GOVERNMENT OF PUERTO RICO
Department of Housing

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

PRDOH REGISTERED JAN 20 2021 2021-DR0070 CDBG-DR CONTRACT ADMINISTRATION

AGREEMENT FOR
COST ESTIMATING SERVICES
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
CTEH GOVERNMENT SERVICES, LLC

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THIS AGREEMENT FOR COST ESTIMATING SERVICES, (hereinafter referred to as the "Agreement") is entered into in San Juan, Puerto Rico, this 19 of January, 2021, 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 L.P.R.A. § 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 William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of San Juan, Puerto Rico, in his capacity as Secretary; and **CTEH GOVERNMENT SERVICES, LLC** (hereinafter, the "CONTRACTOR"), with principal offices in North Little Rock, Arkansas, herein represented by Joshua LeMaire in his capacity as Vice President, of legal age, married, and resident of Sarasota County, Floria duly authorized by Resolution by the CONTRACTOR.

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

WHEREAS, under the Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017, signed into law September 8, 2017 (Pub. L. 115-56), $1.5 billion were allocated by the U.S. Department of Housing and Urban Development (HUD) for disaster recovery assistance to the Government of Puerto Rico under the CDBG-DR. These funds are intended to provide financial assistance to address unmet needs that arise and that are not covered by other sources of financial aid.

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

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

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

WHEREAS, on August 14, 2018, a Notice was published in the Federal Register Vol. 83, No. 157, (83 FR 40314) that made an additional allocation to Puerto Rico of $8.22 billion for recovery. With these allocations of funding, the PRDOH aims to lead a transparent, comprehensive recovery to benefit the residents of Puerto Rico. PRDOH holds accountability and is committed to the responsible, efficient, and transparent administration of CDBG-DR grant funding.

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

WHEREAS, the PRDOH is interested in contracting a firm to provide cost estimating services to assist PRDOH with cost estimating for a variety of goods and services (including construction and non-construction services) at various stages including (but not limited to): estimation costs prior to procurement processes to be undertaken by the PRDOH, evaluation of cost proposals received by the PRDOH as part of procurement process, special cost reports, cost--benefit analysis, claims analysis, change order analysis and price analysis. One of the main objectives of the services to be provided is the cost reasonableness of services being provided to the PRDOH by its contractors. This firm will support PRDOH's objectives of ensuring compliance with all CDBG-DR, HUD and applicable federal and local requirements, rules and regulations, as well as in PRDOH's objectives of the Action Plan, as amended, and adequately coordinating and monitoring all CDBG-DR related activities.

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WHEREAS, on July 31, 2019 the PRDOH issued a Request for Proposal (RFP) "CBDG-DR-RFP-2019-02" with CDBG-DR funds. This request was placed through the CBDG-DR website. Afterwards, PRDOH requested Quotations or Proposals from qualified Proposers therein registered. Through this procurement process, PRDOH was able to reach six (6) qualified firms listed for their capacity to deliver qualified services.

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WHEREAS, on September 4, 2019, the CONTRACTOR submitted a proposal (hereinafter referred to as the "Proposal"), which fully complied with the requirements set forth by the PRDOH.

WHEREAS, CTEH Government Services, LLC was chosen to perform the required services at a reasonable proposed cost 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 **CTEH Government Services, LLC** to secure its services and accepts the CONTRACTOR's Proposal and costs, and the CONTRACTOR by its acceptance of the terms and conditions of this Agreement is ready, willing and able to provide the requested services contemplated under this Agreement.

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the 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 Compensation Schedule (**Attachment D**) and as the services are rendered. Any and all changes and/or modifications to this Agreement shall be in writing and must be signed by both parties.

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

Attachment A	Notice of Award
Attachment B	Proposal
Attachment C	Scope of Services
Attachment D	Compensation Schedule (Contract Distribution)
Attachment E	Performance Requirements
Attachment F	Insurance Requirements (DV-OSPA-78-5)

Attachment G HUD General Provisions
Attachment H Contractor Certification Requirement

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

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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 **thirty six (36) months**, ending in January, 19, 2024.

B. **Contract Extensions:** PRDOH may, at its sole discretion, extend the Agreement's term for an additional term upon mutual written agreement of the parties.

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C. The term of this Agreement shall not exceed the lifetime of the initial Grant Agreement between PRDOH and HUD, unless the term of the initial Grant Agreement is extended by HUD, in which case the Agreement shall not exceed said extended period.

III. SCOPE OF SERVICES

The CONTRACTOR will provide the services described in **Attachment C** 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 **ONE MILLION SIX HUNDRED SEVENTY-THREE THOUSAND ONE HUNDRED DOLLARS ($1,673,100.00)**; **Account Number: R01A01ADM-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 D** and **Attachment 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 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.

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

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I. The CONTRACTOR acknowledges and agrees to repay any CDBG-DR funds used for ineligible costs.

J. Extended overhead costs is an Ineligible cost under this Agreement and shall not be reimbursable.

K. 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 hereby certify that no public servant of the government entity is a party to or has an interest of any kind in the profits or benefits to be obtained under the contract which is the basis of this invoice, and should he be a party to, or have an interest in, the profits or benefits to be obtained under the contract, a waiver has been previously issued. The only consideration to provide the contracted goods or services under the contract is the payment agreed upon with the authorized representative of the government entity. The amount that appears in the invoice is fair and correct. The work has been performed, the goods have been delivered, and the services have been rendered, and no payment has been received therefor."**

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.

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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** from closeout of the grant to the state, or the period required by other local applicable laws and regulations.

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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 confidential data demonstrating client eligibility for activities provided under this Agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided.

E. PII Policy: The CONTRACTOR must comply with the PRDOH CDBG-DR Personal Identifiable Information Policy, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov), which is herein included and made integral part of this Agreement, as it may be updated from time to time.

IX. ACCESS TO RECORDS

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

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B. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

X. NON-DISCLOSURE AND CONFIDENTIALITY

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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: The 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. The 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.

XI. PERFORMANCE WARRANTY

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

(b) CONTRACTOR warrants that all Deliverables it completes under this Contract shall: meet or exceed the standards of CONTRACTOR's trade, profession, or industry; meet or exceed the specifications set forth in the Attachments to this Agreement; and be fit for ordinary use, of good quality, and with no material defects.

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(c) If CONTRACTOR submits Deliverables that do not meet specifications, fails to complete Deliverables timely, or fails to perform its obligation under this Contract, PRDOH may require CONTRACTOR, at its sole expense, to:

1. repair or replace Deliverables that do not meet specifications;
2. refund payment for Deliverables that do not meet specifications and accept the return of such Deliverables;
3. pay liquidated damages for any past due Deliverable; and
4. take necessary action to ensure that future performance and Deliverables meet specifications and conform to the Contract.

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XII. 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.

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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.

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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 (5) days'** written notice of such suspension. Upon receipt of said notice the CONTRACTOR shall immediately discontinue all Services affected.

F. **Immediate Termination**: In the event the CONTRACTOR is subjected to a criminal or civil action, suit, proceeding, inquiry or court of applicable jurisdiction, or any governmental agency, or the CONTRACTOR shall be subject to an order, judgment, or opinion, issued by any federal or local authority, a court of applicable jurisdiction, or any governmental agency, in connection with the execution, delivery, and performance by the CONTRACTOR of this Agreement or the CONTRACTOR of this Agreement has been noncompliant, breach, inaccuracy of any representation, warranties, covenants, or the certifications provided herein, whether the noncompliance, breach or inaccuracy takes place before or after the execution of this Agreement, 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. PRDOH reserves the right to provide for the execution of a Transition Services Agreement for the Transition Period. In such instance, the CONTRACTOR will be paid at a reasonable, agreed upon, hourly rate for any work performed for the PRDOH during the Transition Period. Moreover, during that Transition Period, all finished or

unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH.

XIII. PENALTIES AND LIQUIDATED DAMAGES

A. Penalties

1. In the event the CONTRACTOR is determined to have engaged in any proscribed conduct or otherwise is in default as to any applicable term, condition, or requirement of this Agreement, at any time following the Effective Date of the Agreement, the CONTRACTOR agrees that, PRDOH may impose sanctions against the CONTRACTOR for any default in accordance with **Attachment C** and **Attachment E** and this Section. Refer to all required provisions set forth at 2 C.F.R. § 200.326 and 24 C.F.R. § 570.489(g), and the CDBG-DR Procurement Manual and Contract Requirements, Art. XII, Section 2(a.), as found in the CDBG-DR Website (www.cdbg-dr.pr.gov) which is herein included and made integral part of this Agreement, as it may be updated from time to time.

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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.

B. Liquidated damages

The CONTRACTOR shall pay to PRDOH, as liquidated damages, $100.00 for each calendar day that any task deliverable required is late until deemed in compliance subject to a maximum of $1,500.00 established in this Contract between PRDOH and the CONTRACTOR, in accordance with **Attachments C** and **Attachment E**. 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 Contract, or to any other remedy provided for in this Contract 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.

XIV. 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.

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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.

XV. INSURANCE

A. Required Coverage

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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 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 **thirty (30) days** in advance of any cancellation 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.

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Renewal Certificates of Insurance or such similar evidence is to be received by the Contract Administration of the Legal Division and/or the Finance area of the CDBG-DR program 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**.

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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 **thirty (30) 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.

XVI. 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.

XVII. FORCE MAJEURE

In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, strike, labor dispute or unrest, embargo, war, insurrection or civil unrest, any *Force Majeure* including inclement weather, herein

collectively referred to as *Force Majeure* during the term of this Agreement, neither the 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.

XVIII. CONFLICTS OF INTEREST

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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:

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

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

XIX. 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.

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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.

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XX. NOTICES

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

To: PRDOH	William O. Rodríguez Rodríguez, Esq. Secretary Puerto Rico Department of Housing 606 Barbosa Ave. Juan C. Cordero Dávila Bldg. San Juan, PR 00918
To: CONTRACTOR	Joshua LeMaire Vice President CTEH Government Services, LLC 400 West Capitol Ave Suite 2000 Little Rock, AR 72201

XXI. THIRD PARTIES

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

XXII. SUBCONTRACTS

A. General: All subcontracts shall contain the applicable provisions described in **Attachment F** (HUD General Provisions), 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:

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.

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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.

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

XXIII. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS

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

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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.

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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. **Compliance with Act No. 45 of April 18, 1935, as amended, 11 L.P.R.A. § 1, *et seq*.**: The CONTRACTOR certifies and guarantees that at the signing of this Agreement has valid insurance issued by the State Insurance Fund Corporation (CFSE, for its Spanish Acronym), as established by Act No. 45, *supra*, known as the "Puerto Rico Workers' Accident Compensation Act".

G. **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.

H. Compliance with Act No. 168-2000, as amended, 8 L.P.R.A. § 711 , *et seq.*: The CONTRACTOR is in full compliance with Act No. 168-2000, as amended, known as "Act for the Improvement of Elderly Support of Puerto Rico."

I. Compliance with Act No. 1-2012, as amended, 3 L.P.R.A. § 1854, *et seq.*: The PRDOH and the CONTRACTOR hereby certify that in signing this Agreement they are in compliance with Act No. 1-2012, as amended, known as "Puerto Rico Government Ethics Act of 2011", in connection with the possibility of a conflict of interest.

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J. Clause of Governmental Ethics Certification of Absence of Conflict of Interests - The CONTRACTOR certifies that: (1) No public servant of this executive agency has a pecuniary interest in this contract, purchase or commercial transaction. (2) No public servant of this executive agency has requested me or accepted from me, directly or indirectly, for him (her), for any member of his family unit or for any person, gifts, bonuses, favors, services, donations, loans or anything else of monetary value. (3) No public servant (s) requested or accepted any good of economic value, linked to this transaction, from any person of my entity as payment for performing the duties and responsibilities of their employment. (4) No public servant has requested from me, directly or indirectly, for him (her), for any member of her family unit, or for any other person, business or entity, some of economic value, including gifts, loans, promises, favors or services in exchange for the performance of said public servant is influenced in my favor or of my entity. (5) I have no kinship relationship, within the fourth degree of consanguinity and second by affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.

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K. Ethics. CONTRACTOR also acknowledges receipt of the Code of Ethics for Contractors, Suppliers of Goods and Services and Applicants for Economic Incentives of the Executive Agencies of the Commonwealth 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*".

L. 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:

1. 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.

2. 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.

3. 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 publics funds.

4. The CONTRACTOR represents and guarantees that none of its employees, officials or agents have been convicted of a felony or misdemeanor as described in this sub-section. Moreover, the CONTRACTOR agrees to notify PRDOH should any employee, official, or agent is convicted of a felony or misdemeanor as described in this sub-section after the date of this Agreement. Said notice shall be made within **ten (10) days** from the time of the conviction.

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M. Other payments or compensation: 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.

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N. 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.

XXIV. ACT NO. 18 OF OCTOBER 30, 1975, as amended, 2 L.P.R.A. secs. 97-98

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*.

XXV. 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.

XXVI. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, & EXECUTIVE ORDERS

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

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XXVII. CDBG-DR POLICIES AND PROCEDURES

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In addition to what is established in this Agreement, the CONTRACTOR shall comply with all CDBG-DR program specific and general policies and procedures, including, but not limited to, the Contract and Subrecipient Agreement Manual, OS&H Guideline, MWBE Policy, Procurement Manual and Contractual Requirements, URA & ADP Guidelines, Cross Cutting Guidelines, AFWAM Policy, Section 3 Policy, Personally Identifiable Information, Confidentiality, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov), which are herein included and made integral part of this Agreement, as they may be updated from time to time, and reporting requirements as established by the PRDOH.

XXVIII. SECTION 3 CLAUSE

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

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

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

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F. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and sub contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

G. The Contractor agrees to submit, and shall cause its subcontractors to submit, quarterly reports to the PRDOH detailing the number of new employees hired, the number of new Section 3 employees hired, and any affirmative efforts made to direct hiring efforts to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing during the previous quarter.

H. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

XXIX.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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XXX.EQUAL OPPORTUNITY

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A. -The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity 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.

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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.

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XXXI.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.

XXXII.SOLID WASTE DISPOSAL ACT

1) In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are Environmental Protection Agency (EPA)- designated items unless the product cannot be acquired:

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.
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3) Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include:

a. procuring only items designated in guidelines of the EPA at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars ($10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars ($10,000);

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b. procuring solid waste management services in a manner that maximizes energy and resource recovery; and

c. establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXXIII.WATER POLLUTION CONTROL ACT

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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.

XXXIV. 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.

XXXV.SUSPENSION AND DEBARMENT

A. -This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 2424. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).

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

C. -This certification is a material representation of fact relied upon by 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 2424, in addition to remedies available to PRDOH, the

Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

XXXVI. NO OBLIGATION BY THE FEDERAL GOVERNMENT

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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.

XXXVII. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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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.

XXXVIII. 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.

XXXIX. 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.

XL. MODIFICATION OF AGREEMENT

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

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

XLI. 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.

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XLII. 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.

XLIII. NON-WAIVER

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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.

XLIV. ORDER OF PRECEDENCE

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

XLV. 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.

XLVI. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS

A. Consolidation or Merger

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for a consolidation or merger with another entity (private or public), by its discretion or otherwise, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) days prior to the effective date** of the consolidation or merger. The notice shall include, but not limited to, a description of: the expected effective date of the consolidation or merger; name of each of the constituent entities moving to consolidate or merge into the single resulting or surviving entity; the proposed name of the resulting entity (in case of a consolidation) or the name of the surviving entity (in case of a merger) if necessary; reference to the projected capacity of the resulting or surviving entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement as well as its Exhibits or Attachments; and a brief summary of the proposed plan to achieve the transition of duties (Scope of Work or Scope of Services), tasks, and performance goals or requirements to the resulting or surviving entity.

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

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

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B. Change of Name

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

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

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

C. Dissolution

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

XLVII. 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.

XLVIII. FEDERAL FUNDING

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

XLIX. RECAPTURE OF FUNDS

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

L. OVERPAYMENT

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

LI. SEVERABILITY

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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.

LII. COUNTERPARTS

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

LIII. SURVIVAL OF TERMS AND CONDITIONS

The terms and conditions of this Agreement related to the following subjects shall survive the termination or expiration of this Agreement: interpretive provisions; consideration; warranties; general affirmations, federal assurances, federal and state certifications; CDBG-DR and state funding, recapture of CDBG-DR and/or state funds, overpayment of CDBG-DR and/or state funds; ownership and intellectual property, copyright; records retention methods and time requirements; inspection, monitoring and audit; confidentiality; public records; indemnification and liability; infringement of intellectual property rights; independent CONTRACTOR relationship; compliance with laws; notices; choice of law and venue; severability; dispute resolution; consolidations, merger and dissolution. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Agreement shall so survive.

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

PUERTO RICO DEPARTMENT OF HOUSING	**CTEH GOVERNMENT SERVICES, LLC**
William O. Rodríguez Rodríguez William O. Rodríguez Rodríguez (Jan 19, 2021 13:50 AST)	Joshua W. LeMaire Joshua W. LeMaire (Jan 19, 2021 12:28 EST)
William O. Rodríguez Rodríguez, Esq. Secretary	**Joshua LeMaire** Vice President DUNS No. 968510289

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ATTACHMENT A

GOVERNMENT OF PUERTO RICO
Department of Housing

Award Notice
Request for Proposals
Cost Estimating Services
CDBG-DR-RFP-2019-02

September 1, 2020

Tel. 501-801-8501
Email: webquestion@cteh.com

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Mr. Dick Fletcher
Senior Vice President, Chief Financial Officer
CTEH Government Services, LLC
5120 Northshore Drive
North Little Rock, AR 72118

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Re: Request for Proposals No. CDBG-DR-RFP-2019-02
Cost Estimating Services

Dear Mr. Fletcher,

On July 30, 2019, the Puerto Rico Department of Housing (PRDOH) issued the Request for Proposal No. CDBG-DR-RFP-2019-02 for Cost Estimating Services (the RFP-2019-02) under the Community Development Block Grant for Disaster Recovery (CDBG-DR). This RFP seeks to select a qualified firm to provide Cost Estimating Services as related to programs under the CDBG-DR grant(s) for a period of three (3) years with optional extensions of up to two years.

On August 19, 2020, the Bid Board of the Puerto Rico Department of Housing (the "Board") with quorum duly constituted, pursuant Article II, Section 1 (e) of the Regulation No. 9075 of February 26, 2019, on the Procurement Manual and Contractual Requirements for CDBG-DR (Regulation 9075), upon evaluation of the recommendation issued by the CDBG-DR Procurement Division regarding the process for the Cost Estimating Services under the RFP-2019-02, including the Evaluation Committee Report dated December 9, 2019, decided to award the RFP-2019-02 to CTEH Government Services, LLC and Toscano Clements Taylor, LLC, two responsive and responsible Proposers whose Proposals are advantageous to the PRDOH in terms of price, qualifications and work approach seth forth in the RFP-2019-02. This award would result in the execution of a contract to CTEH Government Services, LLC for the amount of $1,673,100 and a 3-year term; and a 3-year term contract to Toscano Clements Taylor for the amount of $1,689,300 for Cost Estimating Services under the CDBG-DR program. **(Exhibit I).**

In response to RFP-2019-02, CTEH Government Services, LLC submitted a Proposal to the PRDOH on September 4, 2019. In addition to the Proposal submitted by CTEH Governments Services, LLC, the PRDOH received five (5) more Proposals for a total of six (6) Proposals in response to the RFP-2019-02:

1. CTEH Government Services, LLC
2. Hill International, Inc.
3. Toscano Clements Taylor, LLC
4. The Fusco Group Partners, Inc.
5. MFS Consulting, LLC
6. 4D Engineering, PSC

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The proposals were evaluated by an Evaluation Committee appointed by virtue of Administative Order No. 19-40 dated July 29, 2019. The Evaluation Committee performed an evaluation of the Proposals based on the criteria stated in the RFP-2019-02. The following criteria were considered as part of the evaluation:

- Mandatory Requirements (Pass/Fail) (Section 6.1 of the RFP)
- Qualifications (60 Points) (Section 6.2. of the RFP)
- Work Approach (40 Points) (Section 6.3. of the RFP)
- Bonus Points for Section 3 Compliance Submission (5 points)

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Initial evaluation considered the Mandatory Requiremets of the Proposals stated in Section 6.1 of the RFP-2019-02, including Financial Requirements. Those Proposers whose Proposals met the Mandatory Requirements were evaluated by the Evaluation Committee for Qualifications and Work Approach. To be considered "Qualified", Proposers need to obtain a score greater than or equal to 70 points in the evaluation of their Qualifications and Work Approach. Two Proposers, CTEH Government Services, LLC and Toscano Clements Taylor, LLC, were considered "Qualified" for the services. A summary of the results of the evaluation of each Proposal is shown in Table 1 below:

Table 1: Proposals Evaluation Summary

Proposer	Mandatory Requirements	Technical Score	Qualified	Proposal Cost	Cost Proposal Points	Total Proposal Score
CTEH	Pass	76	Yes	$3,948,300	32.97	108.97
Hill	Fail	0	No	N/A	N/A	0
Toscano	Pass	79.50	Yes	$3,719,700	35	114.50
West	--	--	--	--	--	--
Fusco	Pass	57.17	No	N/A	N/A	N/A
MFS	Pass	66.34	No	N/A	N/A	N/A
4D	Pass	54	No	N/A	N/A	N/A

CTEH Government Services, LLC and Toscano Clements Taylor, LLC, were considered Qualified for the services. The PRDOH Procurement Division, based on the recommendation of the Evaluation Committee, opened negotiations with the Qualified Proposers.

On December 13, 2019, the Procurement Division sent a letter to CTEH Government Services, LLC and to Toscano Clements Taylor, LLC to request the Proposers to revise their Cost Proposals. On December 17, 2019, the Procurement Division notified Toscano and CTEH of a conference call to be held on December 19, 2019. On December 19, 2019, after the clarifications conference call, the Procurement Division sent a letter to CTEH and Toscano to request the Proposers to revise their Cost Proposals on or before December 23, 2019. Toscano submitted their revised Cost Proposal on December 20, 2019, and CTEH on December 23, 2019.

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The PRDOH compared proposed prices received in response to the solicitation to determine reasonable cost. After thoroughly evaluating the BAFOs received from the Qualified Proposers, the Procurement Division determined that CTEH Government Services, LLC's and Toscano Clements Taylor, LLC's revised Cost Proposals were one of reasonable cost for the services.

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In accordance to the Board Resolution the award would result in the following contract distribution:

- A contract to **CTEH Government Services, LLC for the amount of $1,673,100 and a 3-year term** for the Cost Estimating Services under the CDBG-DR program. This contract would have the distribution shown in **Table 2** below.

Table 2: CTEH Government Services, LLC

#	Position	Quantity of Resources	Max. Hours for 3 yrs	Rate per Hour BAFO dated Dec. 23, 2019	Max Contract Cost
1	Project Manager	1	810	$190	$153,900
2	Mechanical Senior Cost Estimator	1	720	$175	$126,000
3	Plumbing Senior Cost Estimator	1	720	$175	$126,000
4	Electrical Senior Cost Estimator	1	720	$175	$126,000
5	Civil Senior Cost Estimator	1	720	$175	$126,000
6	Junior Cost Estimator	3	1440	$125	$540,000
7	Senior Subject Matter Expert Cost Estimator	1	1440	$190	$273,600

8	Junior Subject Matter Expert Cost Estimator	1	1440	$140	$201,600
9	**Total Cost of Services for 3 Years (36 Months)**				**$1,673,100**

- A contract to **Toscano Clements Taylor, LLC for the amount of $1,689,300 and a 3-year term** for the Cost Estimating Services under the CDBG-DR program. This contract would have the distribution shown in **Table 3** below.

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Table 3: Toscano Clements Taylor, LLC

#	Position	Quantity of Resources	Max. Hours for 3 yrs	Rate per Hour BAFO dated Dec. 20, 2019	Max Contract Cost
1	Project Manager	1	810	$210	$170,100
2	Mechanical Senior Cost Estimator	1	720	$185	$133,200
3	Plumbing Senior Cost Estimator	1	720	$185	$133,200
4	Electrical Senior Cost Estimator	1	720	$185	$133,200
5	Civil Senior Cost Estimator	1	720	$185	$133,200
6	Junior Cost Estimator	3	1440	$125	$540,000
7	Senior Subject Matter Expert Cost Estimator	1	1440	$180	$259,200
8	Junior Subject Matter Expert Cost Estimator	1	1440	$130	$187,200
9	**Total Cost of Services for 3 Years (36 Months)**				**$1,689,300**

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The list of Proposers, which is attached hereto and made an integral part hereof as **Exhibit II**, details the names, addresses and contact information of all Proposers that submitted a Proposal in response to RFP-2019-02.

Any person, party or entity that considers itself having been adversely affected by an award determination of the Bid Board made under the provisions of the Regulation 9075, may file a petition for reconsideration with the Bid Review Board (Request for Reconsideration) within 20 days from the date on which a copy of the Award Notice was duly notified in accordance with Section 3.19 of Act 38-2017, Uniform Administrative Procedures Act of the Government of Puerto Rico. Simultaneously, with the filing of the Request for Reconsideration, said person, party or entity shall submit a copy of the Request for Resonsideration to all the parties in the process and to the Puerto Rico Department of Housing (PRDOH). Alternatively, a petition for review may be filed before the Court of Appeals of Puerto Rico.

The Bid Review Board shall consider the motion for reconsideration within thirty (30) calendar days from the date of filing thereof, which term the Review Board may extend once for just cause for an additional period of fifteen (15) calendar days. If the Review Board issues a decision on the motion for reconsideration, the term to file a request for judicial review before the Court of Appeals will begin as of the date of deposit of a copy of the corresponding notice with the U.S. Postal Service. If the Review Board does not issue a decision on the motion for reconsideration within the term allowed by law, the motion will be deemed denied as of right, and the term to file a request for judicial review will begin to run as of the date thereof, as provided in Section 3.19 of Act 38-2017.

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

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

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This Award Notice does not represent a contract or constitute a contractual relationship between the PRDOH and your firm.

Sincerely,

William G. Ríos Maldonado, Esq.
Procurement Division Director
CDBG-DR
Attachments

cc:

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

Mrs. Niurka Rivera Rivera

Mr. Omar Figueroa Vázquez, Esq.

Mrs. Adalgisa Polanco Reyes
Secretary

I hereby certify that this notice of award was delivered to all Proposers listed in **Exhibit II.**

Receipt Number: 7004 2510 0007 0093 1193

GOVERNMENT OF PUERTO RICO
Department of Housing

Puerto Rico Department of Housing
Cost Estimating Services
CDBG-DR-RFP-2019-02

Bid Board Resolution

Date: August 19, 2020 Time: 2:04pm

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The Bid Board of the Puerto Rico Department of Housing (the "Board") with quorum duly constituted, pursuant Article II, Section 1 (e) of the Regulation No. 9075 of February 26, 2019, on the Procurement Manual and Contractual Requirements for CDBG-DR (Regulation 9075), upon evaluation of the recommendation issued by the CDBG-DR Procurement Division regarding the process for the Cost Estimating Services under Request for Proposal No. CDBG-DR-RFP-2019-02 (the RFP-2019-02), including the Evaluation Committee Report dated December 9, 2019, has decided to award the RFP-2019-02 to **CTEH Government Services, LLC and Toscano Clements Taylor, LLC**, two responsive and responsible Proposers whose Proposals are advantageous to the Puerto Rico Department of Housing (PRDOH), in terms of price, qualifications and work approach seth forth in the RFP-2019-02. This award would result in the execution of a contract to **CTEH Government Services, LLC for the amount of $1,673,100 and a 3-year term; and a 3-year term contract to Toscano Clements Taylor for the amount of $1,689,300 for Cost Estimating Services under the Community Development Block Grant for Disaster Recovery (CDBG-DR) program.**

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On May 15, 2019, the PRDOH prepared an Independent Cost Estimate (hereinafter "ICE") for Cost Estimating Services in the amount of $2,819,160.

The Puerto Rico Department of Housing (PRDOH) issued the RFP-2019-02 for Cost Estimating Services under CDBG-DR. According to the RFP, services shall include cost estimating services, the evaluation of cost proposals received by the PRDOH, cost and price analysis in order to establish the cost reasonableness of a proposed price or cost and the evaluation of change orders request. On September 4, 2019 the PRDOH Procurement Division received six proposals from the following entities:

1. CTEH Government Services, LLC
2. Hill International, Inc.
3. Toscano Clements Taylor, LLC
4. The Fusco Group Partners, Inc.
5. MFS Consulting, LLC
6. 4D Engineering, PSC

The proposals were evaluated by an Evaluation Committee appointed by virtue of Administative Order No. 19-40 dated July 29, 2019. The Evaluation Committee performed an evaluation of the Proposals based on the criteria stated in the RFP. The following criteria were considered as part of the evaluation:

- Mandatory Requirements (Pass/Fail) (Section 6.1 of the RFP)
- Qualifications (60 Points) (Section 6.2. of the RFP)
- Work Approach (40 Points) (Section 6.3. of the RFP)
- Bonus Points for Section 3 Compliance Submission (5 points)

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Initial evaluation considered the Mandatory Requiremets of the Proposals stated in Section 6.1 of the RFP, including Financial Requirements. Those Proposers whose Proposals met the Mandatory Requirements were evaluated by the Evaluation Committee for Qualifications and Work Approach. To be considered "Qualified", Proposers need to obtain a score greater than or equal to 70 points in the evaluation of their Qualifications and Work Approach. Two Proposers, CTEH Government Services, LLC and Toscano Clements Taylor, LLC, were considered "Qualified" for the services. A summary of the results of the evaluation of each Proposal is shown in Table 1 below:

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Table 1: Proposals Evaluation Summary

Proposer	Mandatory Requirements	Technical Score	Qualified	Proposal Cost	Cost Proposal Points	Total Proposal Score
CTEH	Pass	76	Yes	$3,948,300	32.97	108.97
Hill	Fail	0	No	N/A	N/A	0
Toscano	Pass	79.50	Yes	$3,719,700	35	114.50
West	--	--	--	--	--	--
Fusco	Pass	57.17	No	N/A	N/A	N/A
MFS	Pass	66.34	No	N/A	N/A	N/A
4D	Pass	54	No	N/A	N/A	N/A

According to the Evaluation Committee Report discussion of results, prior to the evaluation process, the Evaluation Committee performed a preliminary assessment of the documents submitted by Hill International, Inc. in order to ascertain that all required documents and/or information were submitted for evaluation and compliance with the RFP. The Procurement Division ask for the following information from Hill International, Inc. (Hill): certificate of good standing, comparable projects and clarifications regarding mathematical inconsistencies that were found in some of the cost forms submitted by the proposer. On September 25, 2019, the Procurement Division requested Hill to provide missing documentation on pending litigation and no bankruptcy and interim financial statements as of July 31 or August 31, 2019. On September 27, 2019, Hill provided copies of the executed and the apostille certifications for the proposer documentation on pending litigation and no bankruptcy. On the same date, the Procurement Division asked to comply with pending documentation regarding interim financial statements. In

response, Hill submitted their latest quarterly statement for the period ending June 30, 2019. This information was delivered to the financial consultant for evaluation on September 27, 2019. On September 30, 2019, the Procurement Division indicated the Proposer that information on interim financial statements as of July 31 or August 31, 2019 was still necessary for evaluation. On October 1, 2019, Hill informed the Procurement Division that *Hill's financial information for July 2019 or August 2019 was considered material nonpublic information. Absent an executed NDA, we [Hill] cannot provide any material nonpublic information.* The proposer attached to its communication a Non-Disclosure Agreement (NDA) and conditioned the submission of the financial information requested to the signature of the NDA. On October 3, 2019, the Procurement Division clarified to the Financial Consultant that the Proposers were required by the RFP to provide interim financial statements for a period ending not later than sixty (60) days before the Proposal submission date, which initially was set for August 29, 2019. The submission date was modified to September 4, 2019 in Addendum number 3. Hill included with their proposal the interim financial statements for the period ending in June 30, 2019. Therefore, the Procurement Division asked the Financial Consultant to proceed with the evaluation of the submitted information by Hill, taking into consideration that that the original submission date was August 29, 2019.

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On October 8, 2019, the Procurement Division requested Hill to confirm that the information submitted on September 27, 2019 regarding their latest quarterly statement for the period ending June 30, 2019, Hill was the latest available for review. In addition, the Procurement Division notified the proposer that the PRDOH will not sign a Non-Disclosure as requested by Hill. On October 9, 2019, Hill confirmed, as requested, that the next available public filing, at that date, was November 6, 2019 for financial results of the third quarter of the year. Hill also stated that the document sent on September 27, was its second quarter filing, and that it was the most recent public filing available for review.

The Financial Consultant issued the RFP financial mandatory requirements evaluation report on October 3, 2019. An updated version was submitted on October 16, 2019. According to the requirements of the RFP, on October 3, 2019, the PRDOH Financial Consultant issued the requested evaluation and concluded that Hill obtained a 67.28%. A total grading of 70% or more was required to obtain a rating of Pass. Therefore, the proposer failed the financial mandatory requirement of the RFP.

Regarding The Fusco Group Partners, Inc. (Fusco), the Proposer passed the mandatory requirements evaluation of the RFP. Fusco qualifications were evaluated and obtained an average score of 42.50 points. In the Work Approach requirements evaluation, Fusco obtained an average score of 14.67. This for a Fusco total technical score average of 57.17 points in the evaluation of the qualifications and work approach requirements. According to the RFP, a Qualified Proposer means a responsive Proposer whose Proposal meets the Mandatory Requirements of the RFP and obtains a technical score greater than or equal to the minimum threshold of 70 points established in Section 8.4. Consequently, Fusco was not considered Qualified and no evaluation of cost requirements was made by the Evaluation Committee.

MFS Consulting, LLC (MFS), passed the mandatory requirements evaluation of the RFP. Nonetheless, MFS was not considered a Qualified Proposer for the services. The Evaluation Committee performed the qualifications and work approach evaluation, for which MFS obtained an average score of 51.67 points in the qualification evaluation and 14.67 in the Work Approach requirements evaluation. This, for a total technical score average of 66.34 points. According to Section 8.4. of the RFP, Fusco was not considered Qualified and no evaluation of cost requirements was made by the Evaluation Committee.

4D Engineering, PSC (4D), passed the mandatory requirements evaluation of the RFP. 4D obtained an average score of 54 points in the qualifications evaluation and 0 points in the Work Approach requirements evaluation. The Proposer did not include a Work Approach Proposal. Therefore, the Evaluation Committee was not able to assess the technical requirements as to the RFP. As a result, 4D obtained a total technical score average of 54 points.

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In regards to CTEH Government Services, LLC (CTEH) and Toscano Clements Taylor, LLC (Toscano), both Proposers were considered Qualified for the services. CTEH obtained an average score of 47.67 points in the qualifications evaluation and 28.33 points in the Work Approach requirements evaluation. This for a CTEH total technical score average of 76 points in the evaluation of the qualifications and work approach requirements. The Evaluation Committee rounded to 48 points the average score for the qualifications. Regarding Toscano, the Proposer obtained an average score of 51 points in the qualifications evaluation and 28.50 points in the Work Approach requirements evaluation. This for a Toscano total technical score average of 79.50 points in the evaluation of the qualifications and work approach requirements.

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The Evaluation Committee recommended negotiations with the two Qualified proposers to revise their Cost Proposals.

On December 13, 2019, the Procurement Division sent a letter to CTEH and Toscano to request the Proposers to revise their Cost Proposals. The revised Cost Proposals due date was set for December 19, 2019, and would be considered the Proposers' best and final offer (BAFO), however, the PRDOH reserved the right to conduct another round of negotiations. On December 17, 2019, the Procurement Division notified Toscano and CTEH of a conference call to be held on December 19, 2019. On December 19, 2019, after the clarifications conference call, the Procurement Division sent a letter to CTEH and Toscano to request the Proposers to revise their Cost Proposals on or before December 23, 2019. Toscano submitted their revised Cost Proposal on December 20, 2019, and CTEH on December 23, 2019.

Table 2 shows a comparison of the overall revised Cost Proposal submitted by the Qualified Proposers with the ICE.

Table 2. Comparison of the Overall Revised Cost Proposal with the ICE

Proposer	ICE	BAFO Total Cost	Dif. in BAFO Total Cost	% Dif. w/ ICE
CTEH Government Services, LLC	$2,819,160	$3,346,200	$527,040	+18.69%
Toscano Clements Taylor, LLC		$3,378,600	$559,440	+19.84%

The PRDOH compared proposed prices received in response to the solicitation to determine reasonable cost. According to the recommendation of the Procurement Division , the Junior Cost Estimator position is expected to provide the largest effort during the performance of the services. It was anticipated that three Junior Cost Estimator would require at least 80 hours per month resulting in the amount of $820,800 during the term of the engagement, representing a 29.12% of the total estimated cost. As illustrated in the recommendation by the Procurement Division, the Junior Cost Estimator position represents up to 49.18% of the difference between the revised BAFO and the ICE. From the evaluation of the revised rates for the Junior Cost Estimators position, the Procurement Division also concluded, that the PRDOH estimated the rate lower than the actual market price. To exemplify its determination the Procurement Division presented an example of the overall difference with the ICE including modified Junior Cost Estimator rates of $125. This exercice exemplified an overall difference with the ICE of 8.70% and 9.75% for CTEH and Toscano respectively. A research of contract prices for similar positions with related experience was also made in order to support the Procurement Division reasonable cost determination.

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The RFP allows PRDOH to contract for multiple cost estimators firms as result of the selection of qualified Proposers. Thus, an award can be made to the two qualified Proposers CTEH and Toscano, in order to distribute the services among the two qualified firms and reinforce the pool of contracted entities for the services.

The award would result in the following contract distribution:

- A contract to **CTEH Government Services, LLC for the amount of $1,673,100 and a 3-year term** for the Cost Estimating Services under the CDBG-DR program. This contract would have the distribution shown in Table 3 below.

Table 3: CTEH Government Services, LLC

#	Position	Quantity of Resources	Max. Hours for 3 yrs	Rate per Hour BAFO dated Dec. 23, 2019	Max Contract Cost
1	Project Manager	1	810	$190	$153,900
2	Mechanical Senior Cost Estimator	1	720	$175	$126,000
3	Plumbing Senior Cost Estimator	1	720	$175	$126,000
4	Electrical Senior Cost Estimator	1	720	$175	$126,000
5	Civil Senior Cost Estimator	1	720	$175	$126,000
6	Junior Cost Estimator	3	1440	$125	$540,000

#	Position	Quantity of Resources	Max. Hours for 3 yrs	Rate per Hour BAFO dated Dec. 23, 2019	Max Contract Cost
7	Senior Subject Matter Expert Cost Estimator	1	1440	$190	$273,600
8	Junior Subject Matter Expert Cost Estimator	1	1440	$140	$201,600
9	**Total Cost of Services for 3 Years (36 Months)**				**$1,673,100**

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- A contract to **Toscano Clements Taylor, LLC for the amount of $1,689,300 and a 3-year term** for the Cost Estimating Services under the CDBG-DR program. This contract would have the distribution shown in Table 4 below.

Table 4: Toscano Clements Taylor, LLC

#	Position	Quantity of Resources	Max. Hours for 3 yrs	Rate per Hour BAFO dated Dec. 20, 2019	Max Contract Cost
1	Project Manager	1	810	$210	$170,100
2	Mechanical Senior Cost Estimator	1	720	$185	$133,200
3	Plumbing Senior Cost Estimator	1	720	$185	$133,200
4	Electrical Senior Cost Estimator	1	720	$185	$133,200
5	Civil Senior Cost Estimator	1	720	$185	$133,200
6	Junior Cost Estimator	3	1440	$125	$540,000
7	Senior Subject Matter Expert Cost Estimator	1	1440	$180	$259,200
8	Junior Subject Matter Expert Cost Estimator	1	1440	$130	$187,200
9	**Total Cost of Services for 3 Years (36 Months)**				**$1,689,300**

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The Bid Board Resolution shall be notified to all persons or legal entities who submitted Proposals in response to the RFP-2019-02. The Award Notice shall indicate that any person, party or entity that considers itself having been adversely affected by an award determination of the Bid Board made under the provisions of the Regulation 9075, may file a petition for reconsideration with the Bid Review Board (Request for Reconsideration) within 20 days from the date on which a copy of the Award Notice was duly notified in accordance with Section 3.19 of Act 38-2017, Uniform Administrative Procedures Act of the Government of Puerto Rico. Simultaneously, with the filing of the Request for Reconsideration, said person, party or entity shall submit a copy of the Request for Resonsideration to all the parties in the process and to the Puerto Rico Department of Housing (PRDOH). Alternatively, a petition for review may be filed before the Court of Appeals of Puerto Rico.

The mere presentation of a Request for Reconsideration will not have the effect of halting the contested award. The Bid Review Board may or may not consider the Request for Reconsideration. The terms in relation to this action or lack of action, as well as its Judicial review, if any, shall be those established in Act 38-2017, *supra*.

Signed by:

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

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Mrs. Niurka Rivera Rivera

Mr. Omar Figueroa Vázquez, Esq.

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 31 of August, 2020.

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Adalgisa Polanco Reyes
Secretary, Bid Board

JUNTA DE SUBASTA
DEPARTAMENTO DE LA VIVIENDA
GOBIERNO DE PUERTO RICO

GOVERNMENT OF PUERTO RICO
Department of Housing

EXHIBIT II
LIST OF PROPOSERS
Request for Proposals
Cost Estimating Services
CDBG-DR-RFP-2019-02

No.	Proposer	Address	Telephone
1	CTEH Government Services, LLC	Mr. Dick Fletcher Senior Vice President, Chief Financial Officer CTEH Government Services, LLC 5120 Northshore Drive North Little Rock, AR 72118 webquestion@cteh.com	501-801-8501
2	Hill International, Inc.	Mr. Luis Lugo, Jr. SVP and Southeast Regional Manager Hill International, Inc. 80 S.W. 8th Street | Suite 2220 Miami, FL 33130 luislugo@hillintl.com	305-468-4900
3	Toscano Clements Taylor, LLC	Mrs. Kimberlee Toscano Senior Principal Toscano Clements Taylor, LLC 16 Oakwood Huntington, NY 11743 ktoscano@tctcost.com	631-392-1399
4	The Fusco Group Partners, Inc.	Mrs. Eunice Candelaria De Jesús In-House Legal Counsel The Fusco Group Partners, Inc. 530 Ave. De La Constitución San Juan, PR 00901 ecandelaria@worldclaim.net	787-379-9720
5	MFS Consulting, LLC	Mr. José A. Fuertes Benítez Principal Engineer MFS Consulting, LLC 103 C/ Isabel Andreu de Aguilar San Juan, PR 00918 jaf@mfsengineers.com	787-998-7436
6	4D Engineering, PSC	Mr. Pedro L. Santiago Pagán Vice President 4D Engineering, PSC 1056 Ave. Luis Munoz Rivera Suite 804 San Juan, PR 00927 info@4dengineeringpr.com	787-473-8046

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Government of Puerto Rico

Community Development Block Grant — Disaster Recovery

CDBG-DR-RFP-2019-02

Qualifications and Work Approach Requirements Proposal

CTEH Government Services, LLC
5120 Northshore Drive North, Little Rock, AR, 72118
Contact: Chase Selby | cselby@cteh.com | 501-801-8500
Date of Opening: Aug. 29, 2019, 3:00 P.M.

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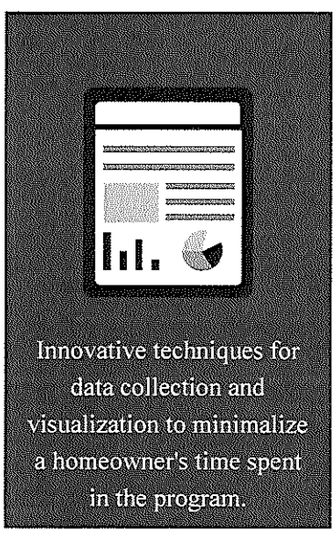
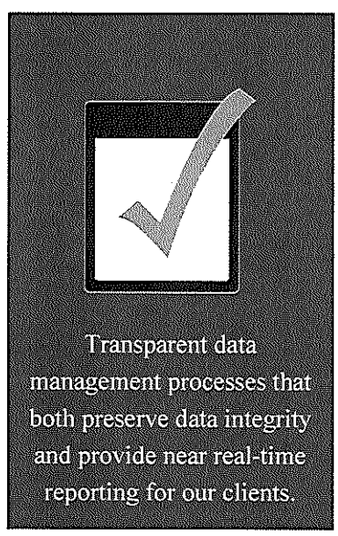
1.0 Work Approach

CTEHGS has decades of experience helping communities recover from natural disasters.

When CTEHGS began serving the public sector – specifically disaster recovery – and assisting clients with needs similar to those of PRDOH, we did so with a goal to deliver three critical elements that had long been lacking in federally funded disaster recovery programs:





Regardless of project size or scope, our team begins and ends with these principles in mind. By doing so, our team can improve the speed a homeowner moves through the program, as well as verify that no applicant is left behind, all while bringing key stakeholders the exact information they need to report on their population. In the sections below, we will detail how we will apply these techniques to the cost estimating services as described in RFP: CDBG-DR-RFP-2019-02.

1.1 General Administration and Coordination

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The number one reason projects fail during emergency or disaster responses is poor communication. Quality of work or data do not matter when communication and coordination with the client fails. Unfortunately, in our many years of experience responding to disasters, we have seen this failure often. Many times, our team is called into help fix this problem. One example was the large-scale nuclear cleanup effort at the Hanford Site in the state of Washington. CTEHGS' parent company, CTEH, was brought in to solve a breakdown in communication between health data holders and recipients like workers and key stakeholders. We were able to report on, visualize, and communicate data collected that gave workers clarity on their exposure and stakeholders the information they needed to make decisions.

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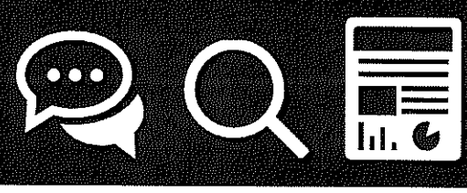
Hanford Site Cleanup

Location: Washington State, USA

Problem: Breakdown in communication/coordination between holders of health data and recipients

Resolution: Data reporting, visualization, and communication to restore clarity



To accomplish the cost and price estimating and analysis tasks laid out under this RFP, the CTEHGS team will dedicate a project manager to coordinate and communicate with PRDOH. This project manager will be both the point of contact for PRDOH for all things needed (reports, staffing, invoicing, etc.) and a subject matter expert (SME) capable of consulting and providing best-practice suggestions to PRDOH throughout the life of the program.

Our project manager will be an SME familiar with and comfortable working in CDBG-DR programs. We also know that no two programs are the same. Our team, and specifically our leadership, will become

thoroughly familiar with PRDOH's specific program, and will spend the time to make sure we adapt our process to those of PRDOH, rather than expect PRDOH to adapt to ours.

In addition to your dedicated project manager, PRDOH will have access to some of the disaster response and catastrophic loss industry's leading engineering and cost estimating consultants via the CCA Group. The CCA Group has been responding to disasters and catastrophic losses in and around Puerto Rico for over 25 years and has strategically teamed with CTEHGS to provide PRDOH with unique combination of experience, work practices, and deliverables.

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Our team of expert engineers, senior and junior SMEs, and cost estimators will be directly available to PRDOH off site as well as on site as needed. The CTEHGS team will work with PRDOH and its partners to implement a ticketing system to ensure timely turnaround on program requests to meet or exceed PRDOH timelines. As part of this ticketing system, our project manager will ensure an estimated response time is received by PRDOH as quickly as possible so questions regarding if a message was received and when an answer can be expected are never raised. Additionally, our team will also commit to working with PRDOH to establish deliverable deadlines based on priorities, further ensuring all parties stay well informed on estimate response dates, and have the resources available to expedite deliverables when needed.

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TGLO Hurricane Harvey Recovery

Location: Texas, USA

Project manager responsibilities:

- Overseeing reporting and invoicing
- Managing day-to-day operations of CTEHGS leadership staff
- Attending meetings on behalf of/in coordination with TGLO

Recently, the CTEHGS team assisted the Texas General Land Office (TGLO) in managing their Hurricane Harvey recovery efforts. Our team deployed a Project Manager who worked side-by-side with TGLO's Director of the Permanent Housing Construction (PHC) program throughout the life of the PHC program. At a high level, our project manager's goal was to making sure TGLO's Program Director always had the information they needed, forecasting reporting needs and providing real-time information when requests would come up in meetings. This allowed our client to always have what they needed and never felt like they were in the dark in any aspect of the PHC Program, all while always being able to satisfy the requests of stakeholders. On a lower level, our project manager:

- Oversaw the reporting and invoicing provided by our team, ensuring its accuracy and completeness,
- Managed day-to-day operations of the CTEHGS leadership staff, and
- Attended all meetings needed on behalf of or in coordination with the TGLO.

These practices are very similar to those that the CTEHGS team will deploy while assisting PRDOH. Our project manager will make sure that PRDOH and key stakeholders have the deliverables they need on-time, and work to make sure they are provided the right work product each time. Our transparent, near real-time reporting and flexible deliverables will keep you in-the-know for all the scope items under the CTEHGS umbrella.

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1.2 Estimating and Analysis: Construction Related Services

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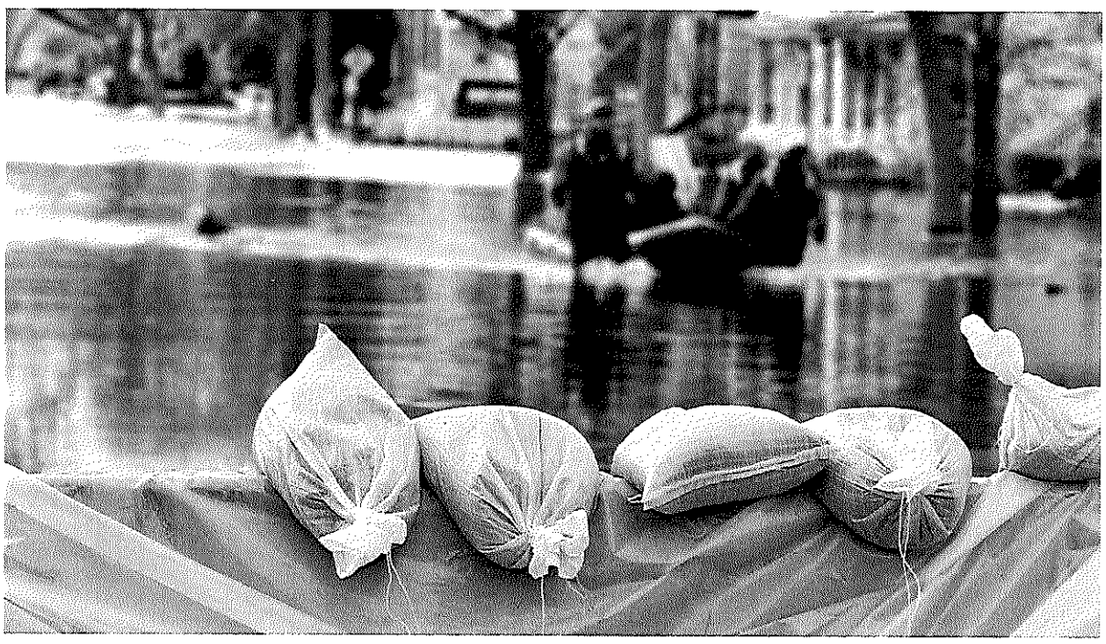


Members of our team have worked on federally funded projects in a variety of roles

The CTEHGS team is uniquely qualified to provide PRDOH with cost estimating, cost analysis, and price analysis for construction related services. Our team brings a combination of experience and education required to understand how to estimate and analyze cost during federally funded disaster response projects. Members of our team have worked on federally funded projects in a variety of roles, including:

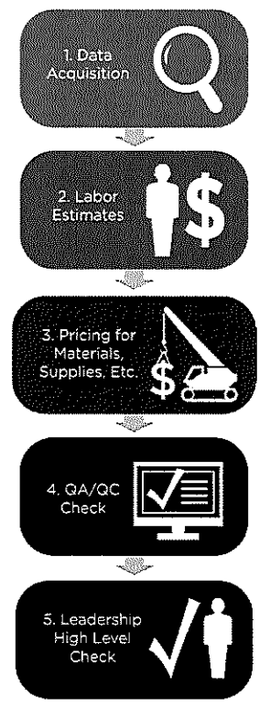
- Builders performing reconstruction and rehabilitations
- Front line estimators developing Estimated Costs of Repair (ECRs)
- Inspection and Estimator SMEs, providing Quality Assurance / Quality Control (QA/QC) and cost reasonable evaluations on ECRs and subsequent change orders

- Construction and Project Mangers
- Engineering SMEs

Simply stated, our team will utilize techniques and process gained from our vast experience working in a broad range of federally funded construction related services, combined with our decades of education and training to establish reasonable cost on services being provided to PRDOH.

1.2.1 Cost Estimates

As previously mentioned, the CTEHGS team has many years of experience assembling cost estimates on federally funded projects. We've learned that faulty cost estimates can quickly cast doubt over the quality of work to be performed. Simple mistakes call into question the validity of a project. Perhaps quantities being removed don't equal quantities to be replaced, or replacement material goes to a room or structure where it doesn't belong. Therefore, our team applies transparent data reporting processes and stringent QA/QC methods (described in more detail in the QA/QC section of this proposal) to verify our cost estimates every time. When developing cost estimates, our team will start by acquiring all available information about the project that is available to us (visiting project sites ourselves whenever necessary). Our team will utilize this information, as well as our previous experiences from similar projects, to start breaking out the project into its different phases. From here, our team begin assembling pricing and quantities for materials, supplies, labor, etc., through nationally recognized material and labor cost indices and manuals, such as Xactimate or the Craftsman Index, as well as through local and institutional knowledge, for each phase of the project. The data from each phase will then be put into a line item breakdown that will make up the Basis of Estimate (BoE) section of our cost estimate. Once the BOE is complete and a working draft has been established, the cost estimate will go through our QA/QC process to verify completeness and accuracy. And finally, prior to delivery, a member of our leadership staff will perform a high-level check on the cost estimate to verify the overall price is inline and reasonable prior to delivery to PRDOH.



Cost Estimation Procedure

As part of our commitment to transparent data collection and reporting, our team will provide PRDOH with a narrative along with our estimate including any relevant information we were given or collected about the project, including photos, measurements, structure type, and other specifications or assumptions made that PRDOH can utilize while reviewing any particular cost estimate, all contained within an agreed-upon format. These narratives will also include tools used for pricing justification and material/equipment type chosen. In addition, our team will be available to answer inquiries about cost estimates as-needed. We will strive to limit future inquiries by providing clear and concise narratives and justifications.

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West Virginia Bridge Home Program

Location: West Virginia, USA

Costs itemized:

- Ranges of bridge costs per foot
- Estimated average bridge cost
- Expected overall costs

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Developing cost estimates for CBDG-DR projects is nothing new to the CTEHGS team, especially for unique projects. For example, in West Virginia, the CTEHGS team was given the opportunity to help the state's CDBG-DR program develop their Bridge Home program. Many residences from the state who survived the 2016 flooding of the state lost not only their homes, but also the residential bridges need to access their homes due to the rugged nature of the state's terrain. Under the Bridge Home program, CTEHGS was tasked with determining that building residential bridges was not only feasible, but also cost reasonable. Working with the state, our team developed the cost estimate for Bridge Home program that contained ranges of bridge costs per foot, estimated average bridge cost, and expected overall costs for the Bridge Home program. The CTEHGS team also developed a bridge cost template that could be used by inspectors when estimating the cost of repair for a home. Due to the efforts of our team, HUD approved the construction of residential bridges in West Virginia using CBDG-DR funds.

Our team also understands that as projects continue, events can and will occur that will affect cost estimates, and those events must be considered. For instance, other disasters, material shortages, or even project location can dramatically affect the pricing charged by builders and their subcontractors to perform services and therefore can dramatically affect price of a project. Our team has had years of experience dealing with and solving extenuating circumstances. We will make sure PRDOH has all the information needed to justify any increases or decreases in cost so that builders can keep building and projects are not put on hold.

1.2.2 Cost and Price Analysis

After the federally funded Hurricane Harvey recovery effort began, one of the first opportunities that the CTEHGS team was given was to assist TGLO review damage assessments for completeness, accuracy and compliance with program allowances. When our team arrived, inaccurate or missing information was causing consistent redo of damage assessments. We set up a process to eliminate the need for "re-inspections" by implementing:

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- A new template for damage assessments including a narrative, line items broken out by rooms, and dimensions,
- A review process for damage assessments including a review of both quantities and pricing, and
- A change order process.

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Hurricane Harvey
Damage Assessment Reviews

Location: Texas, USA

Cost Analysis Processes Implemented:

- New template for damage assessments including a narrative, line items broken out by rooms, and dimensions
- Review process for damage assessments including a review of both quantities and pricing
- Change order process

After suggesting and implementing a Cost Analysis process of damage assessments and change order process, the CTEHGS team was able to:

- Save TGLO the cost of re-inspections due to items missed on initial inspections,
- Save TGLO the cost of failed final inspections due to inaccurate initial inspections, and
- Expedite the housing process for survivors.

Due to the efforts of our team, Hurricane Harvey survivors got what they needed to reestablish some normalcy in their lives. We cut down their wait time and brought TGLO peace of mind that survivors were on track to recovery. We look forward to helping PRDOH implement similar recovery processes.

We tailor our process to each individual client's needs, but our cost analysis fundamentals remain the same. Our team will check each cost estimate provided to PRDOH by their vendors (or a percentage of these estimates, if desired). Based on other information provided about the project, we will review cost estimates for accuracy, completeness, and compliance if needed.

Example Cost Estimate Review Questions

- Are quantities being used on property matching up with the needs of the property?
  - **Example:** does the amount of drywall needed line up with the footprint of the home?
  - **Example:** does the HVAC system line up with the square footage of the home?
- Are the right type of items being used on the property?
  - **Example:** does the amount of water-resistant drywall being used line up with the footprint of the bathroom(s)?
- Is the pricing in line with programmatic/market pricing?
- Is the pricing in line with similar costs being utilized within the program?
  - **Example:** Does the cost the vendor is supplying for demolition line up demolition charges seen by the same or other vendors?
  - **Example:** Does the price of installing a plumbing fixture compare to prices seen for installing other plumbing fixtures?

Once our review is complete and our team is confident that the line items of a cost estimate are accurate, complete, and compliant, the cost estimate will undergo a price analysis. A price analysis is used to get ahead of issues in the overall cost of a project: an overall price may still not be reasonable even if individual cost elements are allowable, in line with programmatic pricing, and correct.

For instance, while working with TGLO, our team quickly saw that the price TGLO was paying for roofing costs made sense for small roofing repairs (less than 100 square feet), but they not for larger roof projects. Therefore, at our team's suggestion, a second roofing line item was added for projects greater than 100 square feet. This line item was determined to be cost reasonable based on our market research, previous experience as builders, and institutional knowledge.

The process of price analysis will follow a model similar to our cost analysis. It will also include a broader review of the price, comparing the price of the project to similar ones. Our team will also check against items like changes in market prices or other facets that could influence the overall price and building cost manuals/indices. Our team will make sure that any arrangements made between PRDOH and the vendor, such as discounts or rebates, are honored in the overall price.

Additionally, as part of our teams' commitment to transparent reporting techniques, access to the review status of each estimate in our queue will be granted to anyone in PRDOH. The queue shows the estimate's current status, duration on a particular status, and many other metrics as needed. We will describe these reporting processes in detail in the Reporting and Deliverables section of this proposal. Finally, once the cost and price analyses are complete, our team will deliver the estimate to PRDOH for review and action.

1.3 Estimating and Analysis: Non-Construction Related Services

CTEHGS has been providing software solutions for federally funded disaster recovery programs since 2016. CTEH, the parent company from which CTEHGS was formed, has been providing innovative solutions to both the private and public sector for over 20 years. Providing innovative solutions allow our team members to serve in many roles, especially process consulting and management roles, on federally funded disaster projects around the country. Members of the CTEHGS team served on contracts that were for or included:

- Program Management
- Grant Management
- Case Management
- Staff Augmentation
- Inspection Services
- Software Development and Implementation

Cost Estimation Procedure for Non-Construction-Related Services

Providing these solutions requires us to employ expert developers, data managers, and analysts who understand the ins and outs of software services. They need to know what it takes and how much it costs to deliver quality, tailored data solutions to our clients. It is understanding and knowledge such as this that the CTEHGS team will bring to PRDOH to assist them in making sure they choose the best vendor for their non-construction related services.

Through this experience, our team understands the components of these services and are familiar with their market price, making us uniquely qualified to support PRDOH in estimating and analysis services for non-construction.

1.3.1 Cost Estimates

We approach cost estimation of non-construction-related services similarly to our construction-related services. We will gather all relevant information and make sure our assumptions on the task are as in line as possible. Next, we will combine experience and market research to break the task into components and determine the price required for each, including rate and time required. This breakdown will comprise the basis of estimate (BOE) section of our cost estimate. Once the BOE is complete and a working draft has been established, we will verify completeness and accuracy via our QA/QC process. Finally, prior to delivery, a member of our leadership staff will perform a high-level check on the cost estimate to verify the overall price is inline and reasonable.

We will prepare a narrative containing any relevant information we were given or collected about the task, including the specifications of the service needed, assumptions made about the scope of work, and job description of the tasks, all contained within an agreed-upon format. These narratives will also include tools used for pricing justification (such as similar task quotes or bids). In addition, our team will be available to answer inquiries about cost estimates as-needed. We will strive to limit future inquiries by providing clear and concise narratives and justifications.

1.3.2 Cost and Price Analysis

For situations in which a cost analysis is needed for non-construction tasks, our approach will again mirror our construction project cost analysis approach. Our team will examine each cost estimate provided to PRDOH by their vendors (or a percentage of these estimates, if desired) and review for accuracy, completeness, and compliance. We will tailor our questions to suit the specific non-construction task.

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Once our review is complete and our team is confident that the line items of a cost estimate are accurate, complete, and compliant, the cost estimate will undergo a price analysis. A price analysis is used to get ahead of issues in the overall cost of a project: an overall price may still not be reasonable even if individual cost elements are allowable, in line with programmatic pricing, and correct.

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Example Questions Asked When Reviewing Non-Construction Cost Estimates

- Are the tasks laid out in the estimate in line with the scope of work for the task as a whole?
  - **Example:** Are there cost for standing up servers when data storage is being provided?
  - **Example:** Are there costs for inspectors when the estimate is for grant management?
- Are all elements needed to complete a task included within the cost estimate?
  - To avoid the need for unexpected change orders or future procurements.
- Is the pricing in line with programmatic/market pricing?
- Is the pricing in line with similar costs being utilized within the program?
  - **Example:** is the pricing for specific tasks several standard deviations above or below the average cost the program is paying for a similar task?

For instance, while analyzing costs for inspection services, all of the individual costs (damage assessments, progress inspections, lead-based paint inspection, etc.) may be in line with market pricing, but the overall price for inspection services per household may be very high due to unnecessary inspections performed (e.g. preforming unwarranted lead-based paint or asbestos inspections or preforming more progress inspections than needed to be helpful). Our experience on performing, overseeing, and quality-checking inspection services on federally funded disaster recovery projects prepares us to catch items that would otherwise go overlooked. Our goal is to help PRDOH increase the cost effectiveness of their inspection services and expedite the inspection process.

The price analysis will work like the cost analysis, but will provide a broader review of the price, comparing to other, similar projects. Our team will also check competitive pricing received by other vendors, pricing currently being used by the program for similar tasks, or pricing utilized previously by PRDOH or the vendor for similar tasks. Finally, our team will make sure that any arrangements made between PRDOH and the vendor, such as discounts or rebates, are honored in the overall price of the project.

Once our team has completed both cost and price analyses of an estimate, our team will deliver the estimate to PRDOH for review and action.

Additionally, as part of our teams' commitment to transparent reporting techniques, access to the review status of each estimate in our queue will be granted to anyone in PRDOH. The queue shows the estimate's current status, duration on a particular status, and many other metrics as needed. We will describe these reporting processes in detail in the Reporting and Deliverables section of this proposal. Finally, once the cost and price analyses are complete, our team will deliver the estimate to PRDOH for review and action.

1.4 Quality Assurance / Quality Control (QA/QC)

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The goal of our QA/QC program is to identify issues in any aspect of the program (case management, production management, closeout, etc.) as early as possible. We use measurable elements and trackable metrics to guide the development of our program-specific quality management systems (QMS). We will implement our QMS, develop metrics, and use best practices to keep products and services accurate to your programmatic needs. Our team has learned that the best way to promote quality and accuracy of all data, documents, and products is to maintain a continuous cycle of monitoring, reviewing, auditing, accountability, and feedback. The results generated from this cycle first help the team manage deficiencies, then target and identify specific issues, and finally empower personnel to take educated actions to refine or resolve processes through integrated change controls.

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The CTEHGS team employs a proven QA/QC process that allows for continuous real-time assessment of the cost estimating, cost analysis, and price analysis processes. Our project management tools and approach provide visibility into every aspect of our services, allowing our team to assess the overall project pipeline, quickly identify project needs, track internal timeliness and quality metrics, streamline the reporting process, and provide an easily accessible and searchable data-staging repository.

For cost estimates generated internally, our team employs a rigorous QA/QC process to help keep our deliverables to PRDOH accurate and complete. This can begin as simply as implementing restrictive tools for certain data. For example:

- Restricting data types and values (e.g. allowing only two decimal places for accounting fields)
- Restricting users to approved pricing only
- Restricting cost estimate submission if certain elements are missing (e.g., a quantity on a line item)

Our management tools also capture metrics through every step of the cost estimate process, like:

- When received
- Who edited which component last
- When pushed up for review

This keeps the process transparent and lets us quickly resolve issues as they arise. From here, our team will set up "quality control checkpoints" throughout the cost estimation lifecycle. These checkpoints range from verifying that what leaves a room returns to it, to checking that type and quantity of building material matches a project's footprint. For cost estimates generated externally, our processes for performing cost and price analysis will ensure that the cost estimate is accurate, complete and compliant prior to delivery to PRDOH.

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Ultimately, quality control is paramount to the success of any program and, therefore, must be scalable to meet the needs of each unique project. The CTEHGS team is recognized across the nation for employing industry-leading data integrity practices while always fitting our process to meet the exact needs of our clients. We will work with PRDOH and their monitoring team to align the QA/QC processes to requirements of the program.

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CTEHGS has deployed CarbonCM, our custom data management platform, on multiple disaster recovery cost estimation projects.

1.5 Reporting and Deliverables

One of the goals behind our development of CarbonCM, our custom data management platform and project management tool, was removing the need to manage large data sets via cumbersome spreadsheets or quickly-outdated hard copies.

CarbonCM promotes transparent, flexible data collection and reporting and allows for the CTEHGS team to match our processes to our client's expectations rather than have our clients match their expectations to our processes. The CTEHGS team will utilize CarbonCM, along with the native, configurable document management system within CarbonCM, to generate, process, and report on any and all deliverables needed from our team, including cost estimates, cost analysis, price analysis, and reconciliations.

The implementation of CarbonCM, along with our QMS, leads to very accurate, near real-time reporting on any combination of metrics. These reports will be accessible at any time via CarbonCM dashboards. If needed, daily, weekly, and monthly reports can also be exported to Word, Excel, or PDF formats. Our team

of experienced data managers will work alongside PRDOH, helping team members manage project timelines and achieve all program milestones.

Examples of some of the deliverables our management tool produces can be found on the following pages.

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Change Order 11942-20005307-01-01 for 20005307-001-
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Emergency Home Repairs VI

[redacted]

This Change Order is Program Approved.
Customer [redacted]
Vendor [redacted]

This Change Order must be Program Approved before construction activities outlined below can take place.

[redacted]

Change Order Total **$4,345.49**

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Item Count: 11

Code	Description	Reason	Change in Qty	Unit of Measure	Unit Price	Total Change
B-3	3. Pest Control	HO waived. Has her own exterminator.	-1452	SF	$0.45	$-653.40
C-4	4. Sink, Kitchen, Re-install	HO waived. Has her own contractor performing the work.	-1	EA	$445.63	$-445.63
E-16	9. Plastic plate covers for electrical boxes	8 receptacles need plate covers.	3	EA	$20.00	$60.00
G-4	11. Window, Aluminum, Replace	Sub for G-7	-12	SF	$32.34	$-388.08
K-2	12. Cabinet, Interior, Detach	HO waived. Has her own contractor performing the work.	-5	LF	$48.00	$-240.00
K-3	13. Cabinet New Installation (two 30 inches modules and 60" base cabinet)	HO waived. Has her own contractor performing the work.	-5	LF	$239.99	$-1,199.95
M-1	14. Minor Roof, Exterior Repair to Weatherproof Residence	Sub for M-3	-1452	SF	$4.25	$-6,171.00
F-3	18. Framing Repair	Needed for roof framing repairs	3	EA	$250.00	$750.00
M-3	19. Roof Repair paint on flexible roof membrane	Currently leaking. 1743 sq ft of M-3 needed to weather seal roof.	1743	SF	$4.85	$8,453.55
G-7	20. Window, Operable, Repair	Repairs needed to make windows operable	12	EA	$215.00	$2,580.00
F-5	21. Exterior Door Repair and Re-Hang	Need to repair 4 doors.	4	EA	$400.00	$1,600.00

20005307-001-LMR

STEP Work Order For [redacted]

[redacted]

This is a Work Order assigned by [redacted] to [redacted] t 5/2/2018 11:33 AM, and accepted by Kallie Linzy at 6/11/2018 5:20 PM.

[redacted]

Work Order Total	$15,669.62
Change Order Total	$-1,144.50
Final Total	$14,525.12

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This Work Order provides a probable scope of work that includes cost considerations resulting from site specific conditions and mitigation requirements.

Item Count: 21

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Group	Description	Quantity	Unit	Total	Assignment Notes
A - Debris	1. Contractor Initial Inspection	1	EA	$1,455.12	Criteria: Perform all work needed for a full assessment of the property as per the guidelines of the STEP program. Specification: Inclusive of Initial Inspection roll-on, documentation, work order generation
B - Site-specific mitigation	2. Clean and Sanitize	1452	SF	$2,294.16	Mold mildew on ceiling of home Criteria: Clean, sanitize, and apply mold control to exterior and interior of residence. Specification: Includes: Clean, sanitize and apply mold control to interior of residence with the use of disinfectants and fungicide
B - Site-specific mitigation	3. Pest Control	1452 → 0	SF	$0.00	Applicant has rat trap all over home Criteria: Application of appropriate pest control spray or other substance to make the house Specification: Apply pest control treatment for houses experiencing flood related pest issues (insects and rodents).
C - Plumbing (Comply with IPC 2009)	4. Sink, Kitchen, Re-install	1 → 0	EA	$0.00	Applicant would like her sink put back in kitchen please Criteria: Reinstall kitchen sink if located onsite and operable at the time of the site visit. Specification: Includes: Labor cost to disconnect a single or double bowl sink and faucet from supply lines and p-trap, detach, move to an adjacent room for storage, and reinstall at a later time.
E - Electrical (Comply with NFPA 72)	5. Electrical System, Inspect and Test	1	EA	$750.00	Receptacles in between refrigerator and stove is not working Criteria: Intermittent electrical outage observed by inspector or homeowner. Ex: Flickering lights or appliances are observed during site Specification: Includes: Minimum charge to perform electrical repairs. Contractor shall verify the grounding system. The electrical system shall have continuity and comply with NFPA 72. All conduits shall be in PVC
E - Electrical (Comply with NFPA 72)	6. Electrical Receptacles and Switches, Replace	1	EA	$60.00	Receptacles in kitchen need be inspected and tested Criteria: Replacement of electrical outlet per room as needed. Specification: Includes: Labor cost to remove outlet and face cover and to discard to right of way of street. Supply new tamper-resistant outlet, plastic cover, and installation labor. Tamper-resistant Duplex Outlet - 120V-15 Amp

20005307-001-LMR

[redacted]

STEP Work Order For [redacted]

Emergency Home Repairs VI

Group	Description	Quantity	Unit	Total	Assignment Notes
E - Electrical (Comply with NFPA 72)	7. Carbon Monoxide (CO) Alarm, Battery-Operated, Replace	1	EA	$105.00	Criteria: Replace any carbon monoxide alarms, Battery-Operated, where found to be inoperable. Specification: Includes: Labor to remove carbon monoxide alarm and to discard to right of way of street. Supply and install new Carbon Monoxide (CO) alarm, Battery- Operated . 10-year lithium battery.
E - Electrical (Comply with NFPA 72)	8. Smoke Alarm, Battery- Operated, Replace	5	EA	$375.00	Criteria: Replace any smoke alarm where found to be inoperable. Specification: Includes: Labor cost to remove a smoke alarm and remove to right of way of street. Battery-operated smoke alarm and installation labor. 10-year lithium battery.
E - Electrical (Comply with NFPA 72)	9. Plastic plate covers for electrical boxes	5 → 8	EA	$160.00	2 in living room 1 in foyer 2 in hallway Criteria: Provide and install plastic plate covers for all receptacles and switches in the house. Specification: All electrical receptacles and electrical switches in the home must have plastic covers. Where there is no cover present or cover is badly broken so that it does not shield from potential electrical shock, provide it.
E - Electrical (Comply with NFPA 72)	10. Ceiling fan with light kit, replace	1	EA	$450.00	Ceiling fan in target bedroom is not working Criteria: Install with blades minimum 7.5 feet above the floor and minimum clearance from blades to any obstruction of 6". Minimum clearance of light to be 6.75 above the floor. If clearances cannot be met, request clarification. Controls may be wall-mounted, remote, or pull chain. Specification: Includes: one complete ceiling fan with light kit fully installed. Hard-wired AC fan, multi-speed (minimum 3), minimum low RPM 50, maximum high RPM 225, Diameter of blades (tip to tip) 42" (can be less down to 35" if homeowner request or space limitations so dictate), Energystar compliant. Light kit to be integral or specifically manufactured for use with the ceiling fan make and model. Light to be comparable to two 40-watt bulbs.
F - Framing	18. Framing Repair	0	EA	$0.00	Needed for roof framing repairs Criteria: Minor repair for any framing items essential to making temporary repairs to allow for sheltering Specification: "Includes: Exterior/Interior/Floor/Stair/Door/window system rough-carpentry balloon framing/boarding for miscellaneous"
F - Framing	21. Exterior Door Repair and Re-Hang	0 → 1	EA	$400.00	Need to repair 4 doors. Criteria: Re-hang existing door rather than provide new door if requested by owner Specification: All work necessary to repair existing door frame and re-hang existing door including rough carpentry finish carpentry, hinges, and hardware.
G - Doors & Windows	11. Window, Aluminum, Replace	12 → 0	SF	$0.00	Living room (4) crank Dining room (1) crank Bedroom-1(3) crank Bedroom-2(2) crank Bedroom-4(2) crank Criteria: Replace one window per room to egress from if no windows in room can be repaired(2-6'X5') Specification: "Includes: Labor cost to remove a medium size window and remove to right of way of street. Supply and install vertical aluminum window, screen, and installation labor. Quality: 13-19 SF medium grade aluminum window type ""Miami""."

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STEP Work Order For [redacted]

Group	Description	Quantity	Unit	Total	Assignment Notes
G - Doors & Windows	20. Window, Operable, Repair	0 → 3	EA	$645.00	Repairs needed to make windows operable Criteria: This will be done for one window per room. Specification: Includes: The repair of the window so that it operable to the same extent that the manufacturer intended. Operrable defined as the window is able to open to the extent intended and then closed to form a seal.
K - Cabinets	12. Cabinet, Interior, Detach	5 → 0	LF	$0.00	5.7 LF. of cabinet to detach from kitchen Criteria: Remove base cabinetry if water line observed on or around units. Specification: Includes: Labor cost to detach lower cabinetry units and remove to right of way of street.
K - Cabinets	13. Cabinet New Installation (two 30 inches modules and 60" base cabinet)	5 → 0	LF	$0.00	Criteria: Install new wall and base cabine Specification: Includes: Supply and install new wall and base cabinets is to only be provided as necessary for one lavatory and one kitchen sink, as well as appliance storage space.
M - Roofing	14. Minor Roof, Exterior Repair to Weatherproof Residence	1452 → 0	SF	$0.00	Roof is leaking in different part of house Criteria: Any minor roof damage observed during inspection. Specification: Includes: Material and labor costs to install for the repair of multiple small leaks
M - Roofing	15. Roll on Electrical Contractor	1	Each	$193.64	Electricity needs to be inspected Specification: Electrical Contractor to mobilize to the site
M - Roofing	16. Roll on Plumbing Contractor	1 → 0	Each	$0.00	Specification: Electrical Plumbing to mobilize to the site
M - Roofing	17. Contractor Final Inspection	1	EA	$595.00	Criteria: Perform all work needed for a full assessment of the property as per the guidelines of the STEP program at conclusion. Specification: Inclusive of Final Inspection and documentation.
M - Roofing	19. Roof Repair paint on flexible roof membrane	0 → 1452	SF	$7,042.20	Currently leaking. 1743 sq ft of M-3 needed to weather seal roof. Criteria: Any minor roof damage observed during inspection. Specification: Includes: Material and labor costs to apply a 100% solid, siliconized, 20 mils., fluid- applied waterproofing membrane.
Total				**$14,525.12**	

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END OF WORK ORDER DOCUMENT

GOVERNMENT OF PUERTO RICO
Department of Housing

ATTACHMENT 1
SCOPE OF SERVICES
Request for Proposals
Cost Estimating Services
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing
CDBG-DR-RFP-2019-02

1. Introduction and Overview

The Puerto Rico Department of Housing (hereinafter PRDOH) is issuing this Request for Proposals (RFP) to procure cost estimating services for the CDBG-DR grant, under the Action Plan and subsequent action plans. It seeks to select an Independent Cost Estimator Firm(s) that will aid PRDOH to generate, compare, and scrutinize costs, to ensure the reasonability and fairness of the cost of the procured services for the development and implementation of CDBG-DR programs. Proposers must understand the CDBG-DR's program initiatives, goals, and regulations, including Federal Register Notices 83 FR 5844 and 83 FR 40314. Proposers must be familiar with the Department of Housing and Urban Development (hereinafter HUD) latest acronyms, glossary, laws, policies, guidelines and design standards applicable to this RFP's Scope of Work. The proposer remains fully responsible for determining if the information mentioned before has been revised or updated.

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The PRDOH reserves the right, without limitations, to: (i) cancel this solicitation and reissue the RFP or another version of it, if it deems that doing so is in the best interest of the Public Interest; (ii) amend the contract(s) of the Selected Proposer to, among others, extend its original duration, as further explained in the RFP, or to extend the scale of its scope to include work under subsequent CDBG-DR action plans as related to the services requested herein, or to reduce the scale of its scope to decrease work as a consequence of underperformance or inexcusable delates related to the services requested herein; and (iii) to contract with one or more qualified proposers for Independent Cost Estimators Firms as result of the selection of qualified Proposers or the cancellation of this RFP.

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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 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 developed recovery programs that meet the immediate housing needs of the most vulnerable populations on the island, expand economic opportunities, and assist in the recovery of the island's infrastructure. The independent cost estimator firms will assist the PRDOH in completing the independent cost estimating services for all CDBG-DR funded items including: goods, construction, and non-construction services, including any required materials or associated costs and services for the CDBG-DR programs as required by HUD. The PRDOH reserves the right to complete the independent cost estimating services for some of these programs internally or have PRDOH partners, contractors and/or subrecipients complete them on behalf of PRDOH. A detailed description of the CDBG-DR programs is included in the Action Plan approved by HUD on July 29, 2018. The Action Plan may be amended by PRDOH and submitted to HUD for approval. Thus, the current version of the Action Plan, approved by HUD, is herein incorporated as reference, and can be found at http://www.cdbg-dr.pr.gov/en/action-plan/. Cost estimating services will be required for both construction and non-construction services.

3. Staff, Services and Tasks

This section details the cost estimating Key Staff that the Selected Proposer must retain in order to support PRDOH in the procurement of goods and services for the CDBG-DR Programs. The Selected Proposer will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this contract by the Key Staff.

3.1. Staff Requirements

The Proposer shall have or will secure, at its own expense, all personnel required in performing the services under the Cost Estimating 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 added to the resulting contract without the written consent of the PRDOH.

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3.1.1. Staff Experience and Qualifications

The Proposer shall 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 desired requirements listed below and have the necessary experience and knowledge to successfully implement and perform the tasks and services.

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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 cost estimate 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.

Key Staff	Requirements	Roles & Responsibilities
Project Manager	+ Must have a Bachelor's degree in Business, Management, Engineering or related areas. Masters is Preferred. + Must have at least ten (10) years of experience in project management	+ Oversees the operational planning, establishment, execution, and evaluates the activities. + Serves as the Point of Contact (POC) and liaison with PRDOH on operational matters. + Provides day to day technical guidance and leadership as appropriate to the area of expertise.

Key Staff	Requirements	Roles & Responsibilities
Mechanical Senior Cost Estimator	+ Must have a Bachelor's degree in Mechanical Engineering or equivalent + Must have at least ten (10) years of experience in the construction of mechanical systems. + Must have vast knowledge and understanding of mechanical systems + Must have vast knowledge and experience in the cost estimating of mechanical systems + Must have experience preparing detailed estimate updates, including preparing variance summaries	+ Supervises and assists in the preparation of cost estimates for mechanical systems and components + Compares estimates for mechanical systems + Verifies detailed quantity surveys of mechanical systems + Evaluates cost models and data bases for mechanical systems and components pricing + Supervises budget development and compliance + Performs and supervises progressive cost estimating + Supervises change order analysis as related to mechanical systems
Plumbing Senior Cost Estimator	+ Must have a Bachelor's degree in Mechanical Engineering or equivalent + Must have at least ten (10) years of experience in the construction of plumbing systems. + Must have vast knowledge and understanding of plumbing systems + Must have vast knowledge and experience in the cost estimating of plumbing systems + Must have experience preparing detailed estimate updates, including preparing variance summaries	+ Supervises and assists in the preparation of cost estimates for plumbing systems and components + Compares estimates for plumbing systems + Verifies detailed quantity surveys of plumbing systems + Evaluates cost models and data bases for plumbing systems and components pricing + Supervises budget development and compliance + Performs and supervises progressive cost estimating + Supervises change order analysis as related to plumbing systems
Electrical Senior Cost Estimator	+ Must have a Bachelor's degree in Electrical Engineering or equivalent + Must have at least ten (10) years of experience in the construction of electrical systems. + Must have vast knowledge and understanding of electrical systems + Must have vast knowledge and experience in the cost estimating of electrical systems + Must have experience preparing detailed estimate updates, including preparing variance summaries	+ Supervises and assists in the preparation of cost estimates for electrical systems and components + Compares estimates for electrical systems + Verifies detailed quantity surveys of electrical systems + Evaluates cost models and data bases for electrical systems and components pricing + Supervises budget development and compliance + Performs and supervises progressive cost estimating + Supervises change order analysis as related to electrical systems

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Key Staff	Requirements	Roles & Responsibilities
Civil Senior Cost Estimator	+ Must have a Bachelor's degree in Civil Engineering or Construction Management + Must have at least ten (10) years of experience in the construction industry + Must have knowledge and understanding of unit costs and the factors that affect construction cost. + Must have a thorough business knowledge of the construction industry as it relates to new constructions and rehabilitation of houses and infrastructure, among other construction projects. + Must have experience preparing detailed estimate updates, including preparing variance summaries	+ Supervises and assists in the preparation of cost estimates for construction + Compares estimates for construction + Verifies detailed quantity surveys + Evaluates cost models and data bases for construction activities and components + Supervises budget development and compliance + Performs and supervises progressive cost estimating + Supervises change order analysis as related to construction
Junior Cost Estimator	+ Must have a Bachelor's degree in Engineering + Must have at least two (2) years of experience + Must have knowledge and experience in cost estimating	+ Prepares cost estimates + Performs detailed quantity surveys + Prepares budgets + Performs progressive cost estimating + Performs change order analysis
Senior Subject-Matter Expert	+ Must have a Bachelor's degree in their technical field of expertise. Master's preferred. + Must have at least ten (10) years of experience in their technical field of expertise + Subject-Matter Experts throughout the provision of services will vary according to the services for which the PRDOH is requiring a cost analysis. The Proposer shall submit to the PRDOH the subject-matter experts to be used for specific tasks as cost estimates for technical fields are required. Subject-Matter Experts may include technical fields such as design, law, software development, environmental, finance, economic development, housing, infrastructure, etc.	+ Supervises and assists in the preparation of cost estimates for the technical field of expertise + Compares estimates for the technical field of expertise + Evaluates cost models and data bases for pricing for the technical field of expertise + Supervises budget development and compliance for the technical field of expertise + Performs and supervises progressive cost estimating for the technical field of expertise + Supervises change order analysis as related to the technical field of expertise
Junior Subject-Matter Expert	+ Must have a Bachelor's degree in their technical field of expertise. + Must have at least five (5) years of experience in their technical field of expertise + Subject-Matter Experts throughout the provision of services will vary according to the services for which the PRDOH is requiring a cost analysis. The Proposer shall submit to the PRDOH the subject-matter experts to be used for specific tasks as cost estimates for technical fields are required. Subject-Matter Experts may include technical fields such as design, law, software development, environmental, finance, economic development, housing, infrastructure, etc.	+ Prepares cost estimates for the technical field of expertise + Performs detailed quantity surveys for the technical field of expertise + Prepares budgets for the technical field of expertise + Performs progressive cost estimating for the technical field of expertise + Performs change order analysis for the technical field of expertise

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The PRDOH reserves the right to request the removal of any staff not performing to standard. The Supplier agrees to defend, hold harmless, and indemnify the PRDOH and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the PRDOH, occurring on account of, arising from or in connection with the removal and replacement of any Suppliers personnel performing Professional Training and Capacity Development Services hereunder at the behest of the PRDOH. Removal and replacement of any suppliers' personnel as used herein shall not require the termination and or demotion of such Suppliers personnel. No personnel may be assigned to the resulting contract without the written consent of the PRDOH.

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

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4. Tasks

PRDOH as the Grantee of the CDBG-DR funds allocated to Puerto Rico must comply with the Uniform Administrative Requirements outlined in 2 CFR 200 including 2 CFR Part 200.323, among others, which require for every procurement action using HUD grant funds to perform cost estimates and cost or price analysis.

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In accordance with the above mentioned regulations, Federal and Local regulations, and the Procurement Manual and Contractual Requirements, Proposers shall be able to provide cost estimating services for a variety of CDBG-DR funded items including goods, construction, and non-construction services, including any required materials or associated costs on an as-needed basis. The Selected Proposer may be called upon to provide services that could include, but not be limited to, independent cost estimating, bid evaluation, special cost reports, cost-benefit analysis, claims analysis, price and/or cost analysis. Proposers agrees to provide all necessary expertise and services to professionally and diligently prosecute the work authorized and to be issued by the PRDOH.

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

4.1. Task 01: 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 Procurement Department and other Departments in PRDOH, partner agencies, contractors hired by PRDOH, local governments, and non-profit agencies, 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 cost estimates, cost analysis, and price analysis.
- Attend periodic meetings as required to discuss tasks assigned and their status.
- Becoming thoroughly familiar with CDBG-DR programs.
- Producing reports to serve as a summary of work with each invoice.
- Becoming familiar with local labor rates, labor conditions/availability, materials availability, fee requirements of law, and local industry standards and methodologies.

4.2. Task 02: Cost Estimates

The Proposer will provide services for all the procurement processes, as require by 2 CFR 200.323 and the PRDOH CDBG-DR Procurement Manual and Contracting Requirements.

The cost estimating support should include but is not be limited to: verifying quantities, preparing project/service estimates, material/supplies cost forecasting, providing input on risks associated with the procured service or comments that are evident during the course of the estimating work.

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

- Reviewing previous estimates made by PRDOH for CDBG-DR procurement processes.
- Preparing and delivering separate cost estimates for each procurement process, as solicitated by PRDOH, and being available to answer cost associated questions.
- Providing, with each estimate, a Basis of Estimate (BOE) report, which will include the following minimum components as applicable to the estimate:
  - Narrative including assumptions and clarifications
  - Unit prices
  - Labor rates
  - Equipment rates or prices
  - Material prices
  - Supplies prices
  - Subcontractor rates
  - Scope of assumptions and clarifications
  - Any market pricing received.
- The Proposer shall produce narratives and charts to explain estimate variance reports, as solicitated.
- All reports to be provided in the English language.

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4.3. Task 03: Cost Analysis

Cost analysis is the evaluation of the separate elements (e.g., labor, materials, equipment, etc.) that make up a contractor's total cost proposal or price (for both new contracts and modifications) to determine if they are allowable, directly related to the requirement, and ultimately reasonable.

The cost analysis activities to be performed by the Proposer may include the below:

- Verifying the accuracy of the proposed cost and pricing information.
- Advising PRDOH in the suitability of cost analysis or price analysis, contingent to the facts of the procurement.
- Evaluating the reasonableness of the cost of the proposed costs items.
- Evaluating the projections of the offeror's cost trends.
- Comparing costs proposed by the offeror with:
  - Historical costs of the same or similar work performed by the same or other contractors;
  - Previous cost estimates from the offeror or other offerors for the same or similar items;
  - Independent cost estimates.
- Verifying that the offeror's cost submissions comply with the appropriate set of cost principles.

4.4. Task 04: Price Analysis

Price analysis is the evaluation of a proposed price (i.e., lump sum) without analyzing any of the separate cost elements of which it is composed of.

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

- Advising PRDOH on the suitability of cost analysis or price analysis, contingent to the facts of the procurement.
- Comparing competitive prices received in response to the solicitation to one another.
- Comparing proposed prices with prices under existing contracts and with prices proposed in the past for the same or similar items/services. Be sure to factor in any market changes (e.g., commodity price changes) or other influences (e.g., inflation).
- Comparing competitive price lists, published catalogs, or market prices of commodities and products, similar indices, and discount or rebate arrangements.
- Comparing proposed prices with the Proposer's independent (i.e., in-house) cost estimates.

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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, interim findings, schematics, meetings, presentations, and reports. Reports shall include detailed narrative including assumptions and clarifications; unit prices; labor rates; equipment rates or prices; material prices; supplies prices; subcontractor rates (if applicable); scope of assumptions and clarifications; market pricing received; reference materials used; 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.

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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. Cost Estimates

An estimate of probable cost. The unit prices will be a composite of labor, material and equipment, and other items included in the proposal. The estimate will reflect prevailing rates in the location of the project and market conditions. These estimates shall also consider indirect costs such as taxes, utilities, insurance, and any other overhead and profit that may be part of the services being estimated.

5.2. Price and Cost Analysis

A report setting forth the price analysis of contractors' asking total costs for products or services when competition is adequate for any procurement process to determine if costs are fair and reasonable; or a report setting forth the cost analysis of each element of contractors' total asking costs when a price analysis is not sufficient to establish cost reasonableness. Cost analysis shall also be performed by the selected Proposer for change orders or written amendments to contracts in-place by the PRDOH.

5.3. Reconciliation

Reconciliation of the Proposer's estimate at the conclusion of each estimate with any other source for costs available for the services being estimated.

5.4. Recommendations

Recommendations to the PRDOH as to the suggested course of action based on the results of any of the previous deliverables set forth herein; and other items related to cost estimates as agreed upon by the selected Proposer and PRDOH.

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.

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GOVERNMENT OF PUERTO RICO
Department of Housing

ATTACHMENT D

August 12, 2020

Luz M. Acevedo-Pellot, PE
President, Bid Board

William G. Ríos-Maldonado, Esq.
Director
CDBG-DR Procurement Office

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Re: Contract Distribution
Request for Proposal No. CDBG-DR-RFP-2019-02
Cost Estimating Services
Community Development Block Grant for Disaster Recovery

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The Puerto Rico Department of Housing (PRDOH) issued the Request for Proposal No. CDBG-DR-RFP-2019-02 for Cost Estimating Services (the RFP) under the Community Development Block Grant for Disaster Recovery (CDBG-DR). This RFP seeks to select a qualified firm to provide Cost Estimating Services as related to programs under the CDBG-DR grant(s) for a period of three (3) years with optional extensions of up to two (2) additional years. The selected Proposer may provide, among other cost estimating services, the evaluation of cost proposals received by the PRDOH, cost and price analysis in order to establish the cost reasonableness of a proposed price or cost and the evaluation of change orders request.

On August 12, 2020, the Bid Board of the Puerto Rico Department of Housing (the "Board"), conducted the meeting for the discussion of the RFP. As a result from this meeting, instructions were given to submit details regarding the contract distribution pursuant to the revised Cost Proposals received in response to the best and final offer (BAFOs) process. The RFP allows PRDOH to contract for multiple cost estimators firms as result of the selection of qualified Proposers. Thus, an award can be made to the two qualified entities CTEH Government Services, LLC (CTEH) and Toscano Clements Taylor, LLC (Toscano), in order to distribute the services among the two qualified firms to reinforce the pool of contracted entities for the services. The award would result in the following contract distribution:

Table 1: CTEH Government Services, LLC

#	Position	Quantity of Resources	Max. Hours for 3 yrs	Rate per Hour BAFO dated Dec. 23, 2019	Max Contract Cost
1	Project Manager	1	810	$190	$153,900
2	Mechanical Senior Cost Estimator	1	720	$175	$126,000
3	Plumbing Senior Cost Estimator	1	720	$175	$126,000
4	Electrical Senior Cost Estimator	1	720	$175	$126,000
5	Civil Senior Cost Estimator	1	720	$175	$126,000

#	Position	Quantity of Resources	Max. Hours for 3 yrs	Rate per Hour BAFO dated Dec. 23, 2019	Max Contract Cost
6	Junior Cost Estimator	3	1440	$125	$540,000
7	Senior Subject Matter Expert Cost Estimator	1	1440	$190	$273,600
8	Junior Subject Matter Expert Cost Estimator	1	1440	$140	$201,600
9	**Total Cost of Services for 3 Years (36 Months)**				**$1,673,100**

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Table 2: Toscano Clements Taylor, LLC

#	Position	Quantity of Resources	Max. Hours for 3 yrs	Rate per Hour BAFO dated Dec. 20, 2019	Max Contract Cost
1	Project Manager	1	810	$210	$170,100
2	Mechanical Senior Cost Estimator	1	720	`$185	$133,200
3	Plumbing Senior Cost Estimator	1	720	$185	$133,200
4	Electrical Senior Cost Estimator	1	720	$185	$133,200
5	Civil Senior Cost Estimator	1	720	$185	$133,200
6	Junior Cost Estimator	3	1440	$125	$540,000
7	Senior Subject Matter Expert Cost Estimator	1	1440	$180	$259,200
8	Junior Subject Matter Expert Cost Estimator	1	1440	$130	$187,200
9	**Total Cost of Services for 3 Years (36 Months)**				**$1,689,300**

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These proposers demonstrated through their proposals that they understand and comprehend the requirements by the PRDOH for the Cost Estimating services requested. Therefore, we hereby submit for consideration of the Bid Board a recommendation to award a three year contract term to CTEH Government Services, LLC with a total cost of $1,673,100 and to Toscano Clements Taylor, LLC, for the amount of $1,689,300.

PERFORMANCE REQUIREMENTS

Performance requirements included herein will apply to the contractor and any subcontractor, according to the contract.

Tasks Assignments

The contractor shall provide Cost Estimating Services in accordance to the Scope of Services to support the PRDOH CDBG-DR Programmatic Areas and Procurement Division. The contractor will be directly responsible for ensuring the accuracy, timelines, and completion of all tasks assigned. According to the Scope of Services, the contractor shall provide Cost Estimating services that could include, but not limited to, cost benefit analysis, claims analysis, developing cost estimates, performing price and/or cost analysis. The contract will be based on specific tasks requested by the PRDOH. The contractor's personnel must be able to accommodate consultation on as-needed basis.

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The due date for the completion of each task will depend on its nature. On a regular basis, the due date for completion and delivery of the tasks included in the Scope of Services will be of **seven calendar days** after the task requested, and **three calendar days** after a revision of the draft requested. Prioritized matters may require the delivery of the tasks in a shorter time of **one calendar day** after the task requested. In the event that the cost proposed by respondents or proposers during procurement processes for the solicited goods or services is 10% more or 10% less of the contractor's estimate, the contractor will review and evaluate the reasons and provide PRDOH with a report with its findings explaining such difference, not later than **seven** days from the proposals submission date, at no cost to the PRDOH.

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PRDOH's Programmatic Areas and Procurement Division will required tasks to be performed in the following manner:

- Prior to receipt of bids, proposals or change order, the contract will develop, as requested, independent cost estimates according to the Procurement Manual for the CDBG-DR Program. The independent cost estimate must establish the total estimated cost related to the execution of the scope of work and may consider separate cost elements, as applicable, dependent on whether a cost or price analysis will be performed. This shall include providing advice of when cost analysis would be more useful, to help the PRDOH to determine when to use which method.
- Prior to the award of a contract, the contractor may be requested to prepare or review cost analysis or a price analysis to determine if the cost or price is reasonable pursuant to the Procurement Manual for the CDBG-DR Program and the applicable Standard Operating Procedures (SOPs).
- All independent cost estimates must include the following minimum components as applicable to the estimate:
    - Assumptions related to the scope and clarifications
    - Unit prices

  - Hourly rate, or any other appropriate labor rates according to the CDBG-DR applicable principles and regulations
  - Equipment rates or prices
  - Material prices
  - Supplies prices
  - Overhead, general and administrative costs
  - Subcontractor rates
  - Any market pricing received
  - Documentation associated with the elements used in the evaluation of cost or price shall be provided.
- All deliverables shall be submitted to the PRDOH 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.

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Staff Requirements and Tasks Performance

The contractor shall ensure, at its own expense, all personnel required in performing the services under the contract. The contractor must provide competent and fully qualified staff that are authorized or permitted under federal, state and local law to perform the scope of services under this contract. The PRDOH reserves the right to request the removal of any staff not performing to standard. No personnel may be added to the resulting contract without the written consent of the PRDOH.

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Meetings

PRDOH's Programmatic Areas and Procurement Division will schedule periodic meetings with the contractor to discuss cases status, compliance with contract terms and timely completion of tasks required by Program, among others. Program may require the presence (or attendance) of any contractor or subcontractor official whenever deemed necessary, as well as the production of any relevant document or piece of information.

Liquidated Damages

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 the contract, the PRDOH may impose sanctions against the contractor. The contractor shall pay to PRDOH as liquidated damages, $100 for each calendar day that a deliverable required is late until deemed in compliance subject to a maximum of $1,500. 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 herein requested, is hereby fixed and agreed as the liquidated damages that PRDOH will suffer by reason of such delay. Liquidated damages received are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the PRDOH's right to indemnification, or the contractor's obligation to indemnify the PRDOH, or to any other remedy provided for as a provision of the contract or law. Liquidated damages may be assessed at the sole discretion of PRDOH. For the purpose of applying and calculating such liquidated

damages, a grace period of ten days shall be observed. The PRDOH may deduct and retain out of the monies which may become due to the contractor, the amount of any such liquidated damages; and in case the amount which may become due is less than the amount of liquidated damages due to the PRDOH, the contractor shall be liable to pay the difference.

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GOVERNMENT OF PUERTO RICO
Department of Housing

FORM DV-OSPA-78-5

OSPA
Request for Proposals
Cost Estimating Services
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing
Secretary for Legal Affairs
Insurance Section

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SPECIAL INSURANCE AND BONDING SPECIFICATIONS
FOR PROFESSIONAL SERVICES

LICITATION NUMBER - CDBG-DR-RFP-2019-02

A. The successful bidder before commencing work or receiving a written notice to proceed with, or being allowed to start to work, must submit to the ***Department of Housing,*** 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:

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

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

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

COVERAGE	LIMIT
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
• Each Occurrence	$1,000,000.00
• Fire Damage	$100,000.00 (Any one Fire)
• Medical Expense	$10,000.00 (Any one person)
II. Employer's Liability Stop Gap:	
• Bodily Injury by Accident Each Employee Each Accident	 $1,000,000.00 $1,000,000.00

COVERAGE	LIMIT
• Bodily Injury by Disease Each Employee Each Accident	 $1,000,000.00 $1,000,000.00

3. ( ) Crime Insurance

COVERAGE REQUIRED
III. Employee Dishonesty:
• Limit - $250,000 Per Occurrence • Deductible $2,500 Per Occurrence
IV. Forgery & Alteration Form:
• Limit - $250,000 Per Occurrence • Deductible $2,500 Per Occurrence
V. Theft, Disappearance & Destruction (Inside/Outside):
• Limit $100,000 Per Occurrence • Deductible $1,000 Per Occurrence
VI. Computer Fraud:
• Limit $100,000 Per Occurrence • Deductible $1,000 Per Occurrence

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

LIMIT
• Auto Liability - $1,000,000.00 • Physical Damages - $1,000,000.00 • Medical Payments - $10,000.00
The Commercial Auto cover must be applied to the following symbols:
• Liability Coverage -1
• Physical Damages – 2 and 8
• Hired – Borrowed Auto - 8
• Non-Owned Auto Liability - 9

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

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

6. (X) **Umbrella**

   Limit - $10,000,000.00

7. ( ) **Cyber Liability**

   Limit - $3,000,000.00

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

   (X) a. Breach of warranty
   (X) b. Waiver and / or Release of Subrogation
   (X) c. Additional Insured Clause
   (X) d. Hold Harmless Agreement
   (X) e. 90 Days Cancellation Clause

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

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

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

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

2. To be enjoying a good economic situation and to be classified under the Category of B+ by the "Best Rating Guide".

3. Submit to the ***Department of Housing*** a written certification as evidence of full payment of premiums by the Contractor. Mention each risk coverage premium separately.

4. Avoid sub-contractual obligations of premium financing or any other kind, which may be detrimental to the public interest.

5. Avoid any request for cancellation by the contractor prior to the expiration date of the policy, without the consent of the Insurance Section of the ***Department of Housing***: 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.

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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.

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10. Clarify any questions regarding insurance requirements by any means of communication with the Insurance Section of the Department of Housing under the Secretary for Legal Affairs.

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

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

Therefore, we emphasize that prior to commencing work or receiving written notice to proceed with such work or being authorized to commence work, the successful prime contractor has the responsibility to provide the ***Department of Housing*** with evidence to the effect that all insurance and/or bonds required under the special conditions or required under the sub-contract to each of the sub-contractors or sub-sub-contractors are current and duly approved by the Insurance Section of the ***Department of Housing.***

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

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

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

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

E. CERTIFICATE OF INSURANCE SECTION

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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:

Cost Estimating Services

June 20, 2019
Date

Arlyn Rodríguez Fuentes
Insurance Section
Secretary for Legal Affairs

HUD GENERAL PROVISIONS

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

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

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

General Provisions:

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1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

2. STATUTORY AND REGULATORY COMPLIANCE

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

3. BREACH OF CONTRACT TERMS

The Puerto Rico Department of Housing (**PRDOH**) reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of

this Contract, in instances where the CONTRACTOR or any of its subcontractors violate or breach any Contract term. If the CONTRACTOR or any of its subcontractors violate or breach any Contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the Contract documents, and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. REPORTING REQUIREMENTS

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

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5. ACCESS TO RECORDS

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

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6. MAINTENANCE/RETENTION OF RECORDS

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

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

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

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

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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.

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9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

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

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

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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.

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13. DEBARMENT, SUSPENSION, AND INELIGIBILITY

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

14. CONFLICTS OF INTEREST

The CONTRACTOR shall notify the PRDOH as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 or 84.42, 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.

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

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

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16. ASSIGNABILITY

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

17. INDEMNIFICATION

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

18. COPELAND "ANTI-KICKBACK" ACT

(Applicable to all construction or repair contracts)

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

work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

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

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

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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.

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

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

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

If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his or her obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the PRDOH shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the

effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONTRACTOR under this Agreement shall, at the option of the PRDOH, become the PRDOH's property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the Government of Puerto Rico and PRDOH for damages sustained by the Government of Puerto Rico and/or PRDOH by virtue of any breach of the Agreement by the CONTRACTOR, and the Government of Puerto Rico and/or PRDOH may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the Government of Puerto Rico and/or PRDOH from the CONTRACTOR is determined.

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

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

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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

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(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.

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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 CFR chapter 60).

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During the performance of this Agreement, 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.

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2) The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

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

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

5) The CONTRACTOR will comply with all provisions of 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.

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

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8) CONTRACTOR shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non- compliance, provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

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

The CONTRACTOR certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control

where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this certification is a violation of the equal opportunity clause of this Agreement.

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

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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).

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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. Part 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 Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Agreement, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.

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4) Agreement by the CONTRACTOR that he or she will include, or cause to be included, the criteria and requirements in paragraph (1)through (4) of this section in every nonexempt subcontract and requiring that the CONTRACTOR will take such action as the government may direct as a means of enforcing such provisions.

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

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

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

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

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

1) A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the time specified.

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2) A performance bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the CONTRACTOR's obligations under such contract.

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

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

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

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

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.

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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.

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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 Agreement for default, and debarment or suspension from future HUD assisted contracts.

7) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian

organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

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

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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.

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31. ENERGY POLICY AND CONSERVATION ACT

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

32. HATCH ACT

CONTRACTOR agrees to comply with mandatory standards and policies relating to Hatch Act, Public Law 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 or her health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

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34. PERSONNEL

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

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35. WITHHOLDING OF WAGES

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

36. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

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

37. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS

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

38. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS

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

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

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39. INTEREST OF CERTAIN FEDERAL OFFICERS

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

40. INTEREST OF CONTRACTOR

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

41. POLITICAL ACTIVITY

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

42. RELIGIOUS ACTIVITY

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

43. FLOOD DISASTER PROTECTION ACT OF 1973

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

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44. LEAD BASED PAINT

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

45. VALUE ENGINEERING
(Applicable to construction contracts exceeding $2,000 when required by Federal program legislation.)

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

GOVERNMENT OF PUERTO RICO
Department of Housing

ATTACHMENT H

CERTIFICATION

CTEH GOVERNMENT SERVICES, LLC

I. Contractor (or Subrecipient) Certification Requirement:

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1. Neither the contractor (or subrecipient) nor any of its owners[1], partners, directors, officials or employees, has agreed to share or give a percentage of the contractor's (or subrecipient's) compensation under the contract[2] to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract.

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2. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.

3. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).

4. Neither the contractor (or subrecipient), nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law.

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[1] For purposes of this Certification, a contractor's "owner" shall mean any person or entity with more than a ten percent (10%) ownership interest in the contractor.
[2] As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

5. Any incorrect, incomplete or false statement made by the contractor's (or subrecipient's) representative as part of this certification shall cause the nullity of the proposed contract and the contractor (or subrecipient) must reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

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The above certifications shall be signed under penalty of perjury by the Chief Executive Officer (or equivalent highest rank officer) in the following form:

"I hereby certify under penalty of perjury that the foregoing is complete, true and correct."

By: Joshua LeMaire

Signature: Joshua W. LeMaire
Joshua W. LeMaire (Jan 19, 2021 12:28 EST)

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Date: 01/19/2021

CTEH Gov Services, LLC - Agreement

Final Audit Report 2021-01-19

Created:	2021-01-19
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAn9UXStqFS3G-0SkG5fVo6h4X1VjpgOuu

"CTEH Gov Services, LLC - Agreement" History

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