, inviting them to participate in our program and bring their franchise to PR.</i></li> <li><i>3. Calendarize meetings with franchisors at the fairs or conventions and invite them to PR.</i></li> <li><i>4. Convince them to be a part of this job-generating initiative that will represent additional income for PR.</i></li> </ol>

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<p><b>COMMERCIAL REDEVELOPMENT</b></p> <p><b>Program</b></p> <p>Small business incubator and accelerator</p>	<ol style="list-style-type: none"> <li>1. <i>Identify two sectors:</i></li> <li>2. <i>Small Business –invite them to participate in an expo show of properties that are ready for refurbishing.</i></li> <li>3. <i>Ask the Municipios for a list of vacant sites where small businesses could establish themselves.</i></li> <li>4. <i>Obtain support from government agencies and the private sector to speed up the leasing and/or transfer process of the property to the new business.</i></li> </ol>	<ol style="list-style-type: none"> <li>1. <i>Convene small businesses and provide them with a roster including all commercial spaces available in each municipality.</i></li> <li>2. <i>Include a list of requisites and steps.</i></li> <li>3. <i>Brochures</i></li> <li>4. <i>Maps</i></li> <li>5. <i>Web</i></li> </ol>
<p><b>SPOKESPERSON SELECTION</b></p> <p><i>All Programs</i></p>	<ol style="list-style-type: none"> <li>1. <i>Initial meetings to identify each program's target and make a list of potential candidates that will help our communications to be more direct and effective. Selection should be based on subject: officers who have people's trust, anchor person from a credible business or news program</i></li> </ol>	<ol style="list-style-type: none"> <li>1. <i>List of possible candidates</i></li> <li>2. <i>Contact candidates to explain projects and make final selection for spokesperson in the different programs.</i></li> <li>3. <i>Announce and feature them in promotions.</i></li> </ol>



<p><b>FAIR FOR EMPLOYMENT</b>          "A Job for me"          Program          Planning          Economy</p>	<ol style="list-style-type: none"> <li>1. Approach private companies in the area to get involved in a job promotion effort for LMI residents.</li> <li>2. Prepare data base regarding number of job opportunities.</li> <li>3. Organize small-scale Employment Fair where human resources personnel will be granting interviews and receiving resumés (if applicable) for recruitment</li> <li>4. purposes.</li> </ol>	<ol style="list-style-type: none"> <li>1. Depending on company commitments and amount of jobs, select venue and date.</li> <li>2. Promote, coordinate and mount Employment Fair event.</li> <li>3. Publish results to encourage more employers to offer job positions in the future.</li> </ol>
<p><b>FAMILY DAY</b>          All Programs</p>	<ol style="list-style-type: none"> <li>1. Plan Family Day event with mayors, faith-based and non-profit organization. Prepare calendar with several dates where the event can take place, taking the opportunity to provide information of the various programs.</li> </ol>	<ol style="list-style-type: none"> <li>1. Registry</li> <li>2. Personnel</li> <li>3. Calendar</li> <li>4. Information materials</li> <li>5. Add showing routes</li> </ol>



**ACTION PLAN ON  
WHEELS**

*All Programs*

1. *Design a mobile unit where staff members will distribute brochures and relevant information about the different programs, services, and benefits. Calendarize visits to communities that will be announced beforehand in order for residents to join them and clarify any questions.*
2. *This unit will be used to provide orientation and motivate residents to learn about the benefits of the programs.*

1. *Mobile unit*
2. *Personnel*
3. *Computers*
4. *Brochures for each Program*
5. *List of Programs*
6. *Community maps and their needs*



## 6.4 OVERALL DEVELOPMENT PLAN FOR MEDIA ACTIVITIES, ADVERTISING MATERIALS AND WEBSITE SUPPORT

- **DRAFTING OF PRESS MATERIAL:** With the information received from the meeting with the client, start drafting the various press releases, fact sheets and other written material for press kits and interviews.
- **MEDIA STORIES:** Identify stories to be developed for the media. Coordinate with media outlets on special features, in-depth stories and exclusive interviews.
- **MEETING COORDINATION WITH COMMUNITY AND PROFESSIONAL ORGANIZATIONS:** Coordinate meetings with NGO, Community Associations and Churches. Also, coordinate meetings with University of Puerto Rico, as well as with the Puerto Rico Planning Board, Engineer's College. Possible meeting with the Polytechnic University of Puerto Rico.
- **APPROVALS:** Client presentation of all developed material (written and design – where applicable). Also, present schedule for press conferences and media roundtables, as well as for the development of the contest with the University of Puerto Rico and other related events for approval.
- **MEDIA RELATIONS COORDINATION:** Include the coordination of press conferences and/or media roundtables for the launching of the programs. Also serves to coordinate interviews, stories and special features on national and regional media.
- **MEETINGS WITH COMMUNITY AND OTHER ORGANIZATIONS:** Formal meetings with the NGO, Community Associations and Churches to detail programs and describe how are becoming a part of the initiative.
- Formal meeting with the University of Puerto Rico, as well as with the Polytechnic University to present the concept of the competition.
- **INFORMATION CENTERS:** The travelling information centers will serve two program initiatives: Community Resilience Program as a “Home Innovation on Wheels” center and the Housing Program as “Information Center for the Community”. This vehicle will serve as an information office and also a “hands-on vehicle” for orientation and printed material distribution.



□ Information Centers should be ready to begin operation on October 2018. (Please see comments under “spokesperson contracting”).

- **SPOKESPERSON CONTRACTING:** Finalize contract with the spokesperson and brief him/her into the various programs and initiatives that will be representing.
- **CALENDAR OF UPCOMING EVENTS:** Present a calendar of the proposed events. These dates will cover at least the upcoming two months’ period (October – November). Schedule will re-start on January 2019, after the holiday celebrations.

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<i>Event</i>	<i>Media Activity</i>	<i>Advertising Material</i>	<i>Website Support</i>
<b>COMMUNITY “PEP RALLY”.</b>	<ul style="list-style-type: none"> <li>• Press releases in Regional Media will explain the benefits of the program and eligibility requirement.</li> </ul>	<ul style="list-style-type: none"> <li>• Flyers distributed in communities.</li> <li>• Strategically placed banners announcing meeting and Pep Rally.</li> <li>• Sound truck promoting the event.</li> <li>• Text messaging and recorded announcements.</li> </ul>	<ul style="list-style-type: none"> <li>• Action Plan Website will provide all the information regarding program benefits, eligibility, and application forms.</li> <li>• Email drops sent to keep community residents engaged and motivated for the Pep Rally.</li> </ul>

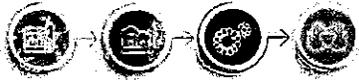


<p><b>COMMUNITY PLANNING ENGAGEMENT GROUP</b></p>	<ul style="list-style-type: none"> <li>• Press releases in Regional Media.</li> <li>• Informative newspaper ads about mobile units (dates, locations) and basic documents to bring.</li> </ul>	<ul style="list-style-type: none"> <li>• Flyers distributed in communities.</li> <li>• Strategically placed banners.</li> <li>• Mobile Unit</li> <li>• Information materials Kit.</li> </ul>	<ul style="list-style-type: none"> <li>• Action Plan Website will provide program information and application forms.</li> <li>• Email drops with mobile unit schedule.</li> </ul>
<p><b>JOB "DONOR"</b></p>	<ul style="list-style-type: none"> <li>• Press release in Regional Media will promote the program among the private sector.</li> <li>• Follow-up press release to publish results of the initiative.</li> </ul>	<ul style="list-style-type: none"> <li>• Letter introducing program to possible job "Donors".</li> <li>• Digital, printed invitations.</li> <li>• Static cling identifying participants.</li> <li>• Distribute flyers in communities and places that potential job seekers attend.: shopping malls, churches, educational institutions.</li> </ul>	<ul style="list-style-type: none"> <li>• Information to be provided in official Action Plan website.</li> </ul>



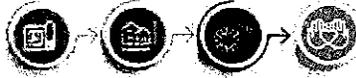
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<p><b>UNIVERSIDAD DE PUERTO RICO "MODEL EXHIBIT"</b></p>	<ul style="list-style-type: none"> <li>• Press Conference to announce the competition and promote its significance.</li> <li>• Radio and Print ads to promote the expo show.</li> <li>• Press Releases to announce the winner and to cover the launching of the book.</li> </ul>	<ul style="list-style-type: none"> <li>• Invitation to attend launching of Guidebook.</li> </ul>	<ul style="list-style-type: none"> <li>• Microsite providing information and eligibility requirements to participate in competition; related activities and events until launching of Guidebook.</li> </ul>
<p><b>INFORMATION TASK FORCE EVENT</b></p>	<ul style="list-style-type: none"> <li>• Regional media press release explaining program</li> <li>• Media Tour with a personality.</li> </ul>	<ul style="list-style-type: none"> <li>• Flyers</li> <li>• Banners</li> </ul>	<ul style="list-style-type: none"> <li>• Information to be provided in official Action Plan website.</li> </ul>
<p><b>FRANCHISE FAIRS</b></p>	<ul style="list-style-type: none"> <li>• Once franchisors respond, hold Press Conference with the Business editors to announce agreements reached with franchisors.</li> <li>• Press release about economic impact and job creation.</li> </ul>	<ul style="list-style-type: none"> <li>• Press release</li> <li>• Press Conference venue</li> <li>• Invitation to sectors that support the initiative.</li> </ul>	



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<p><b>COMMERCIAL REDEVELOPMENT</b></p>	<ul style="list-style-type: none"><li>• Press release encouraging owners of commercial space to be part of the program.</li><li>• Ads in broadcast media (Print, radio &amp; TV) inviting both publics. Small Business, mayors, Business sector to participate in the expo show of available commercial localities.</li><li>• Print ad listing businesses that moved or relocated into a commercial location, with a focus on how this helps the economy. Should be placed in the business section.</li></ul>	<ul style="list-style-type: none"><li>• Lists</li><li>• Letters</li><li>• Invitations</li><li>• Promotion</li><li>• Montage and Production of the expo event.</li></ul>	<ul style="list-style-type: none"><li>• Microsite with photos of localities; lists; and ideas for growth opportunities or to start up shop.</li></ul>
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## 6.0 Specific Examples of Past Deliverables

### Crisis Management - *COSSMA*

Telemundo newscast report on Saturday, March 17, 2018 triggered the crisis. Weekend newscast reported the fact that a woman gave birth to only one child, when she was expecting twins.

#### *Links:*

[www.cossma.org](http://www.cossma.org)

<https://www.facebook.com/JayFonsecaPR/videos/2126898837327569/>

### Project Launch / Media Relations / Crisis Management / Image Management

*Amnistía de Armas (Firearms Amnesty)* Voluntary surrender of illegal arms across the Island

<https://www.teresuarez.com/entrega-de-armas-tv>

*Police officers / Community Relations* Improve the public image of the Police Department

<https://www.teresuarez.com/dignidad>

Image Management - *San Juan New Services*

<https://www.teresuarez.com/vision-san-juan>

Project Launch / Media Relations / New Creative Approach

*Applying for a mortgage loan online... in 1990.*

First local campaign that had a domain web page with the title name of the campaign

<https://www.teresuarez.com/beginnings>

*Not One Bullet More. No more deaths on New Year's Eve.*

<https://www.teresuarez.com/niunabalamasalaire>

Image Management- *Great expectations and hope are the best drivers*

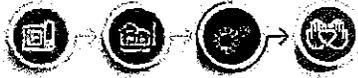
<https://www.teresuarez.com/vision-san-juan>

Social Media Advertising / Project Launch- *"Mi Casa" an online series for Popular Mortgage*

<https://www.teresuarez.com/just-in>

Project Launch / Creative Media Buying Campaign *KIA: a different kind of beat*

<https://www.teresuarez.com/kia>



## 7.0 Plan for The Compliance of Section

In response to the SECTION 3 Plan requirement is Publicidad Tere Suárez LLC best intentions to comply with such requirements in order to be directed, as possible, to the low and very low income

As part of our strategy in fulfilling our specific goals in relation to the purpose of Section 3 communities all across the Island we intend:

- that a minimum of 3% of the total of the \$2,000,000 of allowance for additional services be directed to new hires, to the greatest extent possible, to the low-and very low-income persons

The types of economic opportunities available under Section 3 include:

- Employment opportunities
- Training and educational opportunities
- Contracts and business opportunities

To promote compliance, one of our staff key personnel assistant will oversees implementation of the Section 3 in all areas that requires a subcontractor, in order to perform any public relations activity related to the designated allowance for additional services.

In order to track compliance is our intention to establish reports, is necessary, in coordination with the PRDOH to document the progress of such efforts.

At a minimum, these reports, can document the progress and activities in meeting these numerical goals. With these reports, it is possible to track successes and impediments for all members of the team. In the event of non-compliance these reports can provide proof that Section 3 compliance was attempted but not achieved, we can make adjustments, or consider changes to try to reach the established goals of this Section 3.

Since is our intention to fulfill these Section 3 requests thru the additional services allowance, the sub- contractors take a definitive role in this achievement. All suppliers of Publicidad Tere Suárez for this project are required to comply with the Section 3. This requirement is going to be part of each subcontractor agreement, which requires subcontractors to acknowledge that they have read this plan and agree to comply with it and to report progress toward our key team.



In order to involve the suppliers to comply with the above mentioned Section 3 the following steps will be taken:

- Establish the inclusion of the Section 3 clause in all contracts with suppliers.
- Coordinate with the Puerto Rico Unemployment Department to conduct, for our suppliers, outreach to and recruit Section 3 residents
- A narrative that ties in all good faith effort components to include a discussion of recruiting and training activities
- Monitors, evaluate and documents the effectiveness of actions taken
- Distribute applicable forms to all relevant suppliers and requires the returned completed forms dully signed acknowledge of the Section 3
- Share the collected data with PRDOH assigned representatives

In the case that Publicidad Tere Suárez needs to increase their personnel, in order to provide support to the key personnel assigned to the Puerto Rico Department of Housing's CDBG-DR Program, is committed to comply with the Section 3 requirements and to strive to meet or exceed the goals outlined in Section 3. A streamlined staffing process that relies on a structured process to define, identify, interview, screen, hire and retain staff. At this point, we are thinking of finding this person in the very early stages of the process.

- Will work to define any specific position requirements
- Pre-screened possible candidates that could be hired to support demands
- Interview in order to gather availability, salary and other key data to determine if the candidate should move along the interview process
- Any chosen candidates' resumes will be reviewed again to verify the candidates possess the qualifications to satisfy the requirements of the position and complete a background check process per the company standard procedure
- Once the candidates have been selected and hired, they will receive the training and coaching required for the job they will perform.

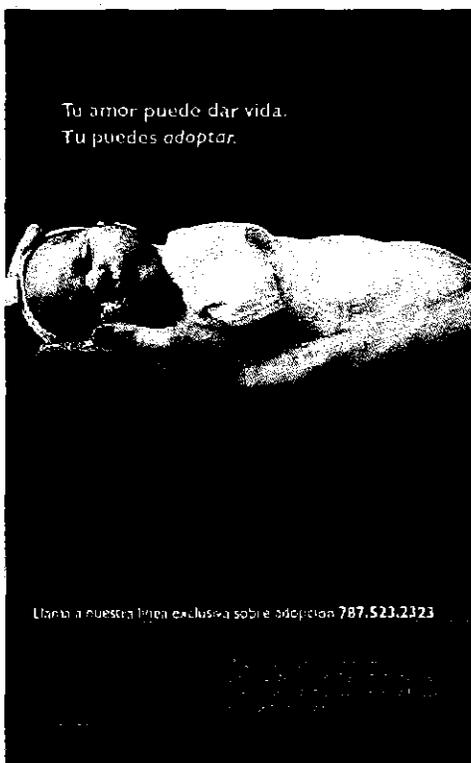
Publicidad Tere Suárez will not hire Section 3 qualified residents simply to meet section goals, they must meet the qualifications for the job being sought.



## Addendum

### *Approval of new Adoption Law*

During the 2008-2012 term, a law was passed to make adoption of children easier. This was very good news for the Department of the Family in its quest to help abandoned or orphaned children find a home. We therefore developed a "promotional" campaign ("Nido Vacío" or Empty Nest in English) addressing married couples who had no children and encouraging them to fill that void with a child that needed a home surrounded by love and care by people like them. Another social issue that could be helped by this new law was unwanted teen pregnancies, so we did a campaign ("Entrega Voluntaria" or Voluntary Surrender) addressing women with unwanted pregnancies to voluntarily deliver their newborns for adoption so that those babies would have the opportunity to grow up in a stable home with loving parents. Both campaigns were not just emotionally charged, but they were educational as well, providing guidance and explaining the most important aspects of the adoption process.





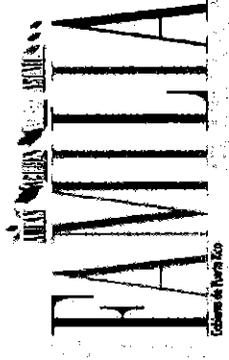
Escucha a tu hijo antes de que sea tarde  
1-800-981-3333



Haz algo antes de que sea tarde  
1-800-981-3333



Escucha a tu hijo antes de que sea tarde  
1-800-981-3333



- Tener un hijo con una discapacidad puede ser una experiencia abrumadora.
- Tener un hijo con una discapacidad puede ser una experiencia abrumadora.
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- Tener un hijo con una discapacidad puede ser una experiencia abrumadora.

¿Qué es HPRP?



### *Improving Police officers / Community Relations*

The challenge was to improve the public image of the Police Department for a more respectful relationship among officers and the community. The campaign, entitled "With dignity and respect", presented testimonials of several officers (male and female) who spoke candidly about their own lives and vocation of service. It accomplished the goal of improving their public image by making them appear not so much as an agent of the law, but as a person who is doing a job in response to his/her calling.

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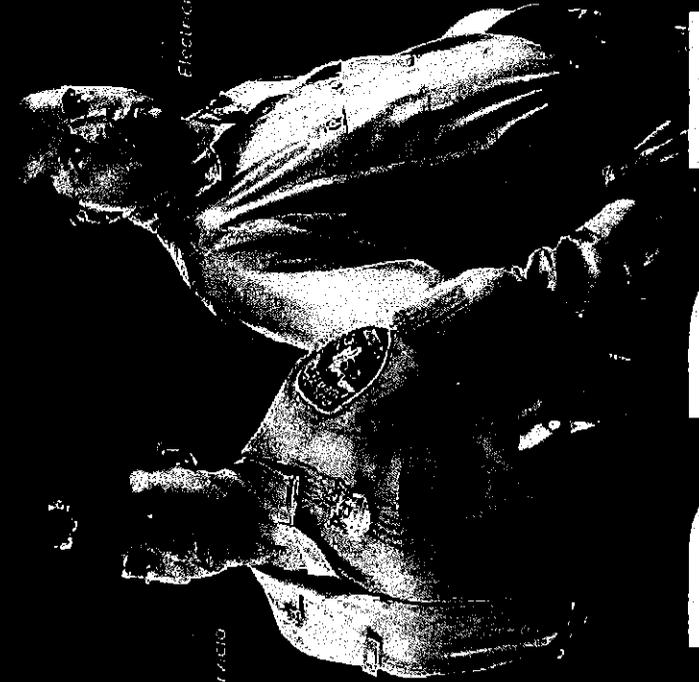


Public Relations Services Under CDBG-DR | CDBG-DR-RFP-2018-08 | December 4, 2018 |

**POLICIA**

15 años de servicio

Electricista



# ORDEN

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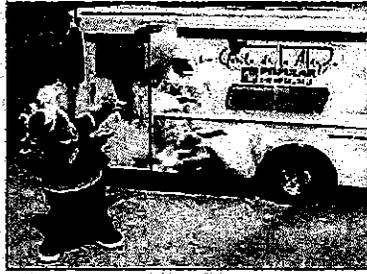
**LEY Y ORDEN**



***Finding a way into access-controlled neighborhoods***

Neighborhoods and practically all new residential developments have controlled access and it was more difficult to bring promotions to potential clients. The solution came from consumer insight: children love the ice cream bus coming to their neighborhood. We designed Popular Mortgage's own Mr. Softee, which is an ice cream truck brand, getting into neighborhoods to hand out free ice cream cones and mortgage product information. The easiest way to get in, music and all!

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***“Mi Casa” an online series for Popular Mortgage***

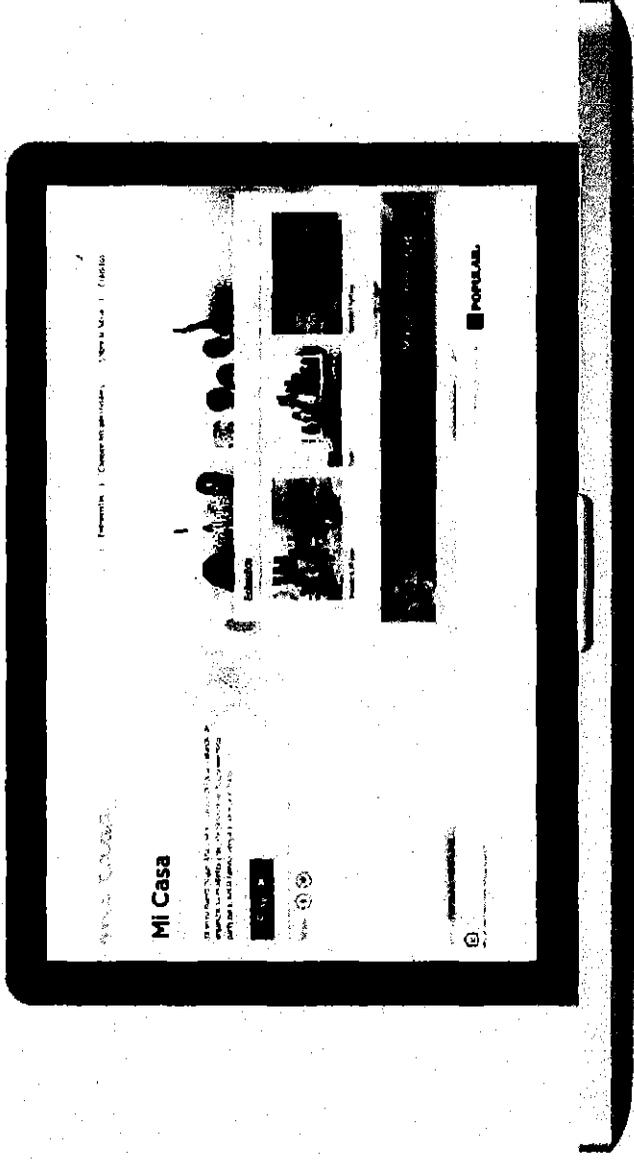
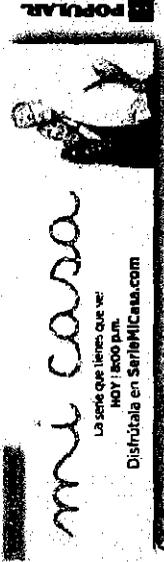
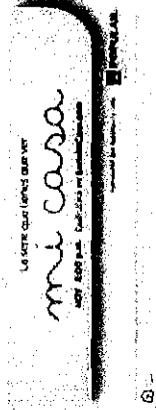
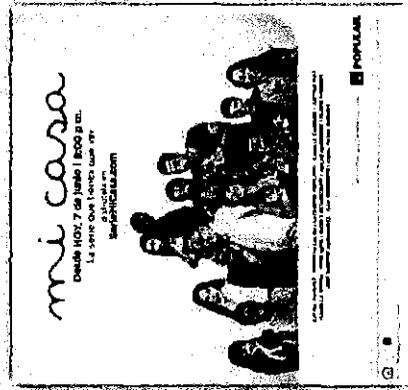
Last year we the launched “Mi Casa”, a digital series that represents our most recent “first” in the mortgage category. 10 years of economic depression affected most sectors of the market in Puerto Rico, and the mortgage category was no exception. In the midst of instability, we chose to be different, reinforcing solutions and family values. Thus, as the series highlights the importance of family and community in our lives, the importance of having a home is enhanced. In a 360° marketing campaign, we engaged the audience, motivating them to access the website and enjoy the episodes of the very first web series in branded entertainment for the financial industry. The compelling and relevant story effectively reinforced the bond between Popular Mortgage and its audience through a content far more convincing and engaging than a traditional image campaign would. According to a Gaither Omnibus Study, 62% of viewers were motivated by the series to consider Popular Mortgage when purchasing a property. Furthermore, in a positively disruptive way the series underlines the significance of having an inclusive family where diversity is embraced. This helped obtain the highest top-of-mind awareness under the Paid, Owned, and Earned Media touchpoints. The way in which the brand, its products and services are effortlessly integrated into the story also added to the accomplishment of the advertising objectives. With an all-Puerto Rican cast and a local production team, everything is original in a series that was conceived, written, and supervised to the end by this agency.





# EXECUTION

Print





Handwritten initials or marks on the left side of the page.

Te divertirás con ellas  
Conócelas en  
**SerieMICasa.com**




Te van a encantar en  
**SerieMICasa.com**




Ríete con  
sus ocurrencias  
**SerieMICasa.com**




Con ellos  
la vida es bella  
**SerieMICasa.com**




## EXECUTION

Facebook Carousel



Mary Pajonand



Ana Judith y Concha



Los Polvones Mami



Los Polvones Mami

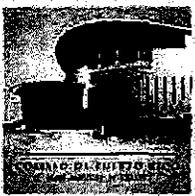


Alfonso y Mami





Coliseo de Puerto Rico, José Miguel Agrelot



Coliseo de Puerto Rico, José Miguel Agrelot  
@coliseodepuertorico

- Home
- About
- Events
- Posts
- Reviews
- Website
- Photos
- Livestream
- Instagram
- YouTube
- Videos
- Twitter
- Community
- Info and Ads

Create a Page

# COLISEO DE PUERTO RICO

Like Follow Share

Contact Us Send Message

Create Post

Write a post

Photo/Video Tag Friends Check In

Upcoming Events



- Dec 6 **Wisin y Yandel at Puerto Rico (Sold Out)**  
Thu 7 PM · Coliseo de Puerto Rico, José Miguel Agrelot...  
Music · 2,031 people \* Interested
- Dec 7 **Wisin y Yandel at Puerto Rico (Sold Out)**  
Fri 7 PM · Coliseo de Puerto Rico, José Miguel Agrelot...  
Music · 1,498 people \* Interested
- Dec 8 **Wisin y Yandel at Puerto Rico (Sold Out)**  
Sat 7 PM · Coliseo de Puerto Rico, José Miguel Agrelot...  
Music · 1,497 people \* Interested

See All

Posts

**Coliseo de Puerto Rico, José Miguel Agrelot**  
3 hrs ·

Llega a nuestra casa Enanitos Verdes Oficial & Caramelos De Cianuro este próximo 15 de marzo. Boleto a la venta hoy en <https://bit.ly/2Pfpis> #CholiMoments #CholiFan #Choliseo #ColiseoPR



4.7 out of 5 · Based on the opinion of 3,065 people



Our Story

Todos los comentarios realizados en las páginas o perfiles del Coliseo de Puerto Rico en los medios ...

See More

Community

See All

Invite your friends to like this Page

135,467 people like this

135,544 people follow this

Karla S. Torres and 7 other friends like this or have checked in

About

See All

500 Avs. Arterial B (1.57 mi)  
San Juan, Puerto Rico 00918  
Get Directions

(787) 777-0800

Typically replies within a few hours  
Send Message

www.coliseodepuertorico.com

Performance & Event Venue · Stadium, Arena & Sports Venue · Museum

Price Range \$\$

Hours 10:00 AM - 8:00 PM  
Open Now

Popular hours

Mon Tue Wed Thu Fri Sat Sun



### Social Media & Digital Campaign: Coliseo de Puerto Rico. #cholimoments

Handwritten initials or marks on the left side of the page.

Coliseo de Puerto Rico, José Miguel Agrelot  
September 24 · 🌐

#CholIFan sube a Instagram o a Facebook fotos de tus momentos favoritos en el Coliseo con el #CholIMoments y podrás participar para ganar boletos para eventos. 🎟️

#CholIMoments #Choliseo #Coliseopr #CholIFan



COLISEODEPUERTORICO.CREATEDACARD ME

#CholIMoments

Sube a Instagram o Facebook fotos de tus momentos favoritos en el...

👁️ 56

79 Comments 7 Shares

👍 Like

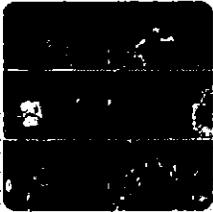
💬 Comment

➦ Share

Most Relevant

Write a comment

**Cerailina E. Ortiz** #CholIMoments, diferentes noches, muy especiales, mis hijos frente a un Chol lleno y estar con mis artistas favoritos... momentos muy felices. 🙏🙏🙏 Gracias.



Like Reply 26 · Enter

**Melissa Vizcarrondo O'Neill** #cholimoments Lula Fonsi Junio 1 2018 love and dance world tour



Like Reply 9w

View more comments

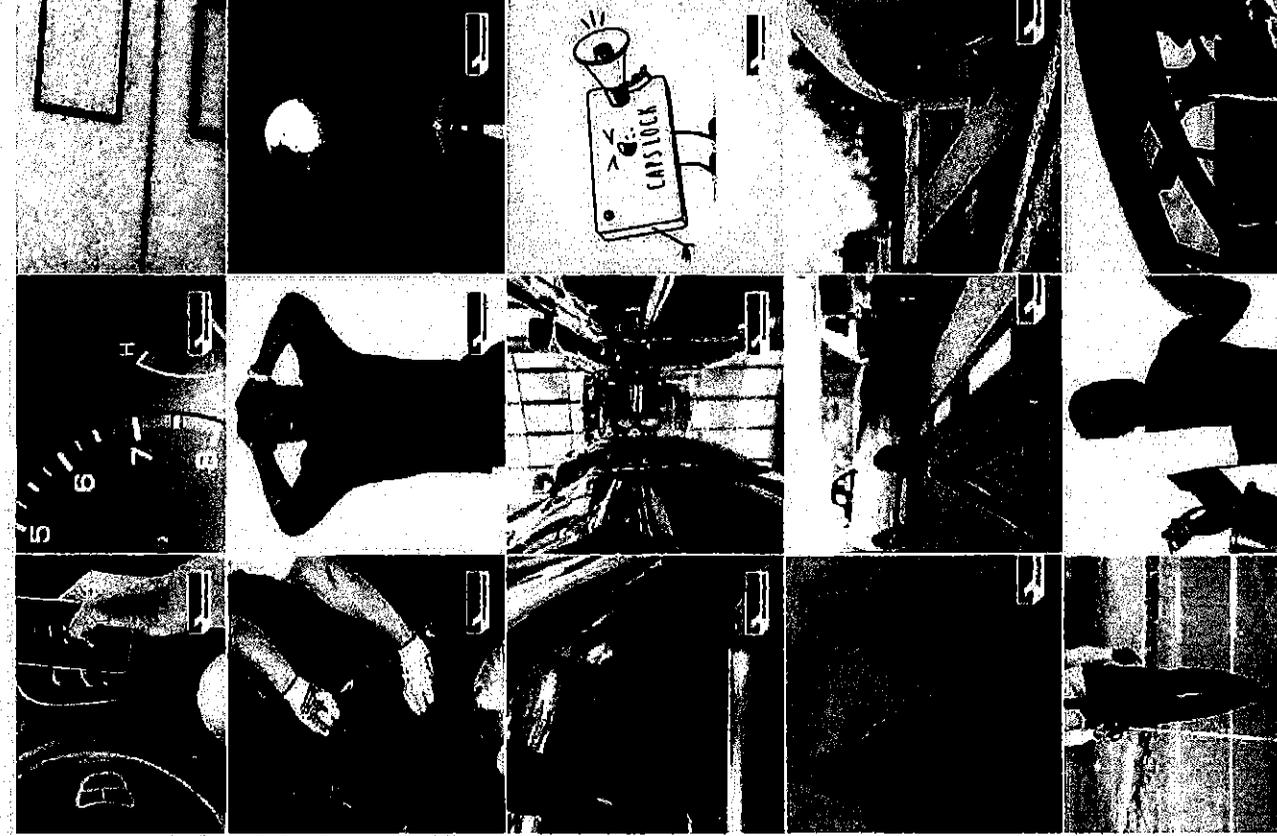




**Social Media: Integrand**

AT&T LTE 3:28 PM 95%

< integrand\_seguro\_obligatorio ...



*Handwritten signatures or initials.*



### Social Media: Integrand

Handwritten initials 'ML' and 'AR' in the left margin.

Facebook profile page for **Integrand Seguro Obligatorio** (@IntegrandSeguroObligatorio).

**Navigation:** Home, Reviews, Photos, Videos, Posts, About, Community, Info and Ads, Livestream, Create a Page.

**Header:** Integrand Seguro Obligatorio | Search bar | Integrand Assurance Company logo | Profile picture of a man.

**Actions:** Liked, Following, Share, Create Post, Write a post, Photo/Video, Tag Friends, Check In.

**Recommendations and Reviews:**

- servicio al cliente PESIMO. no los recomiendo y ultima vez q los seleccionamos. 8 horas intentando h... See More (October 29)
- Servicio al cliente súper pésimo en área de reclamaciones (September 27)
- es una pérdida de tiempo. la persona que me impacta se declara culpable y no me pagan el mismo día ... See More (October 1)

**Do you recommend Integrand Seguro Obligatorio?** Yes No

**Community:** Insurance Company, Invite your friends to like this Page, 18,709 people like this, 18,780 people follow this, Dagi Rodriguez likes this.

**About:** 787-781-0707, turbocover.com, Insurance Company, Suggest Edits.

**Related Pages:**

- Prinemo Graphic Designer (Like)
- Filler Puerto Rico Food & Beverage (Like)
- Subway Puerto Rico Food & Beverage Company (Like)

**Photos:** A large photo of a person with their hands on their head.

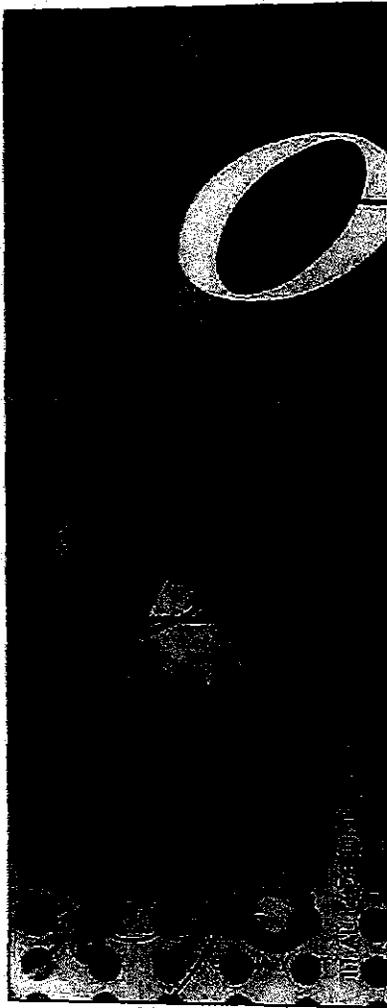
**Footer:** English (US), Español, Português (Brasil), Français (France), Deutsch, Privacy, Terms, Advertising, Ad Choices, Cookies, More, Facebook © 2018



## Event Planning

### *The Culinary Fest*

Culinary Fests were created jointly by the municipio's public relations people and our agency to engage restaurant entrepreneurs in specific areas where commerce was not doing well, thus helping the economy in those sectors. The event was such a success, that it started a trend that was repeated in other areas of San Juan.





***Bringing healthcare to people in their own communities***

Ferias de Salud (Health Fairs) were routinely scheduled to visit poor communities. Everyone, especially children, the elderly and disabled, had cost-free preventive checkups and basic medical services. People knew when these Ferias would come to their area because every Sunday we would publish a double-spread ad in the main newspaper, listing not only the schedule of the Ferias but all of the events that were going to take place that week, indicating dates, time, and locations for each event. Besides being useful, helpful, and handy, people took the clippings and posted them on their refrigerator doors. The initiative showed real concern for the people on the part of the municipal government; we were proud to be a part of that.





*All the best for San Juan and its people*

As agency of record for the Municipality of San Juan throughout Jorge Santini's 3 consecutive terms as mayor (2000-2012), we conceived, coordinated, and developed all the official events, many from scratch.

Four of the most demanding and significant events were: the inauguration galas of the Natatorium and the Golf Academy and Driving Range, the 2010 Special Olympics Latin America Regional Games, and the 2009 Ironman Triathlon.



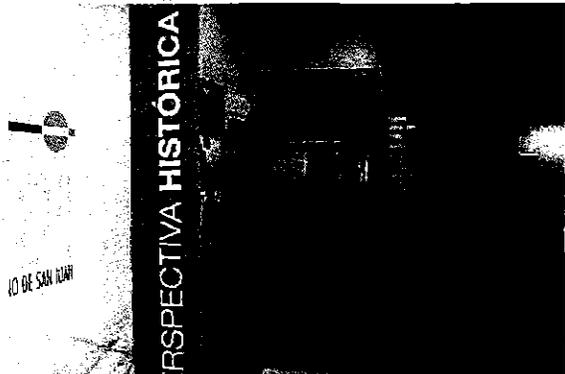
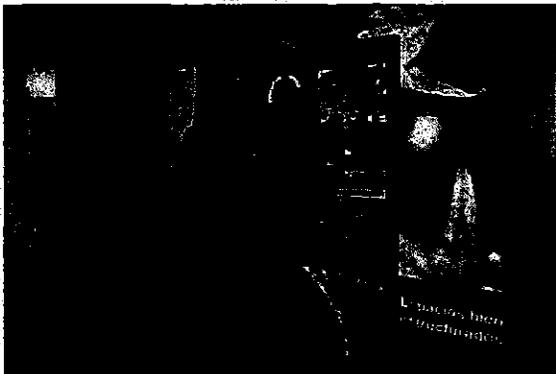
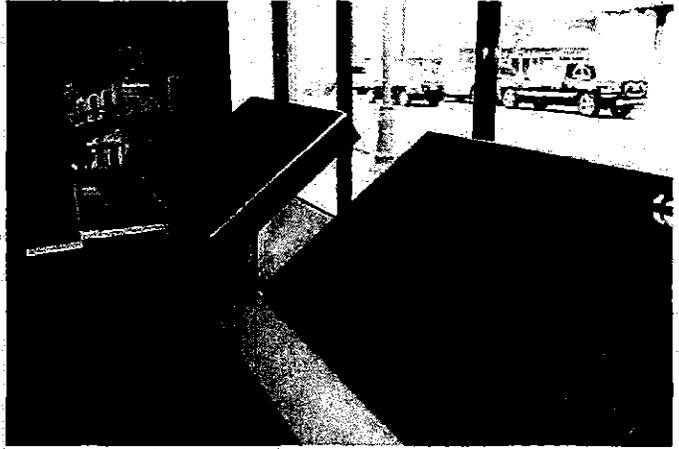
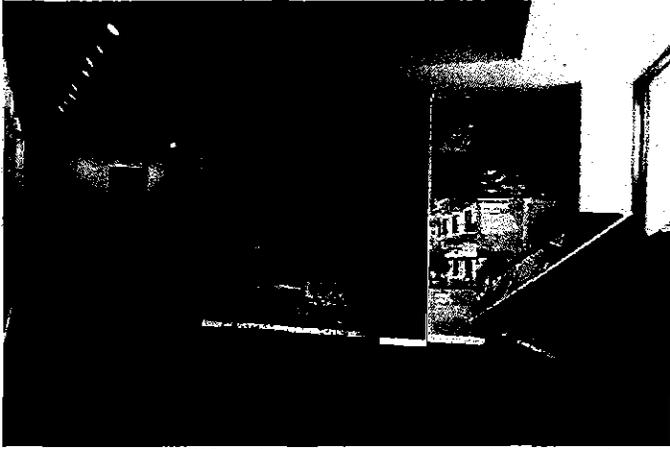


### “VISIÓN SAN JUAN” EXPO

#### *A trip to San Juan... 20 years from now*

A set was designed inside a house where visitors were able to watch projects that would be part of the City in the future, thanks to larger-than-life photos and the latest interactive technology.

Handwritten initials: SK





**ATTACHMENT 2**  
**SCOPE OF SERVICES**  
Request for Proposals  
Public Relations Services  
Community Development Block Grant – Disaster Recovery  
Puerto Rico Department of Housing  
CDBG-DR-RFP-2018-08

## 1. Introduction and Overview

The Puerto Rico Department of Housing (PRDOH) is issuing this Request for Proposals (RFP) to procure public relations services for the CDBG-DR grant, under the Action Plan and subsequent action plans. It seeks to select the Public Relation Firm that will provide strategies and implement integrated tactics across a wide variety of platforms to further amplify the PRDOH CDBG-DR initiatives in accordance with the Action Plan.

The PRDOH reserves the right, without limitations, to: (i) 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; (ii) amend the contract(s) of the Selected Proposer(s) to, among others, extend its original duration, as further explained in the RFP, or to extend the scale of its scope to include work under subsequent CDBG-DR action plans as related to the services requested herein; and (iii) to contract for Public Relations Firms as result of the selection of qualified Proposers or the cancellation of this RFP.

The scope of work presented is based upon circumstances existing at the time the RFP is release. The 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 contemplated contract.

## 2. CDBG-DR Programs

PRDOH has structured recovery programs that meet the immediate housing needs of the most vulnerable populations on the island, expand economic opportunities and the recovery of the island infrastructure. The Public Relations firm(s) will support the PRDOH establish and maintain lines of communication and understanding between PRDOH and Puerto Rico's citizens in relation to the CDBG-DR programs. The PRDOH reserves the right to retain the public relations services of some of these programs internally and/or for PRDOH partners, contractors and/or subrecipients. A detailed description of the CDBG-DR programs is included in the Action Plan approve by HUD on July 29, 2018. The Action Plan is subject to further amendments and to the final approval of HUD. Thus, the current version of the Action Plan, approved by HUD, is herein incorporated as reference, can be found at <http://www.cdbg-dr.pr.gov/en/action-plan/>.

## 3. Staff and Services

This section defines the public relations staff and services that the Proposer must perform in order to support PRDOH. The Selected Proposer will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this contract. The scope of work presented is based upon circumstances existing at the time the RFP is release. PRDOH reserves the right to modify or delete services and tasks listed and, if appropriate, add/reduce staff, services and tasks prior to and during the term of the contemplated contract. The PRDOH reserves the right to retain some of these services and tasks internally and to select more than one Proposer.

**3.1. Staff Requirements**

The Proposer shall have or will secure, at its own expense, all personnel required in performing the services under a Public Relations Services contract. PRDOH expects the Selected Proposer to provide competent and fully qualified staff that are authorized or permitted under federal, state and local law to perform the scope of work under this contract. The PRDOH 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 the PRDOH.

**3.1.1. Staff Experience and Qualifications**

The Proposer should provide detailed information about the experience and qualifications of the Proposer's principals, project managers, key personnel, and staff to be assigned, including degrees, certifications, licenses and years of relevant experience. Proposer shall specifically identify people currently employed by the Proposer who will serve as Key Staff. 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 knowledge to successfully implement and perform the tasks and services.

**3.1.2. Organizational and Staffing Plan**

Proposer shall submit to the PRDOH an initial organizational chart detailing the identity of each person (whether employed by Proposer or a subcontractor) who shall perform any public relation service required or work on the CDBG-DR Programs. The Proposer's organization and staffing plan shall specifically include the required number of personnel, role and responsibilities of each person on the project, name of the resource or subcontractor, résumé or professional information, their planned level of effort, their anticipated duration of involvement, and their on-site availability. The Proposer should demonstrate their ability to adequately staff and scale each functional area to maintain agreed upon service levels throughout the life of the Program.

<b>Key Staff</b>	<b>Requirements</b>	<b>Roles &amp; Responsibilities</b>
<b>Project Manager</b>	<ul style="list-style-type: none"> <li>+ Must have a Bachelor's degree in Public Relations, Marketing, Communications or related field. Masters is Preferred.</li> <li>+ Must be a Puerto Rico's Licensed Public Relationist.</li> <li>+ Must have at least ten (10) years of experience in Public Relations or Communications.</li> <li>+ Must be bilingual (Spanish and English speaker).</li> </ul>	<ul style="list-style-type: none"> <li>+ Oversees the operational planning, establishment, execution, and evaluates the activities.</li> <li>+ Serves as the Point of Contact (POC) and liaison with PRDOH on operational matters.</li> <li>+ Provides day to day technical guidance and leadership as appropriate to the area of expertise.</li> <li>+ Handles all aspects of different PR activities and strategies in order to manage the PRDOH's CDBG-DR program public image.</li> </ul>
<b>Coordinator</b>	<ul style="list-style-type: none"> <li>+ Must have a Bachelor's degree in Public Relations, Marketing or related field.</li> <li>+ Must have at least five (5) years of related experience.</li> <li>+ Must be a Puerto Rico's Licensed Public Relationist.</li> <li>+ Must be bilingual (Spanish and English speaker).</li> </ul>	<ul style="list-style-type: none"> <li>+ Handles aspects of different PR activities and strategies in order to manage the PRDOH's CDBG-DR program public image.</li> <li>+ Draft and distributes press releases, fact sheets, and media invites, along with any other communication.</li> <li>+ Address concerns and responds to issues and conflicts as they arise.</li> </ul>

Key Staff	Requirements	Roles & Responsibilities
<b>Translator / Editor</b>	<ul style="list-style-type: none"> <li>+ Must have a Bachelor's degree in Journalism, Translation, Public Relations or related field.</li> <li>+ Must have at least three (3) years of experience in translation, publishing, journalism or public relations.</li> <li>+ Must be bilingual (Spanish and English speaker).</li> </ul>	<ul style="list-style-type: none"> <li>+ Research, edit, proofread and translate content.</li> <li>+ Adhere to requisite linguistic guidelines and apply them.</li> <li>+ Work with inhouse teams, communicate and provide feedback based on quality of work.</li> <li>+ Identify any content that requires rewriting, while showing ways to enhance the translation flow and layout.</li> </ul>
<b>Graphic Artist</b>	<ul style="list-style-type: none"> <li>+ Must have a Bachelor's degree in Fine Art Design, Marketing or related field.</li> <li>+ Must have at least four (4) years of experience in professional commercial design.</li> <li>+ Extensive experience with Illustrator, Photoshop and InDesign.</li> </ul>	<ul style="list-style-type: none"> <li>+ Illustrates concept by designing rough layout of art and copy regarding arrangement, size, type size and style, and related aesthetic concepts.</li> <li>+ Create visually communicative designs.</li> <li>+ Coordinates with outside partners all art, designs, graphics and aesthetic concepts.</li> </ul>
<b>Assistant</b>	<ul style="list-style-type: none"> <li>+ Must have a Bachelor's degree in Public Relations, Marketing or related field.</li> <li>+ Must have at least three (3) years of experience.</li> <li>+ Knowledge and practical application of social media.</li> <li>+ Must be bilingual (Spanish and English speaker).</li> </ul>	<ul style="list-style-type: none"> <li>+ Supervise social media content, press releases and emails, in conjunction with PRDOH CDBG-DR personnel.</li> <li>+ Prepares reports and presentations on PR activities.</li> <li>+ Supports the Public Relations team as needed.</li> </ul>

#### 4. Tasks

The Selected Proposer is called upon to provide professional services to develop a strategic and comprehensive communications plan and implement the various components of the plan by acting as PRDOH CDBG-DR public relations consultant. The services could include, but not be limited to, crisis communication, media relations, event planning, image management, program/project launch, and other miscellaneous public relations consultation.

The following are the tasks that shall be performed by the Selected Proposer(s):

##### 4.1. Task: General Administration and Coordination

The specific services of the Proposer required under this task include, but are not limited to, collaboration with PRDOH CDBG-DR Division, and maintaining a cooperative attitude throughout the life of the contract. The general administration and coordination activities to be performed by the Proposer are anticipated but not limited to the below:

- Supply a Project Manager to coordinate with other Key Staff and support the PRDOH in the CDBG-DR communications and outreach efforts and promote and increase awareness of CDBG-DR programs existence and purpose.
- Attend periodic meetings as required to discuss tasks assigned and their status.
- Work as coordinator and liaison with any partner, subgrantee and other parties, to create and maintain communications and enlist their cooperation in promoting campaigns and events.
- Becoming thoroughly familiar with CDBG-DR programs.
- Develop talking points for CDBG-DR personnel.
- Crisis Management, assist PRDOH to be prepare, respond promptly and efficiently, and recover from the crisis.

- Develop an integrated strategic marketing plan designed to increase awareness of CDBG-DR programs, activities and events. Implement marketing items and organize promotional communications.
- Provide bi-weekly reports of follows, likes, and general feedback of effectiveness of efforts.
- Producing reports to serve as a summary of work with each invoice.

#### 4.2. Task: Production of Events

The production of events activities to be performed by the Proposer are anticipated but not limited to the below:

- Provide on-site staff to support at regular and special events.
- Create targeted media list(s) for ongoing initiatives as well as special events.
- Registration, outreach, other logistics as applicable.
- Create shot list for photographers.
- Organize announcements and media-related functions regarding events.
- Organize Press conferences:
  - + Draft scripts/talking points for key spokespeople and help with any interview preparation as needed;
  - + Provide suggested locations to hold press conferences, and coordinate or provide necessary audio/video technology support;
  - + Provide on-site staffing in support of press conferences as needed;
  - + Draft press releases in Spanish and English.

#### 4.3. Task: Advertising materials

Proposer will provide all creative services necessary for advertise, promote and disseminate CDBG-DR objectives, including but not limited to: filming, dubbing, recording, editing; design copy and art for printed materials, including flyers, brochures, posters, banners, decals, letterhead and envelopes for programs; design copy and art for promotional items; design copy and art for digital media.

The advertising materials activities to be performed by the Proposer are anticipated but not limited to the below:

- Draft, edit, and obtain PRDOH approval to distribute media materials such as press releases, advisories and pitches.
- Assist with copywriting and editing of all promotional materials including, but not limited to, fliers, brochures, advertisements, scripts, to maintain brand consistency.
- Press Kits:
  - + Electronic and print
  - + News Releases
  - + Fact Sheets
  - + Media Alerts
- Timely crisis management, if needed.
- Development of high quality, economical production options for printing and marketing materials. Contractor will be responsible for production and delivery of all materials as needed.
- Informative Brochures for the programs under CDBG-DR
  - + Develop content for brochure
  - + Proofread brochure copy content

- + Printing and distribution
- All of the above tasks must be completed in Spanish and English, if applicable.

#### 4.4. Task: Media

Proposer will assist in developing a media outreach plan that results in consistent, quality media coverage. It should include tactics to harness the positive power of the media. The media activities to be performed by the Proposer are anticipated but not limited to the below:

- Create and pitch fresh, new, and unique story angles to local media.
- Schedule and coordinate media interviews, broadcast appearances, phone/radio interviews as needed.
  - + Set-up participations, as needed.
- Informative capsules for social media, TV and radio.
- Oversee CDBG-DR social media:
  - + Monitor and continuously report to the PRDOH on social media activity;
  - + Manage Daily and Weekly post to social media services and other social media outlets;
  - + Respond and manage PR crisis as related to the PRDOH and CDBG-DR Programs;
  - + Develop informative videos to post on You Tube and any other social media.
- All of the above must be completed in Spanish and English, if applicable.

#### 4.5. Task: Web Site

The media activities to be performed by the Proposer are anticipated but not limited to the below:

- Work hand in hand with the PRDOH or other representatives of the PRDOH in order to:
  - + Manage Pressroom
  - + Provide Web content
  - + Proofread Web Content
- All of the above must be completed in Spanish and English, if applicable.

#### 4.6. Additional Services

Specific cases may require additional services to the ones stated above. For such services, the contract shall include an allowance and the Proposer shall provide the PRDOH with unit pricings and hourly rates for the additional tasks to be performed. No additional task may be performed by the Proposer without authorization of the PRDOH.

Whenever an additional service will be utilized, the Selected Proposer will submit to the PRDOH a Request for Authorization (RFA), which includes the justification and costs for the services. An allowance would be included in the contract for these additional services available on as-needed basis, after the RFA is approved by PRDOH.

Identified additional task at the moment are as follows:

- Media Impressions;
- TV and Radio Announcements;
- Meetings or Press Conference Rooms Rentals;
- Chair, Tables and Tents Rental will be provided.

- As part of the Proposer's compensation for services under the allowance, the Proposer shall have the right to an up to 10% fee on direct costs under the allowance for media coordination efforts.

**Proposer needs to be aware that most of the advertising projects, material for press conferences or releases, posts in social media, information in the website and any other public relations materials, must be in both Spanish and/or English languages.**

## 5. Key Deliverables

Deliverables shall be considered those tangibles and resulting work products which are to be delivered to the PRDOH, such as draft documents, data, meetings, presentations, and reports. Reports shall include detailed narrative including assumptions and clarifications, and any other information or documentation that was used to reach the conclusions as established in the reports. Reports must also establish each and every resource that participated in its development.

Deliverables shall be in an editable format such as Word, Excel, PowerPoint, or Visio and/or other formats. All deliverables and resulting work products from this contract will become the property of the PRDOH. The Proposer shall certify the accurateness of its deliverables to the PRDOH.

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

### 5.1. Communications Plan

The plan must consider challenges faced by PRDOH, PR strategy, timings, measurement and tactics/methods and tools.

### 5.2. Media Relations

Create content, from press releases, articles, research, whitepapers, social media and blog posts.

### 5.3. Writings

Assimilating/adapting articles, stories and features into localized content for distribution to employees, partners, subgrantees, participants, among others. Produce original content, such as news releases, editorials, annual reports, newsletters, briefs and feature articles. All tasks must be completed in Spanish and English, if applicable.

### 5.4. Crisis Communication/Preparedness Plan

The plan must clearly define communication and response strategies; identify emerging situations and indicators that could impact PRDOH CDBG-DR Programs and dealing with them in a non-crisis scenario; detail training to ensure smooth execution in times of need; controlled media outreach in time of crisis; and post crisis management, to ensure open channels of communication.

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



**Exhibit P**  
**COST FORM**  
Request for Proposals  
Public Relations Services  
Community Development Block Grant – Disaster Recovery  
CDBG-DR-RFP-2018-08

Name of Proposer: Publicidad Tere Suárez LLC

**PROGRAMS MANAGEMENT AND ADMINISTRATION (MAXIMUM PER MONTH)**

Position	Qty. of Resources [ A ]	Max. Hours Per Month Per Resource [ B ]	Rate Per Hour [ C ]	Max. Monthly Cost [ D = AxBxC ]
Program Manager	1	173	\$150.00	\$25,950.00
Coordinator	2	173	\$90.00	\$31,140.00
Translator/Editor	2	160	\$85.00	\$27,200.00
Graphic Designer	2	160	\$50.00	\$16,000.00
Assistant	5	173	\$35.00	\$30,275.00
<b>Maximum Monthly Cost</b>				<b>\$130,565.00</b>
<b>Maximum Annually Cost</b>				<b>\$1,566,780.00</b>
<b>Maximum Cost of Services for 2 Years (24 Months)</b>				<b>\$3,133,560.00</b>
<b>Allowance for Additional Services</b>				<b>\$2,000,000.00</b>
<b>Total Proposal Cost</b>				<b>\$5,133,560.00</b>

**Notes on Proposal Cost**

- (1) The Total Proposal Cost represents the potential total cost for the services, including the contract allowance for additional services as indicated in the Scope of 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 less or more than that stated in the estimate. The contract is expected to function as a not-to-exceed contract from which services will be invoiced based on actual hours worked by each resource.
- (3) The Rate per Hour cost includes fringe benefits, travel, general and administrative, among other overhead costs and profit related to the positions referenced. The overhead includes all cost related to accomplish the required service each position will be responsible for.
- (4) Estimated costs for each position should not be interpreted as a cap of costs or 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.

Proposer's Signature

02-05-2019

Date

Teresa Suárez / President

Proposer's Printed Name



Timelines for Deliverables & Tasks  
Request for Proposals  
Public Relations Services  
Community Development Block Grant – Disaster Recovery  
Puerto Rico Department of Housing  
CDBG-DR-RFP-2018-08

**Key Deliverables:**

- Provide Staff List of Key personnel.....5 days, from contract execution
- Communications Plan.....14 days, from contract execution
  - Overall plan / proposal for the CDBG-DR program branding and initial marketing materials (including website guidelines).
- Crisis Communication/Preparedness Plan..... 14 days, from execution.
  - General plan defining communication and response strategies identify emerging situations and indicators that could impact PRDOH CDBG-DR Programs and dealing with them in a non-crisis scenario. Detail training to ensure smooth execution in times of need; controlled media outreach in time of crisis; and post crisis management, to ensure open channels of communication.
- Media Relations Services.....As needed, from contract execution (see table 1).
- Writings.....As needed, from contract execution (see table 1).

**Tasks:**

- General Administration and Coordination.....As needed, from contract execution.
- Production of Events.....As needed, from contract execution (see table 1).
- Advertising and Marketing Materials.....As needed from, contract execution (see table 1).
- Media Relations.....As needed from, contract execution (see table 1).
- Website.....As needed from, contract execution (see table 1).
- Additional Services.....As needed from, contract execution (see table 1).

*[Handwritten initials]*

**Table 1 - Public Relations/Communications High Availability and Service Level Agreement**

Category of Request	Description	Response Time
<b>Time-Sensitive Request</b>	Last minute announcements / crisis response.	<b>1 Hour</b> (minimum response time)
<b>Marketing and Advertising Materials</b>	Creating and editing promotional materials including design copy and art for printed materials such as: layouts, flyers, brochures, advertisements, scripts, press kits, videos and other recording, among others (including website and social media).	Within <b>6 hours</b> (minimum response time)
<b>Media Relations Support and/or Consultancy</b>	Requests for media relations services, outreach events, media interviews, broadcast appearances, brainstorming and general support/consultancy.	Within <b>1 business day</b>
<b>Production of Events</b>	On-site staff and equipment support, logistics, photographers, announcements, talking points, press conferences/releases and any other marketing material needed for the event.	Coordination meeting within <b>5 business days</b> * Last Minute Events and/or Time Sensitive Events shall be a priority and a coordination meeting must take place to fulfill the PRDOH request within <b>1 business day</b>
<b>Writings</b>	Articles, stories, content for internal or external distribution (including website and social media), news releases, editorials, reports, newsletters, briefs and other writings as needed.	Within <b>1 hour or less</b> for social media requests Within <b>3 hours</b> for news releases Within <b>1 business day</b> for articles, editorials, reports, briefs and other writing requests



OSPA  
Request for Proposals  
Public Relation 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 - CDBG-DR-RFP-2018-08

A. All bidders will submit a BID BOND

The bid will be accompanied of a bid bond of five percent (5 %) of the amount of the bid and option of the bidder, which will be able to be by means of:

- a. Certified check, or
- b. Bank draft

B. 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 **Local Housing Authority\* (Department of Housing, Puerto Rico Public Housing Administration) (LHA\*)** original and 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:

(X) 1. State Insurance Fund Workmen's Compensation Insurance Policy

In accordance with the Workmen's Compensation Act No. 45, to facilitate its acquisition, the \*LHA shall provide a letter to the successful bidder addressed to the State Insurance Fund.

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

COVERAGE	LIMIT
I. Commercial General Liability:	\$1,000,000.00
• General Aggregate	\$2,000,000.00
• Products & Complete Operations	\$1,000,000.00
• Personal Injury & Advertising	\$1,000,000.00



OSPA  
 Request for Proposals  
 Public Relation Services  
 Community Development Block Grant – Disaster Recovery  
 Puerto Rico Department of Housing  
 Secretary for Legal Affairs  
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COVERAGE	LIMIT
I. Commercial General Liability:	\$1,000,000.00
• General Aggregate	\$2,000,000.00
• Products & Complete Operations	\$1,000,000.00
• Personal Injury & Advertising	\$1,000,000.00

COVERAGE		LIMIT
	• Each Occurrence	\$1,000,000.00
	• Fire Damage	\$100,000.00 (Any one Fire)
	• Medical Expense	\$10,000 (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 Each Employee Each Accident	\$1,000,000.00 \$1,000,000.00
<b>III.</b>	Personal Property under care, custody and control:	\$1,000,000.00
<b>IV.</b>	Garage Liability and Garage Keepers – Legal Liability Forms	\$1,000,000.00 (occ.agg)

(X) **3. Crime Insurance**

COVERAGE REQUIRED	
<b>V. Employee Dishonesty:</b>	
	• Limit - \$250,000 Per Occurrence • Deductible \$2,500 Per Occurrence
<b>VI. Forgery &amp; Alteration Form:</b>	
	• Limit - \$250,000 Per Occurrence • Deductible \$2,500 Per Occurrence
<b>VII. Theft, Disappearance &amp; Destruction (Inside/Outside):</b>	
	• Limit \$100,000 Per Occurrence • Deductible \$1,000 Per Occurrence
<b>VIII. Computer Fraud:</b>	
	• Limit \$100,000 Per Occurrence • Deductible \$1,000 Per Occurrence

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

LIMIT
• Auto Liability - \$500,000.00 • Physical Damages - \$500,000.00 • Medical Payments - \$5,000.00
<b>The Commercial Auto cover must be applied to the following symbols:</b>
• Liability Coverage -1
• Physical Damages – 2 and 8
• Hired – Borrowed Auto - 8
• Non-Owned Auto Liability - 9

*Handwritten initials/signature*

(X) **5. Cyber Liability**

Limit - \$3,000,000.00

(X) **6. Umbrella**

Limit - \$10,000,000.00

(X) **7. Professional General Liability and/or Errors and Omissions Policy**

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

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

(X) A.2 Limit:

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

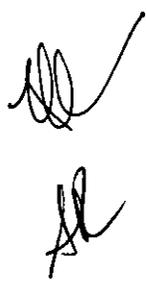
(X) A.3 Certification that the insurance contract has been given as surplus lines coverage under the Commonwealth Insurance Code, when applicable.

(X) **8. Payment and Performance Bond**

- (X) a. A document for the total cost of the project under contract.
- (X) b. The surety must be listed in the latest Federal Register as an Acceptable Surety Company for Federal Bonds.
- (X) c. Re-Insurance Agreements: The Acceptable Guarantor Company must provide the \*LHA with a Certificate of Re-Insurance Agreement listing the names of all participating guarantors, indicating the corresponding percentage (%) share of each of the risks pursuant to its written agreement. These must be listed in the latest Federal Register as Acceptable Trust Companies for Federal Bonds.
- (X) d. Certificate of Authority, Power of Attorney and Power of Attorney License issued by the Commissioner of Insurance.

(X) **9. The policies to be obtained must contain the following endorsements including as additional insured the Department of Housing, Puerto Rico Public Housing Administration and the Government of Puerto Rico.**

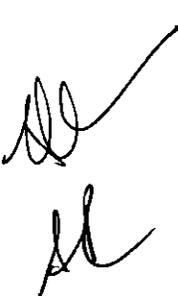
- (X) a. Breach of warranty
- (X) b. Waiver and / or Release of Subrogation



- (X) c. Additional Insured Clause
- (X) d. Hold Harmless Agreement
- (X) e. 90 Days Cancellation Clause

- (X) 10. The insurance carrier or carriers which will present said certificates of insurance must have at least an A+ rating according to the Best Rating Guide.

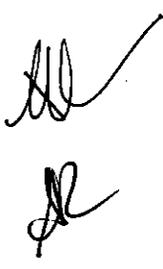
**C. TERMS AND CONDITIONS**

- 
1. All certified checks or bank drafts must be paid to the Order of the Bidding Agency.
  2. All Bid Bonds must be issued by an Insurance Company authorized by the Insurance Commissioner of Puerto Rico and must be accompanied by the following documents:
  3. Certificate of Authority in the name of the Insurer issued by the Insurance Commissioner.
  4. Power of Attorney, issued by the Insurer, in the name of its attorney-in-fact
  5. Power of Attorney License, issued by the Commissioner of Insurance pursuant to the power of attorney issued by said Insurer.
  6. If, at the time the bidding documents are opened, any of the documents referred to in paragraphs a, b and c above are missing, this shall not constitute grounds for disqualifying the contractor, but the successful bidder shall submit such documents within two (2) working days from the date and time of the auction.
  7. It is implicit that, by issuing the Bid Bond, the insurer undertakes to issue a Performance and Payment Bond in accordance with the conditions of the auction.
  8. In any bidding or protest, the interested party shall be obliged to write down each risk with its individual cost of premium and shall then reflect the total sum of all insurance premiums as project costs.

**D. 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 A+ by the "Best Rating Guide".
  3. Submit to the \*LHA 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 \*LHA: 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 as provided in the Special Conditions of Insurance and bonds, part C.
  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.

**E. 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 \*LHA 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 \*LHA.

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 \*LHA 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.

**F. 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.

**G. 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: Public Relations Services**

November 13, 2018  
Date

  
\_\_\_\_\_  
Arlyn Rodríguez Fuentes  
Insurance Section  
Secretary for Legal Affairs

# Attachment G

## HUD General Provisions

Given that the Agreement involves funds for which the U.S. Department of Housing and Urban Development (HUD) is the oversight agency, the following terms and conditions may apply to this Agreement.

The CONTRACTOR shall include these terms and conditions in all subcontracts or purchase orders directly servicing the Agreement.

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

## 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 Agreement shall be deemed to be inserted herein and the Agreement 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 Agreement 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 the Community Development Block Grant-Disaster Recovery funds appropriated by the Supplemental Appropriations for Disaster Relief Requirements (Appropriations Act), under Public Law 115-56 of 2017, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including if certain expenses are allowed.

### 3. BREACH OF CONTRACT TERMS

The PRDOH reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this Agreement, in instances where the CONTRACTOR or any of its subcontractors violate or breach any Agreement term. If the CONTRACTOR or any of its subcontractors violate or breach any Agreement term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the Agreement 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 PRDOH and/or the Government of Puerto Rico. The CONTRACTOR shall cooperate with all the PRDOH and/or the Government of Puerto Rico efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§85.40-41 (or §§84.50-52, if applicable) and §570.507, when applicable.

### 5. ACCESS TO RECORDS

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

**6. MAINTENANCE/RETENTION OF RECORDS**

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

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

The CONTRACTOR will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

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

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

**8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

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

**9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

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

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

The CONTRACTOR shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with

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

**11. SECTION 504 OF THE REHABILITATION ACT OF 1973**

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

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

**12. AGE DISCRIMINATION ACT OF 1975**

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

**13. DEBARMENT, SUSPENSION, AND INELIGIBILITY**

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

**14. CONFLICTS OF INTEREST**

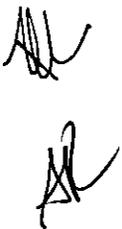
The CONTRACTOR shall notify the PRDOH as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (2013) (or 84.42 (2013), if applicable)). The CONTRACTOR shall explain the actual or potential conflict in writing in sufficient detail so that the PRDOH is able to assess such actual or potential conflict. The CONTRACTOR shall provide the PRDOH 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 PRDOH, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

**15. SUBCONTRACTING**

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

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

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



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

**16. ASSIGNABILITY**

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

**17. INDEMNIFICATION**

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

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

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

**19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers.

The CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

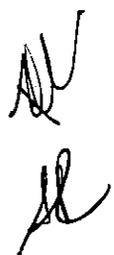
All laborers and mechanics employed by CONTRACTORS or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the CONTRACTORS and subcontractors shall comply with all regulations issued pursuant to that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

**20. DAVIS-BACON ACT**

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

The CONTRACTOR shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

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



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

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

If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Agreement, the PRDOH shall thereupon have the right to terminate this Agreement 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 PRDOH, become the PRDOH's property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the Government of Puerto Rico and PRDOH for damages sustained by the Government of Puerto Rico and/or PRDOH by virtue of any breach of the contract by the CONTRACTOR, and the Government of Puerto Rico and/or PRDOH may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the Government of Puerto Rico and/or PRDOH from the CONTRACTOR is determined.

**22. TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000)**

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

**23. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000)**

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

Equal Opportunity for Workers with Disabilities:

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

- (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.

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

#### 24. EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this 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.

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 non-compliance, provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

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

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

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks,



locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

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

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

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.

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

By the execution of this Agreement, 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.

**28. BONDING REQUIREMENTS**

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

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

1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

2) A payment bond on the part of the CONTRACTOR for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

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

1) The work to be performed under this 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.

2) The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. 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.

3) The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative



of the CONTRACTOR's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4) The CONTRACTOR agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 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 C.F.R. 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 C.F.R. Part 135.

5) The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 C.F.R. Part 135.

6) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (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 subcontracts 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).

8) For contracts exceeding \$100,000, the CONTRACTOR shall submit Form HUD 60002 (Section 3 Summary Report) to PRDOH on a quarterly basis, notwithstanding the annual reporting requirement set forth in that form's instructions.

### **30. FAIR HOUSING ACT**

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

### **31. ENERGY POLICY AND CONSERVATION ACT**

CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

**32. HATCH ACT**

CONTRACTOR agrees to comply with mandatory standards and policies relating to Hatch Act, Public Law 94-163, as Amended.

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

The CONTRACTOR may not do the following activities: Be a candidate in partisan elections; Use official influence to interfere in elections; Coerce political contributions from subordinates in support of political parties or candidates The Office of Special Counsel operates a website that provides guidance concerning Hatch Act issues.

**33. HEALTH AND SAFETY STANDARDS**

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

**34. PERSONNEL**

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

**35. WITHHOLDING OF WAGES**

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

**36. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES**

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

**37. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS**

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



**38. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS**

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

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

**39. INTEREST OF CERTAIN FEDERAL OFFICERS**

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

**40. INTEREST OF CONTRACTOR**

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

**41. POLITICAL ACTIVITY**

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

