



GOVERNMENT OF PUERTO RICO
Department of Housing

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

**AGREEMENT FOR
TITLE CLEARANCE PROGRAM SERVICES
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
DEVAL, LLC**



THIS AGREEMENT FOR Title Clearance Program Services, (hereinafter referred to as the "Agreement") is entered into in San Juan, Puerto Rico, this 10 of October, 2019, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, PRDOH), a public agency created under Law No. 97 of June 10, 1972, as amended, 3 LPRA § 441 et seq., known as the Department of Housing Governing Act with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by Hon. Fernando A. Gil-Enseñat, lawyer, of legal age, married and resident of Guaynabo, Puerto Rico, in his capacity as Secretary; and **Deval, LLC** (hereinafter, the "CONTRACTOR"), with principal offices in 1231 Greenway Dr. Suite 200, Irving TX 75038, herein represented by Deborah Garcia-Gratacos, in her capacity as President, of legal age, married and resident of Virginia, United States duly authorized by Resolution by the CONTRACTOR.

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

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

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

WHEREAS, pursuant to a letter dated February 23, 2018 sent by the former Governor of Puerto Rico, Ricardo Rosselló Neváres, to the Honorable Benjamin Carson, Secretary of HUD, the PRDOH is the governmental agency designated by the former Governor of Puerto Rico 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 efforts. 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. On September 20, 2018, the Governor of Puerto Rico and the Secretary of HUD signed the Grant Agreement.

WHEREAS, tens of thousands of homes suffered hurricane damage and are still in need of repair. Residents may have applied for FEMA or other recovery assistance and faced challenges due to lack of clear title. The goal of the Title Clearance Program is to provide clear title to homeowners throughout the hurricane impacted area, therefore resulting in long-term sustainability and security for residents. The PRDOH is interested in contracting a **Title Clearance Program Services** firm to assist PRDOH with the oversight and management of CDBG-DR funds allocated to Puerto Rico as a result of Hurricane María. 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.

WHEREAS, on November 16, 2018 the PRDOH issued a Request for Proposals CDBG-DR-RFP 2018-07 "**Title Clearance Program Services**" with CDBG-DR funds. This request was placed through the Registro Único de Subastas del Gobierno (RUS, for its Spanish Acronym) and CDBG-DR website. Afterwards, PRDOH requested Proposals from qualified Proposers therein registered (**Attachment A**).

WHEREAS, on January 9, 2019, the CONTRACTOR submitted a proposal (hereinafter referred to as the "Proposal"), which fully complied with the requirements set forth by the PRDOH.

WHEREAS, the CONTRACTOR will provide services to homeowners in order to clear titles in properties throughout the hurricane impacted area, therefore resulting in long-term sustainability and security for residents.

WHEREAS, the Evaluation Committee recommended **Deval, LLC** to perform the required services at a reasonable proposed cost (**Attachments A and C**) 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 **Deval, 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 (**Attachment B, C, and D**).

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 contract. Under this Agreement, CONTRACTOR shall submit monthly invoices to the PRDOH as the services are rendered. Any and all changes and/or modifications to this Agreement shall be in writing and must be signed by both parties.

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

Attachment A Bid Board, Title Clearance Program Services, CDBG-DR-RFP2018-07, Resolution of Award. Dated August 15, 2019



Attachment B	Title Clearance Program Services, Under CDBG-DR, a Proposal for the Puerto Rico Department of Housing. Dated January 9, 2019
Attachment C	Scope of Services
Attachment D	Compensation Schedule
Attachment E	Insurance Requirements (DV-OSPA-78-5)
Attachment F	HUD General Provisions
Attachment G	Performance Requirements

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

II. TERM OF AGREEMENT

- A. This Agreement shall be in effect and enforceable between the parties from the date of its execution. The Term of this Agreement will be for a performance period of **thirty-six (36) months**, ending in October 9, 2022.
- B. **Contract Extensions:** PRDOH may, at its sole discretion, extend the Agreement's term for additional terms of **one (1) year** up to **two (2) years**. Any type of agreement extension must be executed in writing and signed by both parties.
- C. The term of this Agreement shall not exceed a period of **five (5) years**, including options for renewal or extension.

III. SCOPE OF SERVICES

The CONTRACTOR shall 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 **NINE MILLION FOUR HUNDRED AND NINETY SEVEN THOUSAND ONE HUNDRED AND TWENTY FOUR DOLLARS (\$9,497,124.00)**; Account Number R01H08TCP-DOH-LM 4190-10-000.

Such payment shall be compensation for all allowable services required, performed and accepted under this Agreement included in **Attachment C**.

- C. 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.
- D. 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 DOCUMENT 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.
- E. 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.
- F. 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.
- G. In order for the CONTRACTOR to receive payment for any work performed hereunder, the following certification must be included in each application for payment or invoice submitted to the PRDOH for payment:

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

V. REIMBURSABLE EXPENSES

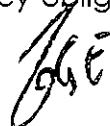
The PRDOH will not reimburse any costs incurred by the CONTRACTOR not included in the approved Proposal or in an executed written amendment.

VI. ADDITIONAL SERVICES

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

VII. OWNERSHIP AND USE OF DOCUMENTS

- A. With the exception of the CONTRACTOR'S working papers, the CONTRACTOR acknowledges the PRDOH's ownership of all information, drafts, documents, reports, papers and other materials developed and prepared by the CONTRACTOR, its agents or representatives, for purposes of performing key obligations hereunder. In



the event of any termination, the CONTRACTOR shall deliver such information, drafts, reports, papers and other materials to the PRDOH, in document form or as computer program data, and the CONTRACTOR recognizes the PRDOH's right to request such documentation or computer program data. If the CONTRACTOR fails to deliver said information, the PRDOH may seek a judicial order to enforce its rights.

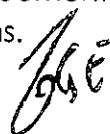
- B. Proof of expenditures incurred by the CONTRACTOR on behalf of PRDOH shall be made available to PRDOH. The CONTRACTOR agrees to maintain accurate records and files of all contract documents, correspondence, book estimates, bills, and other information related to the CONTRACTOR account. These documents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

VIII. DOCUMENTATION AND RECORDKEEPING

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

IX. ACCESS TO RECORDS

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




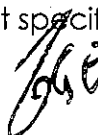
- B. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

X. NON-DISCLOSURE AND CONFIDENTIALITY

- A. **Confidential Information; Definition:** The term Confidential Information as used throughout this Section, means any information concerning 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; and be fit for ordinary use, of good quality, and with no material defects.
- (c) If CONTRACTOR submits Deliverables that do not meet specifications, fails to complete Deliverables timely, or fails to perform its obligation under this Contract, 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.

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.



- D. Unilateral Termination:** The PRDOH may terminate this Agreement, in whole or in part, at PRDOH's sole discretion, with or without cause, at any time. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a **thirty (30) day** notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination.
- E. Suspension:** The PRDOH may suspend this Agreement in whole or in part at any time for the PRDOH's convenience. The PRDOH shall give the CONTRACTOR **five (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. The parties agree to execute a Transition Services Agreement for the Transition Period and CONTRACTOR will be paid at a reasonable, agreed upon hourly rate for any work performed for the PRDOH during the Transition Period.

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

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 G** and this Section. Refer to Procurement Manual and Contract Requirements, Art. XII, Section 2(a.), and all required provisions set forth at 2 C.F.R. § 200.326 and 24 C.F.R. § 570.489(g).



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

B. Liquidated damages

The Contractor shall pay to PRDOH, as liquidated damages, \$50 for each calendar day that any task deliverable required is late until deemed in compliance subject to a maximum of \$1,000 established in this Contract between PRDOH and the Contractor, in accordance with **Attachments C and G**. 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.

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

The CONTRACTOR shall keep in force and effect for the period beginning from the execution of the Agreement and ending at the completion of all services to be provided hereunder, insurance policies in compliance with the PRDOH's requirements as set forth



required in OSPA-78-5, attached hereto and made an integral part hereof as **Attachment E**.

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 E** 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.

Renewal Certificates of Insurance or such similar evidence is to be received by the Procurement Department prior to expiration of insurance coverage. At PRDOH's option, non-compliance will result in one or more of the following actions: (1) The PRDOH will purchase insurance on behalf of the CONTRACTOR and will charge back all cost to the

CONTRACTOR; (2) all payments due the CONTRACTOR will be held until the CONTRACTOR has complied with the Agreement; and/or (3) The CONTRACTOR will be assessed Five Thousand Dollars (\$5,000.00) for every day of non-compliance.

The receipt of any certificate does not constitute agreement by PRDOH that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of the Agreement. The insurance policies shall provide for **ninety (90) days** written notice to be given to PRDOH in the event coverage is substantially changed, cancelled or non-renewed.

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

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

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

The CONTRACTOR shall comply with the ethics requirements set forth herein and warrant that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of the work under a PRDOH contract and CONTRACTOR'S organizational, financial, contractual or other interest are such that:

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

The CONTRACTOR agrees that if after award he or she discovers an organizational

conflict of interest with respect to this Agreement, it shall make an immediate (within the next **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.

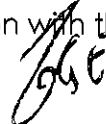
The provisions of this clause shall be included in all subcontracts and/or consulting agreements wherein the work to be performed is similar to the services provided by the CONTRACTOR. The CONTRACTOR shall include in such subcontracts and consulting agreements any necessary provision to eliminate or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

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.



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	Hon. Fernando Gil-Enseñat 606 Barbosa Ave. Juan C. Cordero Dávila Bldg. San Juan, PR 00918
To: CONTRACTOR	Deborah Garcia-Gratacos President Deval LLC. 8230 Leesburg Pike Suite 600, Tyson Corner VA 22182

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:** CONTRACTOR shall ensure all subcontracts follow 2 C.F.R. 200 as well as any applicable HUD rules and regulations. All subcontracts shall contain the applicable provisions described in Appendix II to Part 200 on "Agreement Provisions for non-Federal Entity Agreements Under Federal Awards", as well as applicable provisions set forth in 2 C.F.R. § 200.101. The PRDOH shall review subcontracts as part of the compliance, monitoring, and oversight process performed by PRDOH or upon request.
- B. Specific Requirements:** All subcontracts shall contain provisions specifying:
- i. That the work performed by the subcontractor be in accordance with the applicable terms of this Agreement between the PRDOH and CONTRACTOR;
 - ii. That nothing contained in such subcontract agreement shall impair the rights of the PRDOH;
 - iii. That nothing contained herein, or under this Agreement will create any contractual relation between the subcontractor and the PRDOH;
 - iv. That the subcontractor specifically agrees to be bound by the confidentiality provision regarding Personal Identifiable Information set forth in this Agreement;
 - v. That CONTRACTOR will be responsible for ensuring all subcontract work is performed consistent with federal and state regulations and/or policies to be eligible for reimbursement of the approved work; and
 - vi. All Federal flow down provisions are included in the subcontract agreement per Federal guidelines.
- C. Monitoring:** CONTRACTOR shall diligently monitor all subcontracted services. If CONTRACTOR discovers any areas of noncompliance, CONTRACTOR shall provide the PRDOH summarized written reports supported with documented evidence of corrective action.

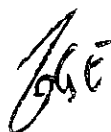


D. Content: CONTRACTOR shall cause all the applicable provisions of this Agreement to be included in, and made a part of, any subcontract executed in the performance of this Agreement.

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 F** (HUD General Provisions) and the following provisions:

- A. Compliance with Executive Order 24:** Pursuant to Executive Order 24 of June 18, 1991, the CONTRACTOR certifies and guarantees that at the signing of this Agreement it has filed all the necessary and required income tax returns to the Government of Puerto Rico for the last **five (5) years**. The CONTRACTOR further certifies that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Government of Puerto Rico. The CONTRACTOR shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONTRACTOR will be given a specific amount of time by the PRDOH to produce said documents. During the term of this Agreement, the CONTRACTOR agrees to pay and/or to remain current with any repayment plan agreed to by the CONTRACTOR with the Government of Puerto Rico.
- B. Compliance with Executive Order 52:** Pursuant to Executive Order 52 of August 28, 1992, amending EO-1991-24, the CONTRACTOR certifies and warrants that it has made all payments required for unemployment benefits, workmen's compensation and social security for chauffeurs, whichever is applicable, or that in lieu thereof, has subscribed a payment plan in connection with any such unpaid items and is in full compliance with the terms thereof. The CONTRACTOR accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each and every CONTRACTOR and subcontractor whose service the CONTRACTOR has secured in connection with the services to be rendered under this Agreement and shall forward evidence to PRDOH as to its compliance with this requirement.
- C. Social Security and Income Tax Retentions:** The CONTRACTOR will be responsible for rendering and paying the Federal Social Security and Income Tax Contributions for any amount owed as a result of the income from this Agreement.
- D. Government of Puerto Rico Municipal Tax Collection Center (CRIM, for its Spanish acronym):** The CONTRACTOR certifies and guarantees that at the signing of this Agreement it has no current debt with regards to property taxes that may be registered with the Government of Puerto Rico's Municipal Tax Collection Center. The CONTRACTOR further certifies to be current with the payment of any and all property taxes that are or were due to the Government of Puerto Rico. The CONTRACTOR shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONTRACTOR will deliver upon request any documentation requested under this clause as per request of PRDOH. During the Term of this Agreement, the CONTRACTOR agrees to pay and/or to remain current with any repayment plan agreed to by the CONTRACTOR with the Government of Puerto Rico with regards to its property taxes.



- E. Income Tax Withholding:** The PRDOH shall retain the corresponding amount from all payments made to the CONTRACTOR, as required by the Puerto Rico Internal Revenue Code. The PRDOH will advance such withholdings to the Government of Puerto Rico's Treasury Department (known in Spanish as *Departamento de Hacienda del Gobierno de Puerto Rico*). The PRDOH will adjust such withholdings provided the CONTRACTOR produces satisfactory evidence of partial or total exemption from withholding.
- F. Compliance with Article 1 of Act No. 48-2013, as amended, 3 L.P.R.A. § 8611, note:** It is established that all contracts, except those granted to non-profit entities, for professional services, consultancy, advertising, training or guidance, granted by an agency, dependency or instrumentality of the Government of Puerto Rico, public corporation, as well as the Legislative Branch, the Office of the Comptroller, the Office of Ombudsman and the Judicial Branch, a special contribution will be imposed equivalent to one point five (1.5%) percent of the total amount of said contract, which will be destined to the General Fund.
- G. 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".
- H. 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.
- I. Compliance with Act No. 168-2000, as amended, 3 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."
- J. 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.
- K. 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 requests or accepts 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) request or accept 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 requested 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.

L. Ethics. CONTRACTOR also acknowledges receipt of the Ethics Code for Producers, Suppliers, and Applicants of Economic Incentives from the Government of Puerto Rico Agencies known in Spanish as "*Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos de las Agencias Ejecutivas del Estado Libre Asociado de Puerto Rico*".

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

A. It has not been convicted, nor has pleaded guilty at a state or federal bar, in any jurisdiction of the United States of America, of crimes consisting of fraud, embezzlement or misappropriation of public funds, as stated in Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits the award of Offers or government contracts to those convicted of fraud, misappropriation of public fund.

B. It understands and accepts that any guilty plea or conviction for any of the crimes specified in Article 3 of said Act, will also result in the immediate cancellation of any contracts in force at the time of conviction, between the undersigned and whichever Government Agencies, Instrumentalities, Public Corporations, Municipalities and the Legislative or Judicial Branches.

C. It declares under oath the above mentioned in conformity with what is established as in Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits awarding Offers for government contracts, to those convicted of fraud, embezzlement or misappropriation of public funds.

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

N. 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.

O. 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.

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*.

XXIV. 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.

XXV. COMPLIANCE WITH FEDERAL LAW, REGULATIONS & EXECUTIVE ORDERS

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

XXVI. SECTION 3 CLAUSE

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

B. The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implements Section 3. As evidenced by their execution of this Agreement,



the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

- C. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR'S commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- E. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled (1) after the CONTRACTOR is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR'S obligations under 24 C.F.R. Part 135.
- F. 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.
- G. 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.

XXVII. 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.

XXVIII. EQUAL OPPORTUNITY

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. When applicable, the CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented by the rules, regulations, and relevant orders of the United States Secretary of Labor.
- E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.



- F. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (F) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

XXIX. 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.

XXX. WATER POLLUTION CONTROL ACT

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



XXXI. 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.

XXXII. 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.

XXXIII. NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

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

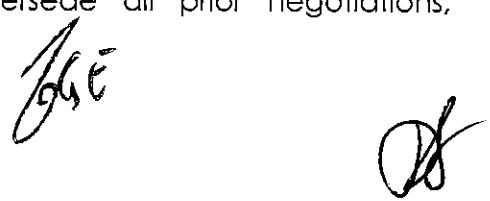
The CONTRACTOR acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this Agreement.

XXXV. 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.

XXXVI. ENTIRE AGREEMENT

This Agreement and all its attachments represent the entire and integrated agreement between PRDOH and the CONTRACTOR and supersede all prior negotiations,

The block contains two handwritten signatures. The signature on the left is written in dark ink and appears to be 'JHE'. The signature on the right is also in dark ink and is more stylized, possibly 'JH' or similar. Both signatures are placed below the 'ENTIRE AGREEMENT' section.

representations, agreements and/or understandings of any kind. This Agreement may be amended only by written document signed by both PRDOH and the CONTRACTOR.

XXXVII. 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.

XXXVIII. 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.

XXXIX. 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.

XL. NON-WAIVER

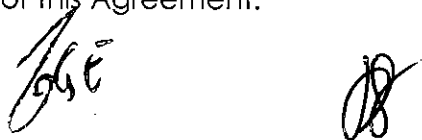
The failure or delay of either party to insist upon the performance of and/or the compliance with any of the terms and conditions of this Agreement shall not be construed as a waiver of such terms and conditions or the right to enforce compliance with such terms and conditions.

XLI. 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.

XLII. CONSOLIDATIONS, MERGERS, OR DISSOLUTIONS

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

The block contains two handwritten signatures in black ink. The signature on the left is more stylized and appears to be 'JGE'. The signature on the right is a cursive 'D' followed by a flourish.

XLIII. 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.

XLIV. 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.

XLV. 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.

XLVI. OVERPAYMENT

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.

XLVII. SEVERABILITY

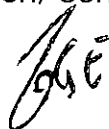
If any provision of this Agreement shall operate or would prospectively operate to invalidate the Agreement in whole or in part, then such provision only shall be deemed severed and the remainder of the Agreement shall remain operative and in full effect.

XLVIII. 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.

XLIX. 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.

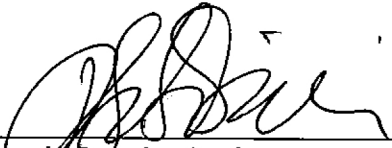
IN WITNESS THEREOF, the parties hereto execute this Agreement in the place and on the date first above written.

DEPARTMENT OF HOUSING

Deval, LLC



Fernando A. Gil-Enseñat, Esq.
Secretary



Deborah Garcia-Gratacos
President
DUNS No. 136096927





GOVERNMENT OF PUERTO RICO
Department of Housing

Puerto Rico Department of Housing
Title Clearance Program Services
CDBG-DR-RFP-2018-07

Bid Board Resolution

Date: August 15, 2019

Time: 5:23pm

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 Office regarding the process for the Title Clearance Program Services under Request for Proposal No. CDBG-DR-RFP-2018-07 (the RFP-2018-07), including the Evaluation Committee Report dated June 10, 2019, has decided to award the RFP-2018-07 to **Deval, LLC** and **F.S. Surveying, PSC**, two responsive and responsible Proposers whose Proposals are the most advantageous to the Puerto Rico Department of Housing (PRDOH), in terms of price, qualifications and work approach set forth in the RFP-2018-07. This award would result in the execution of an agreement with a total cost of **\$9,497,124.00 and a 3-year term for Deval LLC** and to **F.S. Surveying, PSC for the amount of \$8,913,705.00 and a 3-year term for Title Clearance Program Services** under the Community Development Block Grant for Disaster Recovery (CDBG-DR) program.

The Puerto Rico Department of Housing (PRDOH) issued the RFP-2018-07 for Title Clearance Program Services under CDBG-DR. According to the RFP, services shall include general administration and coordination, land surveying services, including appraisals and title search investigations to support PRDOH in the administration of the Title Clearance program.

The Notice for the RFP-2018-07 was published on November 16, 2018 through the Registro Unico de Subastas del Gobierno (RUS) and CDBG-DR website. On January 9, 2019 the PRDOH Procurement Office received seven proposals from the following entities:

1. Deval LLC
2. Pontifical Catholic University of Puerto Rico
3. Innovative Emergency Management Inc.
4. Global Consultas Asociados LLC
5. F.S. Surveying, PSC
6. BLN Caribe, LLC

606 Barbosa Avenue, Building Juan C. Cordero Dávila, Río Piedras, PR 00918 | P.O. Box 21365 San Juan, PR 00928-1365

Tel: (787)274-2527 | www.vivienda.pr.gov



7. Instituto de Educación Práctica del Colegio de Abogados de Puerto Rico, Inc.

The proposals were evaluated by an Evaluation Committee appointed by virtue of Administrative Order No. 19-12 dated March 14, 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 Plan (5 points) award.

Initial evaluation considered the Mandatory Requirements 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 75 points in the evaluation of their Qualifications and Work Approach. Three Proposers, Deval LLC, Innovative Emergency Management Inc. and F.S. Surveying, PSC 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:

Proposer	Mandatory Requirements	Technical Points	Proposal Cost	Price Per Point
Deval LLC	Pass	78.99	\$24,207,597.70	\$315,325.862
Pontifical Catholic University of Puerto Rico	Fail	N/A	N/A	N/A
Innovative Emergency Management Inc.	Pass	92.66	\$48,053,975.00	\$518,605.885
Global Consultas Asociados LLC	Fail	N/A	N/A	N/A
F.S. Surveying, PSC	Pass	78.83	\$32,487,597.50	\$412,192.26
BLN Caribe, LLC	Fail	N/A	N/A	N/A
Instituto de Educación Práctica del Colegio de Abogados de Puerto Rico, Inc.	Fail	N/A	N/A	N/A

According to the Evaluation Committee Report discussion of results, the Pontifical Catholic University of Puerto Rico failed to comply with the mandatory requirement of providing at least ten projects (current or within the last ten years), in which the proposer had provided services similar in scope. In addition, the proposal submitted by the Pontifical Catholic University of Puerto Rico did not included a Bid Bond payable to the PRDOH in the amount of five percent of the total Proposal Cost as set forth in Section 6.1.5. of the RFP.

gse

(Signature)

In regards to Global Consultas Asociados LLC, (Global Consultas) the Evaluation Committee concluded that the Proposer failed to provide the mandatory Proposal Guarantee (Bid Bond) as per Section 6.1.5.

Related to BLN Caribe, LLC, the Proposer submitted Exhibit B enumerating 12 projects that were considered comparable to the services. As indicated by the Evaluation Committee, six of the 12 projects were performed by the Proposer's First-Tier Subcontractors. Therefore, the Evaluation Committee concluded the Proposer failed with the comparable projects requirement. As stated in the Evaluation Committee report, the Proposer also failed to comply with the mandatory financial requirements of the RFP. According to the financial consultant(IGS, LLC) report, the Proposer did not include its most recent (issued no more than two years before the RFP submittal) audited financial statements. The Proposer, a newly created company, submitted reviewed financial statements from a Parent Company.

Regarding Instituto de Educación Práctica del Colegio de Abogados de Puerto Rico, Inc., the Evaluation Committee concluded that the Proposer failed to provide the mandatory Proposal Guarantee (Bid Bond) as per Section 6.1.5.

On November 13, 2018 the PRDOH prepared an Independent Cost Estimate (hereinafter "ICE") for Title Clearance Services in the amount of \$30,506,415.00, including allowances for "Narrativas", Land Survey and Title Clearance additional services. The ICE was amended on June 4, 2019 obtaining an ICE in the amount of \$20,465,683 for 1 company and again it was amended on July 12, 2019 obtaining an ICE in the amount of \$19,788,000.00 without additional services.

Table 2 shows a comparison of the overall Cost Proposal submitted by Qualified Proposers with Revised ICE dated June 4, 2019. This table does not consider any amount for additional services.

Table 2:

Proposer	Revised ICE (June 4, 2019)	Cost Proposal *	% Dif. w/ ICE
Deval LLC		\$24,907,597.70	+21.70%
Innovative Emergency Management Inc.	\$20,465,683.00	\$48,003,975.00	+134.8%
F.S. Surveying, PSC		\$32,487,597.50	+60.6%

On June 14, 2019, the Procurement Office notified the Secretary, Fernando A. Gil Enseñat, Esq. about the recommendation to negotiate with "Qualified" Proposers. On that same date, Mr. Gil Enseñat authorized the Procurement Office to conduct and coordinate the negotiations and subject to the approval and award of the Bid Board.



On June 18, 2019, the Procurement Office sent a letter to Deval LLC, Innovative Emergency Management Inc. and F.S. Surveying, PSC, to request the Proposers to revise their Cost Proposals. These revised Cost Proposals would be considered the Proposers' best and final offer (BAFO), however, the PRDOH reserved the right to conduct another round of negotiations. On June 25, 2019, the Procurement Office received the revised Cost Proposals, including rates per hour for manager and five title clearance specialists; unit prices and sub total costs for land survey tasks, Appraisals, Title Searches, Property Title Certification, Petitions to Registry (Instancias), Deeds of Clarification, Declaration of Heirship and Sworn Statements. The Proposers also included additional costs for the Special Appraisals, Title Searches Updates, and Expediente de Domino per range of applications from 1 to 1000, 1001 to 3000 and up to 3,0001. Rates per hour for the additional land survey and title clearance services were also included.

Table 3 shows a comparison of the overall revised Cost Proposal submitted by the Proposers with the revised ICE dated June 4, 2019.

Table 3:

Proposer	Revised ICE (June 4, 2019)	Cost Proposal	% Dif. w/ ICE
Deval LLC		\$33,536,422.90	+62.99%
Innovative Emergency Management Inc.	\$20,465,683.00	\$44,365,043.44	+116.78%
F.S. Surveying, PSC		\$22,917,422.00	+13.40%

On July 12, 2019 the Procurement Office sent a second request for a best and final offer. The Procurement Office noticed some mathematical inconsistencies in the Cost Forms submitted by Proposers with their second BAFOs. Proposers responded to the inconsistencies on July 26, 2019.

A summary of the total cost for per unit tasks received with the second BAFO is shown in Table 4 and includes a comparison with the revised ICE dated July 12, 2019. These amounts include per unit pricing for management, surveying, appraisal, title search and legal tasks, and a single manager for the Management and Administration Task.

Table 4:

Proposer	Revised ICE (July 12, 2019)	Cost Proposal	% Dif. w/ ICE
Deval LLC		\$25,617,024.00	+29.5%
Innovative Emergency Management Inc.	\$19,788,000.00	\$34,408,896.00	+73.9%
F.S. Surveying, PSC		\$23,010,276.00	+16.3%

Based on proposed prices received in response to the solicitation and after consideration of factors that affect surveying costs and legal task distributed the

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followers task applying the same terms and conditions for all qualify proposers from the responses to the RFP.

The Procurement Office considers reasonable the following quantities of tasks for the final evaluation:

- 3,000 for (i) Land Survey, Plot Plan, and Property Description Task, (ii) Title Search Task, and (iii) Sworn Statement Task;
- 1,500 for (i) Filing of Registration Plans with OGPe/Municipality Task, (ii) Appraisals Task, (iii) Property Title Certification Task, and (iv) Notarial Deeds Task;
- 375 for (i) Petitions to Registry Task, (ii) Notarial Acts Task, and (iii) Declaration of Heirship Task;
- 300 for Proof of Ownership Evidence to Justify Task; and
- 150 for (i) Boundary Determination Survey Task, (ii) Segregation Plan, Properties Plot Plan and Description Task, and Parcel Grouping Survey, Plot Plan, and Property Description Task.

The result of the final evaluation is shown in Table 5.

Table 5:

Task	ICE	Deval		IEM		F.S.	
		Cost	%dif.	Cost	%dif.	Cost	%dif.
General Management and Administration	\$360,000.00	\$381,024.00	5.8%	\$504,000.00	40.0%	\$717,300.00	99.3%
Per Unit tasks	\$6,071,250.00	\$7,886,250.00	29.9%	\$10,595,280.00	74.5%	\$6,966,550.00	14.7%
Allowance for tariffs and internal Revenue stamps	\$849,750.00	\$849,750.00	n/a	\$849,750.00	n/a	\$849,000.00	n/a
Allowance for additional services	\$380,000.00	\$380,100.00	n/a	\$380,100.00	n/a	\$380,100.00	n/a
Total	\$7,661,100.00	\$9,497,124.00	24.0%	\$12,329,130.00	60.9%	\$8,913,705.00	16.4%

The Procurement Office concluded that the revised Cost Proposals submitted by Deval, LLC and F.S. Surveying, PSC are ones of reasonable cost for the Program. Also, given that Innovative Emergency Management, Inc.'s revised Cost Proposal is 60.9% higher than the ICE; the Procurement Office concluded that this revised Cost Proposal is not of reasonable cost.

Given the above, the Evaluation Committee's recommendation, the BAFOs received, and pursuant to the terms within the RFP document, the Procurement Office recommended that awards be issued to Deval LLC for the amount of **\$9,497,124.00 and a 3-year term** for Title Clearance Program Services under the CDBG-DR program and F.S. Surveying, PSC. for the amount of **\$8,913,705.00 and a**

3-year term for Title Clearance Program Services under the CDBG-DR program. These proposers are responsive and responsible after consideration of the RFP requirements and their proposals.

The Bid Board Resolution shall be notified to all persons or legal entities who submitted Proposals in response to the RFP-2018-07. 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 to all the parties in the procedure 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:

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

Mr. Joel Ayala Martínez, Esq.

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 26 of August, 2019.

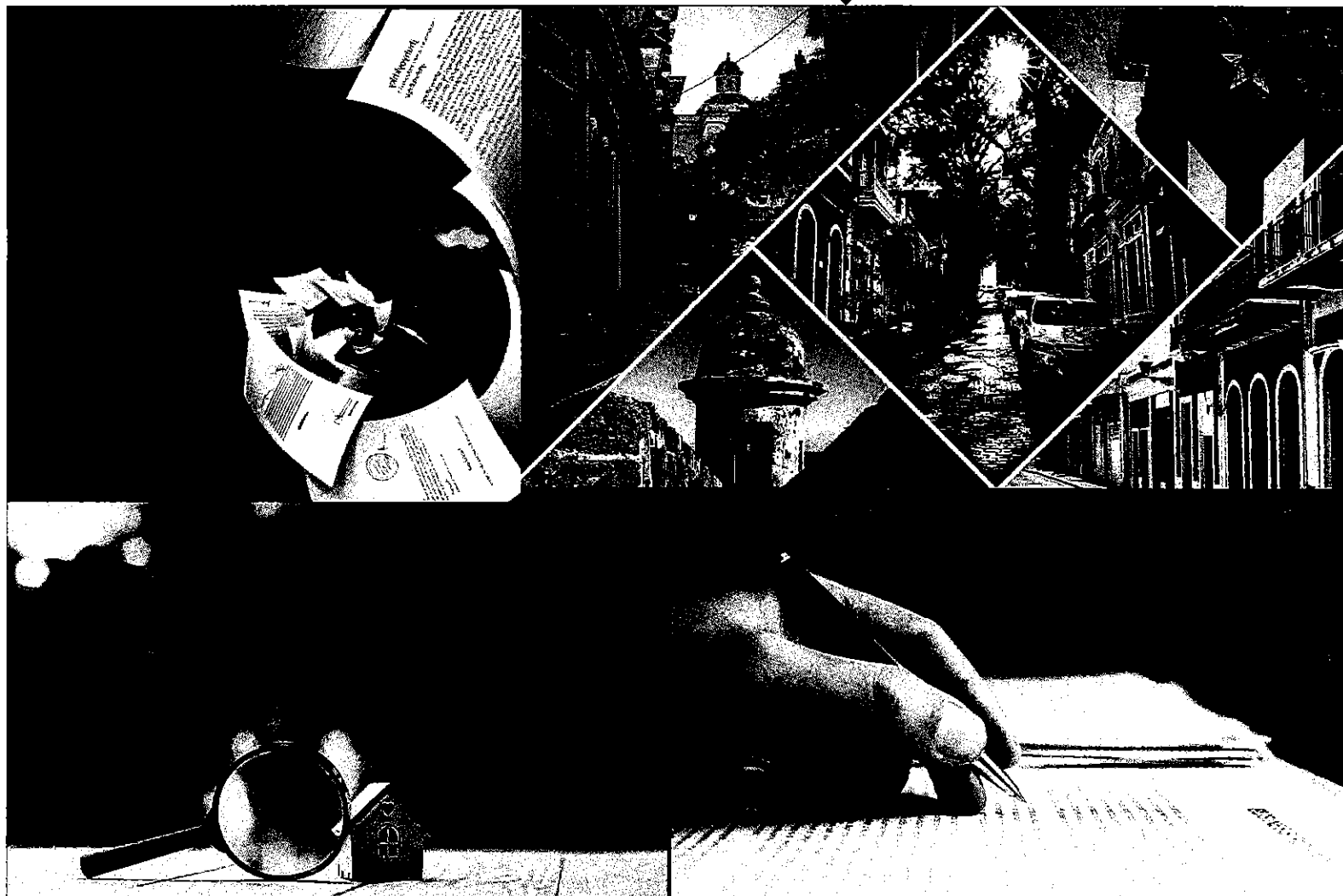

Adalgisa Polanco Reyes
Secretary, Bid Board





Government of Puerto Rico Department of H
Title Clearance Program Services
Under CDBG-DR for Puerto Rico

Attachment B



QUALIFICATIONS REQUIREMENTS

Solicitation No. CDBG-DR-RFP-2018-07

January 9, 2019

Submitted By:

DEVAL LLC.

8230 Leesburg Pike; Suite 600
Tysons Corner, VA 22182

Contact:

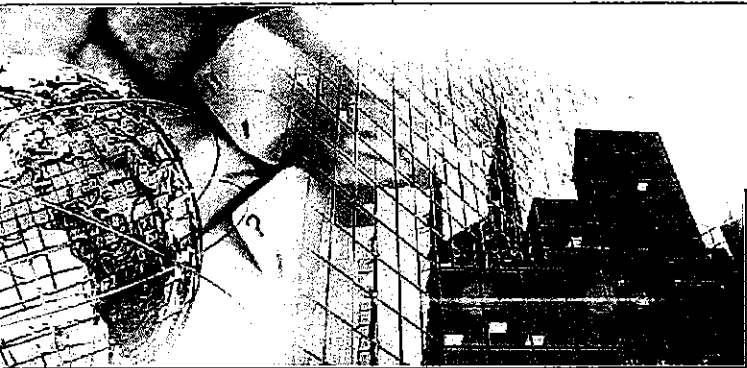
Deborah Garcia-Gratacos, President
dgarcia@deval.us

Phone: 703-962-1890 | Fax: 703-462-958

DUNS: 136096927 | NAICS: 541611

This proposal or quotation includes data that shall not be disclosed outside the Government and shall not be duplicated used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all sheets of this proposal.

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Deval

 **DEVAL**
Real Estate . Financial . Management

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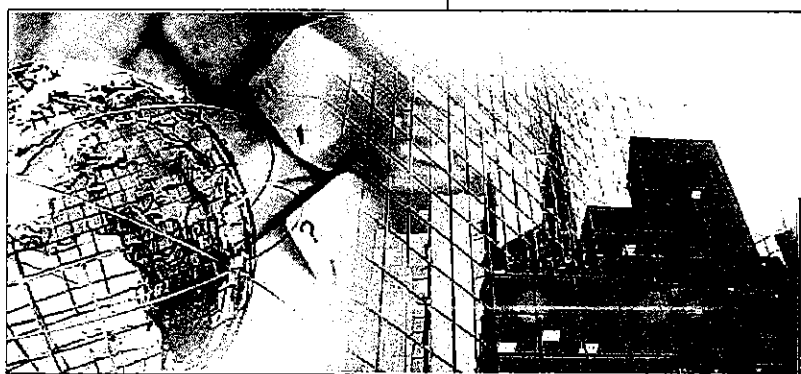


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COMPANY COVER PAGE



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COMPANY COVER PAGE

January 07, 2018

Puerto Rico Department of Housing
Attn: Mr. Rafael Vázquez-Muñoz
Procurement Area
606 Barbosa Ave.
Juan C. Cordero Bldg., 9th Floor
San Juan, PR 00918

Re: DEVAL LLC's Response to Puerto Rico Department of Housing's Request for Proposal for Title Clearance Program Services under the Community Development Block Grant – Disaster Recovery, CDBG-DR-RFP-2018-07

Dear Mr. Vázquez-Muñoz,

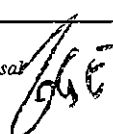
DEVAL LLC ("DEVAL") is pleased to provide its response to the Puerto Rico Department of Housing ("PRDOH") Request for Proposal ("RFP") for Title Clearance Program Services to support the Community Development Block Grant - Disaster Recovery ("CDBG-DR") funds granted by the U.S. Department of Housing and Urban Development ("HUD") to the Government of Puerto Rico and administered by the Puerto Rico Department of Housing ("PRDOH").

Led by a Puerto Rican-born woman, DEVAL is proud to be considered by the PRHOD in its efforts to address unimaginable challenges on the residents of Puerto Rico arising out of Hurricanes Irma and María. It is our obligation to support all the Government of Puerto Rico's efforts in rebuilding our beautiful island. As such, we are convinced that we could add value to these efforts. Staff on the DEVAL team have over 100 years combined experience addressing complex housing matters. Under the leadership of Ms. Deborah García-Gratacós, a Puerto Rican native and owner of DEVAL, with over 15 years of experience managing large complex projects for federal and local governments, the proposer is well positioned to provide best-in-class services and support PRDOH's mission to provide title clearance program services.

DEVAL has completed and managed over 20,000 appraisals; 200,000 title reports; 40,000 single family closings; 40,000 land survey reviews; 10,000 Brokers Price Opinions (BPO) and 250,000 property inspections. DEVAL has over 15 years of experience managing high volume projects centered around residential properties.

This proposal demonstrates how DEVAL will utilize state of the art technology to support title clearance operations servicing a range of stakeholders around CDBG-DR funds. The DEVAL Team brings a unique combination of skills and experience in both the public and private sectors, distinguished by the following factors:

- Available and vetted staff in Puerto Rico ready to start the engagement immediately.
- Multiple team members who worked on humanitarian efforts post Hurricanes Irma and María with roots on the island.



- Knowledge of Puerto Rican market given DEVAL's almost decade-long presence in Puerto Rico.
- Strong project management, reporting and quality assurance capabilities in complex contracts with both the public and private sectors.
- Experience handling thousands of calls for HUD-Public and Indian Housing (Information Resource Center) with hurricane relief federally funded programs (Katrina, Ike and Gustav).
- Strong facilitation, results oriented project support, and problem solving capabilities.
- Stellar performance record as demonstrated by past performances on Federal, State and Private Sector contracts.
- Clear understanding of the PRDOH's mission and objectives.
- **Licensed to issue title insurance.**
- Current Closing Agent for a Federal Government Agency.
- Capable of understanding and implementing tools learned via short-term training.

This team is not merely a team of professionals, but a unique blend of practical, experienced operators, with experience in facilitating client needs, and business processing. The DEVAL Team's approach will provide the following benefits to PRDOH:

Excellent track record of staff retention on similar efforts due to outstanding benefits and reward and recognition programs.

- Ensures continuity of assigned staff and less disruption to Vivienda operations.

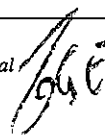
Corporate resources for prime and subcontractor: favorable credit rating & approved line of credit from a reputable financial institution, software and systems tailored to the government industry, corporate facility, on-going training and development of staff.

- Ensures Vivienda works with an efficient and fiscally sound vendor that invests in the development of its staff and provides superior service to its clients.

This proposal is comprised of three volumes: Volume I – Mandatory Requirements, Volume II – Qualifications Requirements, and Volume III – Cost Proposal. We look forward to the honor and privilege of serving the people of Puerto Rico. Ms. Deborah García-Gratacós is the primary contact person for this response. She can be reached at dgarcia@deval.us or via telephone at (703) 851-5466.

Sincerely,

Deborah García-Gratacós
President and Managing Member





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PROPOSAL STATEMENT

**Title Clearance Program services – Disaster Recovery
Request for Proposal Number CDBG-DR-RFP-2017-07**

DEVAL LLC submitted its original proposal to the Puerto Rico Department of Housing on December 20, 2018 and it was marked as received by PRDOH. Original signed exhibits and documents were included in the original submission. However, after the proposal was delivered, two additional amendments were issued. Amendment 003 was issued on 12/20/2018 and Amendment 004 was issued on 12/21/2018.

DEVAL contacted PRDOH and spoke to Ms. Awilda Salamán Canales from PRDOH procurement's office after the amendments were issued. We were instructed to re-submit all three volumes – Volume 1 – Mandatory Proposal, Volume 2 – Qualifications Requirements, Volume 3 – Cost Proposal and to make reference that the original signed exhibits/documents were included in our original proposal submission.

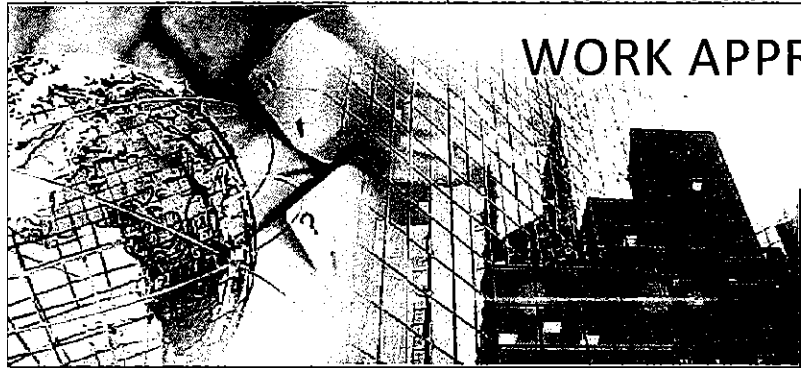
If further information is needed, please do not hesitate to contact me at (703) 962-1890.

Sincerely,

Deborah Garcia-Gratacos, President
DEVAL LLC
dgarcia@deval.us

TAB 1

EXHIBIT A-2: QUALIFICATIONS AND
WORK APPROACH PROPOSAL CHECKLIST



Log E

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GOVERNMENT OF PUERTO RICO
Department of Housing





EXHIBIT A-2
QUALIFICATIONS AND WORK APPROACH PROPOSAL CHECKLIST
Request for Proposals
Title Clearance Program Services
Community Development Block Grant – Disaster Recovery
CDBG-DR-RFP-2018-07

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

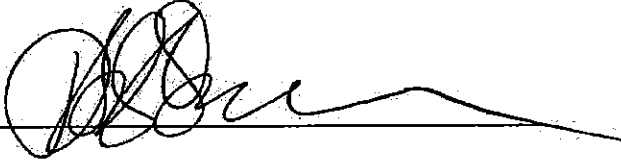
Company Submitting is:

- ☒ Proposer
☐ First-Tier Subcontractor

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

Tab	Initials	First-Tier Sub. Applicability	Document Description
6			Key Staff Résumé and Professional Information
7			Work Approach
8			Plan for Compliance with Section 3 Requirements <i>(Optional to obtain up to five (5) bonus points in the evaluation of the Proposal)</i>
9			First-Tier Subcontractor Information (if applicable)

Proposer's Signature



11/27/2018

Date

Deborah Garcia-Gratacos

Proposer's Printed Name







GOVERNMENT OF PUERTO RICO

Department of Housing

EXHIBIT A-2

QUALIFICATIONS AND WORK APPROACH PROPOSAL CHECKLIST

Request for Proposals

Title Clearance Program Services

Community Development Block Grant – Disaster Recovery

CDBG-DR-RFP-2018-07

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

Company Submitting is:

☐ Proposer

☒ First-Tier Subcontractor

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

GRE

GP

Tab	Initials	First-Tier Sub. Applicability	Document Description
6			Key Staff Résumé and Professional Information
7			Work Approach
8			Plan for Compliance with Section 3 Requirements <i>(Optional to obtain up to five (5) bonus points in the evaluation of the Proposal)</i>
9			First-Tier Subcontractor Information (if applicable)

Juan Ramón Cancio
Proposer's Signature

12/17/2018
Date

Juan Ramón Cancio
Proposer's Printed Name

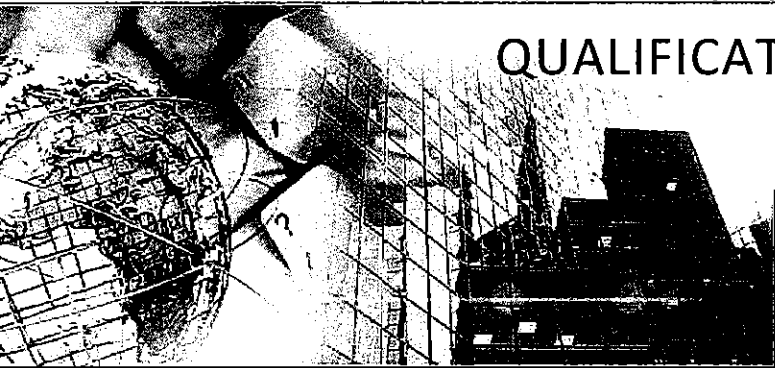
Juan Ramón Cancio is signing this Exhibit A-2 on behalf of Cancio Covas & Santiago, LLP, First Tier Subcontractor of the Proponent, DEVAL, LLC.

[Handwritten initials]

[Handwritten initials]

TAB 2

EXHIBIT C: STATEMENT OF
QUALIFICATIONS



ghe





GOVERNMENT OF PUERTO RICO
Department of Housing

Proposer's Initials:

EXHIBIT C
STATEMENT OF QUALIFICATIONS
Request for Proposals
Title Clearance Program Services
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing
CDBG-DR-RFP-2018-07

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

1. Entity Data:

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

DEVAL LLC
(Legal Name)

2003
(Year of Establishment)

(Tax ID)

☐ First-Tier Subcontractor

136096927
(D-U-N-S Number)

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

Deborah Garcia-Gratacos
(Name)

President
(Position)

1.3. Physical Address:

1231 Greenway Dr.
(Address Line 1)

Suite 200
(Address Line 2)

Irving
(City)

TX
(State)

75038
(Zip Code)

1.4. Mailing Address:

8230 Leesburg Pike
(Address Line 1)

Suite 600
(Address Line 2)

Tysons Corner
(City)

VA
(State)

22182
(Zip Code)

1.5. Contact Information:

703-962-1890
(Telephone Number)

703-462-9585
(Facsimile Number)

dgarcia@deval.us
(Email Address)

1.6. The Entity is a(n):

☐ Individual

☐ Partnership

☐ Other (Specify)

☒ Corporation


☐ Joint Venture

1.7. If a corporation, indicate all that apply:

☐ Publicly Held

☒ Privately Held

☐ Subsidiary

Proposer's Initials: 

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

Name	Telephone	Email	Officer	Director	Member	Partner
Deborah Garcia-Gratacos	703-962-1890	dgarcia@deval.us	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lusby A. Sarmiento	703-962-1882	lsarmiento@deval.us	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Edgar Garrido	703-962-1886	egarrido@deval.us	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Marye Ish	703-962-1885	mish@deval.us	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
John Holler	972-445-9335	jholler@deval.us	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Myrna Mendez	972-445-9364	mmendez@deval.us	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Paola Rivera	703-962-1888	privera@deval.us	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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Proposer's Initials: 

2. Capacity to Provide Services:

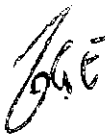
- 2.1. **Brief History of the Firm:** Attach to this Statement of Qualifications the company's profile. See Tab 3
- 2.2. **Organizational Chart:** Attach to this Statement of Qualifications the Organizational Chart for the Services. See Tab 3
- 2.3. **Organizational Chart:** Attach to this Statement of Qualifications the Availability Chart for the Services. See Tab 3
- 2.4. Has the Bidder been involved in any criminal, civil, or administrative suits, actions, investigations, litigations, professional and/or administrative complaints or proceedings that where commenced, pending, settled, threatened, resolved, or concluded during the five (5) year period prior to the date of the Proposal Due Date?

☒ No

☐ Yes (See Attachment _____)

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

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Proposer's Initials: _____

2.5. Ongoing Contracts/Projects (Include additional sheets of this table if necessary)

ID	Client Name	Work Description	Contract Amount	Project Duration (in months)	Status	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1	Selena Finance for Ginnie Mae	Serviced and managed a portfolio of single family assets valued at over \$25 billion located throughout all 50 states and Puerto Rico. Support included serving as national loan servicer and debt collector providing loan program information, loss mitigation and collection services. Includes review of title reports to identify issues with collateral as well as review of appraisals and BPO's for restructuring deal based on value.	\$20,000,000.00	60	Active - in good standing	Ongoing	Daily, weekly, and monthly status reports as it relates to the performance of the contract and the portfolio, including the review of over 20,000 title reports, 15,000 appraisals and BPO's and 25,000 property inspections.	Mr. Brian Stauffer	(215) 259-0803
2	FDIC as Subcontractor to Cobb, Scario and Associates	Interim, Auditors services for failed banks located nationwide, including Puerto Rico. Support included asset management and loan servicing, including review of over 10,000 title reports to ensure there were no clouds in title that will impact the collateral on the loans. review of over 10,000 appraisals to ensure property value is consistent with loans loan to value ratios, as well as performing over 50,000 property inspections.	\$10,000,000.00	96	Active - in good standing.	Ongoing	Daily, weekly, and monthly status reports as well as ad-hoc reports related to status of portfolio as well as completing over 10,000 title reports, 10,000 appraisals and over 50,000 property inspections.	Mr. Tammie Thompson	(248) 460-2262
3	Navajo Housing Authority	Loan servicing and debt collection services for a portfolio of Indian tribe loans. Includes review of title reports to confirm there are no issues with ownership, review of appraisals to ensure loan to value ratios are consistent with investor guidelines, as well as review of land surveys to ensure there are no issues related to tribal land.	\$100,000.00	24	Active - in good standing.	Ongoing	Monthly status report with a list of all the loan status and payments collected. Also includes review of title reports, appraisals and land surveys related to tribal land.	Ms. Mariene Lynch	(726) 871-2607
4	HUD Public and Indian Housing - Office of Community Planning and Development	Served as HUD's national servicing expert for HUD's 912 Rehabilitation Loan Program. In this capacity, loan releases were processed based on a thorough review of title reports and legal documents. Once ownership is established, a lien release is processed.	\$150,000.00	60	Active - in good standing.	Ongoing	Deliverables include a monthly status report listing all lien releases and title reports received during the previous month as well as a listing of all loans processed.	Ms. Danielle Frazer	(202) 402-7354
5	HUD Office of Single Family - Puerto Rico	Serves as HUD's Single Family Closing Agent in Puerto Rico and the US Virgin Islands closing thousands of assets per year. To date 10,000 closings have been completed and enabled the review of over 10,000 title reports, appraisals, and land surveys to ensure compliance with the requirements and guidelines for the HUD Real Estate Owned program.	\$1 Million per year	ongoing	Active - in good standing.	Ongoing	Monthly status report with a list of all the closings completed and monies disbursed.	Ms. Sol Anali Lopez	(787) 766-5400

Proposer's Initials: 

6	Clearwater, Florida Housing Authority	Serves as Financial Advisor contracted to manage the portfolio of assets of the Clearwater Housing Authority. Portfolio consists of 5 projects and 235 units. Support includes receiving inquiries via phone and during in person meetings from project residents related to the requirements of HUD's Rental Assistance Demonstration Program Guidelines. Inquiries are received from hundreds of residents of the various multifamily projects managed by the Clearwater Housing Authority.	\$120,000.00	24	Active- in good standing.	Ongoing	Monthly status report with a list of all the inquiries received.	Ms. Choresa Doly	(727) 461-5777
7	Housing Authority of the City of El Paso, Texas	Serves as Financial Advisor contracted to manage the portfolio of assets of the Housing Authority of the City of El Paso. Portfolio consists of 6 projects and 578 units. Support includes receiving inquiries via phone and during in person meetings from project residents related to the requirements of HUD's Rental Assistance Demonstration Program Guidelines. Inquiries are received from hundreds of residents of the various multifamily projects managed by the Housing Authority of the City of El Paso.	\$150,000.00	24	Active- in good standing.	Ongoing	Monthly status report with a list of all the inquiries received.	Mr. Salish Bhaskar	(913) 849-3742
8	HUD Section 184 Underwriting	Underwriting support services for HUD's Section 184 American-Indian loans. To date, DEVAL has underwritten over 8,500 loans and have delivered final Loan Guarantee Certificates to dozens of lenders nationwide.	\$600,000.00	36	Active- in good standing.	Ongoing	Monthly status report with a list of all cases underwritten and the status of each deliverable.	Ms. Michael Thorpe	(202) 402-2402

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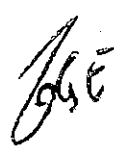




Proposer's Initials: 

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

ID	Client Name	Work Description	Contract Amount	Project Duration (in months)	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1	National Call Center - PIH-IRC	Served HUD plus over 3,000 Public Housing Authorities on a national contract providing information resource center. Call center handled over 10,000 calls per month in addition to hundreds of faxes, emails, letters and Congressional inquiries. In this capacity, DEVAL was tasked to assist HUD in meeting their disaster relief effort goals and assist hurricane Katrina, Ike and other disaster victims secure both temporary and ultimately permanent housing.	\$1,900,000.00	36	09/2010	Daily, weekly, and monthly status reports as well as ad-hoc Mr. Brian Ruth reports including calls completed vs. abandoned report, trending report, average hold time report, service level agreement (SLA) report, amongst many others.		(202) 475-8945
2	National Loan Servicing and Debt Collection - customer service for 750,000 loans	Served and managed a portfolio of over 750,000 single family assets valued at over \$20 billion located throughout all 50 states and Puerto Rico. Support included serving as a national call center providing customer service and loan servicing functions, including: customer service, technical assistance, providing customer service assistance to stakeholders in a consultative manner, and loss mitigation services. In this capacity, DEVAL answered over 85,000 calls per month from borrowers with an average SLA of 95%.	\$50,000,000.00	48	09/2014	Daily, weekly, and monthly status reports as well as ad-hoc Mr. Christopher S. Stuart reports including calls completed vs. abandoned report, trending report, average hold time report, service level agreement (SLA) report, amongst many others.		(303) 672-5279
3	National Compliance Advisor - Use Agreement	Served as HUD's National Compliance Advisor under the Use Agreement contract. Support includes completing Use Agreement Compliance reviews nationwide, including Puerto Rico for over 850 multifamily properties consisting of over 50,000 units. In this capacity, received inquiries from hundreds of residents, property owners, developers, and Housing Authorities related to HUD's Use Agreement Program Guidelines. In addition, as part of the compliance reviews, DEVAL communicated directly with residents in order to complete a tenant survey and determine if tenants feel safe and secured in their units and their overall satisfaction with the facilities.	\$3,100,000.00	60	09/2017	Monthly status report with a list of all the inquiries received, Ms. Gloria Sawyer units inspected, tenant surveys completed, and compliance reviews completed.		(817) 978-5803
4	Federal Deposit Insurance Corporation - Nationwide Title Searches	The scope of work includes preparing evidence of title through an examination or search and providing a historical summary in the form of a title report. Completed over 75,000 title reports under this engagement.	\$5,000,000.00	60	09/2015	Title reports, and daily, weekly, monthly and ad-hoc reports.	Ms. Barbara Poplin	(972) 761-2897






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

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Proposer's Initials: 

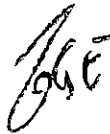
3.2. **References:** Provide at least three (3) separate references and contact information of past or current clients, preferably public entities.

Name	Email	Phone Number	Relation
Mr. Tormmie Thompson	tthompson@bazilioco bb.com	240-460-2262	Client
Mr. Brian Stauffer	brian.stauffer@selenef inance.com	215-259-0803	Client
Ms. Gloria Sawyer	Gloria.Y.Sawyer@hud .gov	(817) 978-5803	Client

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

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

Addendum No.	Date Issued	Addendum No.	Date Issued
1	12/5/2018		
2	12/18/2018		
3	12/20/2018		
4	12/21/2018		





Proposer's Initials: 

5. Under Oath Certification:

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

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

In witness thereof, the Proposer has executed this Statement of Qualifications this 28 day of November, 2018.

If Entity is an individual:

(Signature of Individual)

(Printed Name of Individual)

(Address Line 1)

(Address Line 2)

(City) (State) (Zip Code)

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

(Printed Name of Firm)

By: _____
(Authorized Representative's Signature)

(Printed Name of Authorized Representative)

(Address Line 1)

(Address Line 2)

(City) (State) (Zip Code)

Proposer's Initials: DB

If Entity is a partnership or joint venture:

(Printed Name of Partnership or Joint Venture)

By: _____

(Signature of General Partner)

(Printed Name of General Partner)

(Address Line 1)

(Address Line 2)

(City)

(State)

(Zip Code)

If Entity is a corporation:

DEVAL LLC

(Printed Name of Corporation)

1231 Greenway Dr.

(Corporate Address Line 1)

Suite 200

(Corporate Address Line 2)

Irving

(City)

TX

(State)

75038

(Zip Code)

By: _____

(Signature of Officer)

Deborah Garcia-Gratacos

(Printed Name of Officer)

President

(Title of Officer)

Attest: _____

(Secretary)

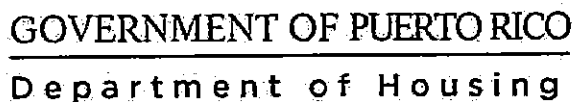
[CORPORATE SEAL]

Delaware

(Jurisdiction of Incorporation)

DB

DB



Proposer's Initials: 77E

**Request for Proposals
Title Clearance Program Services
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing
CDBG-DR-RFP-2018-07**

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

1. Entity Data:

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

Cancio Covas & Santiago, LLP
(Legal Name)

2002
(Year of Establishment)

(Tax ID)

☒ First-Tier Subcontractor

N/A
(D-U-N-S Number)

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

Juan Ramón Cancio
(Name)

Managing Partner
(Position)

1.3. Physical Address:

Suite A-267, MCS Plaza
(Address Line 1)

255 Ponce de León Ave.
(Address Line 2)

San Juan.
[City]

PR
[State]

00917
(Zip Code)

1.4. Mailing Address:

P.O. Box 367189
(Address Line 1)

(Address Line 2)

San Juan
(City)

PR
[State]

00936-
7189
[Zip Code]

1.5. Contact Information:

7877565333
(Telephone Number)

7877565339
(Facsimile Number)

jrcancio@ccsllp.com
(Email Address)

1.6. The Entity is a(n):

☐ Individual

☒ Partnership

☐ Other (Specify) _____

Corporation

☐ Joint Venture

Limited Liability Partnership

1.7. If a corporation, indicate all that apply:

64c



Proposer's Initials: gac

☐ Publicly Held ☒ Privately Held ☐ Subsidiary

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

Name	Telephone	Email	Officer	Director	Member	Partner
Juan Ramón Cancio	787-756-5333	jrcancio@ccsllp.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jorge Covas Mendoza	787-756-5333	jcovas@ccsllp.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Carlos Santiago Sarkis	787-756-5333	csantiago@ccsllp.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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[Signature]

[Signature]

Proposer's Initials: gpc

2. Capacity to Provide Services:


- 2.1. **Brief History of the Firm:** Attach to this Statement of Qualifications the company's profile. See Tab ____
- 2.2. **Organizational Chart:** Attach to this Statement of Qualifications the Organizational Chart for the Services. See Tab ____
- 2.3. **Organizational Chart:** Attach to this Statement of Qualifications the Availability Chart for the Services. See Tab ____
- 2.4. Has the Bidder been involved in any criminal, civil, or administrative suits, actions, investigations, litigations, professional and/or administrative complaints or proceedings that were commenced, pending, settled, threatened, resolved, or concluded during the five (5) year period prior to the date of the Proposal Due Date?
☒ No ☐ Yes (See Attachment ____)

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

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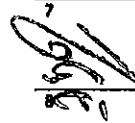
gpc

gpc

Proposer's Initials: 

2.5. Ongoing Contracts/Projects (Include additional sheets of this table if necessary)

ID	Client Name	Work Description	Contract Amount	Project Duration (in Months)	Status	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1	Banco Popular de Puerto Rico	One of the principal outside counsels to the Corporate Finance Division for the past 25 years	N/A	N/A	Ongoing	N/A	N/A	Jorge Aldasordo	787-765-9800
2	Popular Mortgage	Since 2006 we have been notary publics for Popular Mortgage and have assisted in the preparation and execution of FHA, Fannie Mae, HUD forms of residential loans, documents and deeds.	N/A	N/A	Ongoing	N/A	N/A	Yolanda Martinez	787-707-7077
3	GDB Debt Recovery Authority	Acted as local counsel to the GDB Debt Recovery Authority (the "Issuer") in connection with issuance of the \$2,597,754,625 in aggregate principal amount 7.500% GDB Debt Recovery Authority Bonds (Taxable) Due 2040 (the "New Bonds"). Transaction included the transfer of real estate property from the Government Development Bank for Puerto Rico to the DRA.	N/A	N/A	Ongoing	N/A	N/A	Jorge Padilla	939-940-7150
4									
5									
6									
7									
8									
9									





Proposer's Initials:

JS

JS

JS

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

ID	Client Name	Work Description	Contract Amount	Project Duration (in Months)	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1	Puerto Rico Housing Finance Authority	\$350,000.00 Puerto Rico Housing Finance Authority Affordable Housing Mortgage Subsidy Program Single Family Mortgage Revenue Bonds - Portfolio B, November 21, 2002 (Lead Underwriter's Counsel)			November 21, 2002			
2	Government Development Bank for Puerto Rico	Served as consultant and Notary Public to the CDB's real estate property division with regards to regulatory problems and title issues and the negotiations and sales of the CDB's pool of real property assets.	N/A	72	June 30, 2014		Zoraya Belandier	787-722-2525
3	Villas de Conoveros I, Inc.	Acted as counsel to a real estate developer in the planning of a residential urban development, regulatory problems and title issues, zoning and permitting processes and served as notary public for the deeds of transfer of title and purchase and sale.	N/A	60	N/A		Ramon MacCrahan	787-645-0777
4	Descoriellos Alamillo I, Inc.	Acted as counsel to a real estate developer in the planning of a residential urban development, regulatory problems and title issues, zoning and permitting processes and served as notary public for the deeds of transfer of title and purchase and sale.	N/A	40	N/A		Ramon MacCrahan	787-645-0777
5								
6								
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8								

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Proposer's Initials:

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

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21

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Proposer's Initials: JRC

3.2. **References:** Provide at least three (3) separate references and contact information of past or current clients, preferably public entities.

Name	Email	Phone Number	Relation

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

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

Addendum No.	Date Issued	Addendum No.	Date Issued

JRC

[Signature]

Proposer's Initials:

[Handwritten initials]

5. Under Oath Certification:

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

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

In witness thereof, the Proposer has executed this Statement of Qualifications this 17 day of December, 2018.

If Entity is an individual:

(Signature of Individual)

(Printed Name of Individual)

(Address Line 1)

(Address Line 2)

(City) (State) (Zip Code)

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

(Printed Name of Firm)

By: _____
(Authorized Representative's Signature)

(Printed Name of Authorized Representative)

(Address Line 1)

(Address Line 2)

(City) (State) (Zip Code)

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Proposer's Initials: JSK

If Entity is a partnership or joint venture:

Cancio Covas & Santiago, LLP
(Printed Name of Partnership or Joint Venture)
By: Juan Ramón Cancio
(Signature of General Partner)
Juan Ramón Cancio
(Printed Name of General Partner)
Suite A-267 MCS PLAZA
(Address Line 1)
255 Ponce de León Ave.
(Address Line 2)
San Juan PR 00917
(City) (State) (Zip Code)

If Entity is a corporation:

(Printed Name of Corporation)
(Corporate Address Line 1)
(Corporate Address Line 2)
(City) (State) (Zip Code)
By: _____
(Signature of Officer)

(Printed Name of Officer)

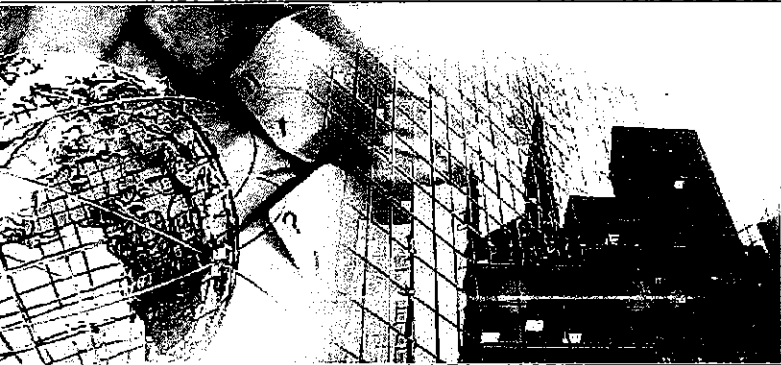
(Title of Officer)
Attest: _____
(Secretary)

[CORPORATE SEAL]

(Jurisdiction of Incorporation) PR

Juan Ramón Cancio is signing this Exhibit C on behalf of Cancio Covas & Santiago, LLP, First Tier Subcontractor of the Proponent, DEVAL, LLC.

TAB 3
COMPANY'S PROFILE



Dei

 **DEVAL**
Real Estate . Financial . Management

[Signature]

TAB 3 – COMPANY’S PROFILE

3.1 Capacity to Provide Services (Section 6.2.1)

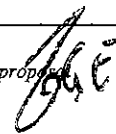
DEVAL is a national conglomerate firm owned by a Hispanic-American (Puerto Rican) Woman focusing on three primary service lines: government and public sector consulting; single family direct lending and servicing; and ownership and

*DEVAL has completed over
200,000 title reports
nationwide, including the*

management of multifamily properties. DEVAL meets and exceeds the Puerto Rico Department of Housing (PRDOH) required technical experience in the submission of our response to the Request for Proposal (RFP) number CDBG-DR-RFQ-2018-07 for Title Clearance Program Services. The Team is composed of individuals who possess deep subject matter experience in leading US Department of Housing and Urban Development (HUD) disaster relief and housing programs under the Community Development Block Grant - Disaster Recovery (CDBG-DR) grant program.

There is no secret that the needs in Puerto Rico due to the devastation of Hurricanes Irma and Maria are substantial. Local and national news outlets have reported that over one (1) million homes with a cumulative total of over billions of dollars in damages have been impacted. This once unimaginable impact and devastation has created an urgent need for the PRDOH to identify and implement ways to address these challenges. DEVAL understands that the purpose of this solicitation is to assist impacted Puerto Rican families whose properties are not properly registered become eligible for CDBG-DR housing rehabilitation and reconstruction assistance programs. To that extent, DEVAL will assist PRDOH by executing the Title Clearance Program and supporting services which include conducting title reports, conducting land surveys and appraisals.

For this contract, DEVAL has selected the best possible team of individuals that have worked for over 50 financial institutions directly overseeing large multi-million dollar and multi-year projects involving a range of title issues. Moreover, DEVAL goes beyond the technical requirements to focus on the human and unique cultural aspects of the redevelopment of the island and its wonderful culture. We have purposely included individuals who not only will be on the premises but who have an understanding of the island’s housing matters first hand.


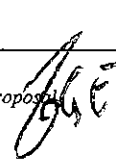


DEVAL has proven core competencies in all areas of the scope of services. The direct and relevant experience the DEVAL Team brings to the PRDOH is highlighted as follows:

- The DEVAL Team consists of title experts that have completed over 200,000 commercial and residential title reports nationwide, including Puerto Rico for clients such as HUD, Freddie Mac, Fannie Mae, US Department of Agriculture (USDA), US Department of Veterans Affairs (VA) and the Federal Deposit Insurance Corporation (FDIC).
- DEVAL has served as closing agent for HUD since 2010, closing over 10,000 single family real estate transactions on behalf of HUD in Puerto Rico.
- Reviewed and completed thousands of appraisals and land surveys throughout Puerto Rico.
- Team members that have handled complex legal proceedings in Puerto Rico, such as declaration of heirships and title issues.
- DEVAL has delivered over 250,000 real estate inspections nationwide, including Puerto Rico.
- Since its inception, DEVAL has completed over 43 real estate related procurements for the Federal Government nationwide receiving excellent performance ratings.
- Currently, DEVAL has business relationships¹ and Memoranda of Understanding (MOU)'s with the following firms:
 - o 14 local licensed law firms
 - o 40 single family appraisals, professionals (most of which are on the FHA/VA/Fannie/Freddie approved appraisers)
 - o Six (6) land surveyor companies
- DEVAL's vendor management program has been reviewed and approved by regulators such as FHA, Fannie Mae, Freddie Mac, VA and the USDA and major investors such as Wells Fargo, Flagstar Bank, BB&T, and Citi Bank, amongst many others.



Directly related to this RFP, DEVAL has been entrusted by HUD as the sole designee on the island to sign all deeds for Real Estate Owned (REO) single family assets on behalf of HUD since 2012. DEVAL is proud of receiving this honor by HUD and treasures its responsibilities by diligently and effectively representing the federal government in this important capacity.

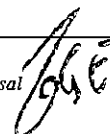
¹ *These business and professional relationships are a product of DEVAL's continuous presence in Puerto Rico for almost a decade.*



In addition to its impeccable and substantial experience on the matters relevant to the needs of the PRDOH, DEVAL enjoys very strong financial stability, having a solid line of credit and no material debt. This financial stability allows DEVAL to engage with the Government of Puerto Rico on a long-term basis and provide solutions to the challenges and needs faced by the PRDOH during this long-term recovery. DEVAL will be there to support the PRDOH as long as it is needed.

3.1.1. Brief history (Profile) of the Proposer

DEVAL LLC	
	<p>DEVAL LLC ("DEVAL"), founded in 2003 by Deborah García-Gratacós, is a Hispanic-American (Puerto Rican), Woman Owned and certified Small Business (WOSB). DEVAL is a national conglomerate firm focusing on three primary service lines: government and public sector consulting; single family direct lending and servicing; and ownership and management of multifamily properties. For DEVAL's government and public sector consulting practice, service areas include: real estate, financial advisory, affordable housing, title review, real estate law, contract and project management, compliance review and accounting support. DEVAL is headquartered in Irving, Texas and has fully functioning offices in Tysons Corner, Virginia (DC Metro Area), Orlando, Florida, and San Juan, Puerto Rico. Since its first assignment, DEVAL has served a range of prestigious clients, which include: the U.S. Department of Housing and Urban Development, the U.S. Department of State, the U.S. Department of the Treasury, the U.S. General Services Administration, the U.S. Department of the Interior, the U.S. Department of Veteran Affairs, the Federal Deposit Insurance Corporation, the U.S. Department of Agriculture, the U.S. Air Force, the District of Columbia Government, Deloitte and Touche LLP, CB Richard Ellis, RSM McGladrey, Jones Lang LaSalle, American Express, AEW Capital Management, as well as a range of private investors. DEVAL has conducted over 20,000 appraisals; 200,000 title reports; 200,000, single family closings, 40,000 land survey reviews; 40,000 Broker Price Opinions (BPO) 10,000 appraisals; and 250,000 inspections.</p>
CANCIO, COVAS & SANTIAGO, LLP - FIRST-TIER SUBCONTRACTOR	
	<p>CANCIO, COVAS & SANTIAGO, LLP ("CC&S") was founded in 2002 by a group or select attorneys, tried and proven in the fields of corporate, business law, mergers and acquisitions, financial services and litigation. Founding partners, Juan Ramon Cancio, Jorge Covas and Carlos Santiago constitute one of the leading local corporate and financial practice Groups, representing companies and other business entities in all states of their development and growth, as well as the financial institutions that finance them. As part of its many service areas, CC&S regularly counsels and advises clients on all aspects of the real estate industry, including the acquisition, development, financing and construction of all types of projects and properties. All of CC&S attorneys are Notary Public for the Commonwealth of Puerto Rico and as a result of its diverse transactional practice, CC&S attorneys have substantial experience in real estate and construction matters and have represented purchasers, sellers, mortgagees, mortgagors, and developers of real property in Puerto Rico, including shopping centers, office buildings, residential, hospitality and commercial developments, and government-sponsored specialized developments. In addition, CC&S' Real Estate Practice Group regularly advises clients regarding land use, zoning matters and urban planning. Since 2006 we have been notary publics for Popular Mortgage and have assisted in the preparation and execution of FHA, Fannie Mac, HUD forms of residential loans documents and deeds. We have also acted as notary public for Doral Mortgage, Eurobank, R-G Premier Bank of Puerto Rico, R-G Mortgage and Westernbank for residential loans and deeds. With regards to commercial real estate loans we have been notary publics for Banco Popular de Puerto Rico</p>



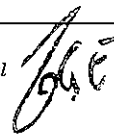

since 2003 and since 2014 for Oriental Bank. In addition to real estate lending, our Real Estate Practice Group has acted as consultants to local title insurance agents and have resolved numerous recording and registry of property issues for Lawyer's Title, Stewart Title, Fidelity National and LandAmerica.

3.1.2. Proposer's and, if applicable, First-Tier Subcontractor's Tax-ID, Data Universal Numbering System (DUNS) and the year it was established.

Proposer - DEVAL LLC	
a. Tax -ID	42-1601562
b. Data Universal Numbering System (DUNS)	136096927
c. Year Established	2003
First-Tier Subcontractor - CANCIO, COVAS & SANTIAGO LLP	
a. Tax -ID	66-0612529
b. Data Universal Numbering System (DUNS)	N/A
c. Year Established	2002

3.1.3. Proposer's and, if applicable, First-Tier Subcontractor's form of business

Proposer - DEVAL LLC			
a. Form of Business		Limited Liability Company	
b. Point of Contact for SOQ		Name: Deborah García-Gratacós, President Telephone: 703-851-5466 Email: dgarcia@deval.us	
c. Officers, Directors, Members and Partners			
Name	Title	Telephone:	Email:
Deborah García-Gratacós, Esq.	President	703-851-5466	dgarcia@deval.us
Edgar Garrido	Chief Financial Officer	703-962-1886	egarrido@deval.us
Lusby A. Sarmiento, Esq.	Senior Vice President Compliance	703-963-9208	lsarmiento@deval.us
John Holler	Senior Vice President Lending and Servicing	972-445-9335	jholler@deval.us
Marye Ish	Director of Affordable Housing	703-962-1885	mish@deval.us
Liza Ramos-Santos, Esq.	Director of Real Estate - Caribbean Region	787-756-1650	lramos@deval.us
Miguel Perez	Director of Real Estate	407-721-7240	mperez@deval.us
Cielo Henao	Director of Information & Technology	972-445-7220	chenao@deval.us
Myrna Mendez	Director of Human Resources	972-445-9364	mmendez@deval.us
First-Tier Subcontractor - CANCIO, COVAS & SANTIAGO LLP			
a. Form of Business		Limited Liability Partnership	
b. Point of Contact for SOQ		Name: Juan Ramon Cancio, Managing Partner Telephone: 787-756-5333 Email: jrcancio@ccslp.com	
c. Officers, Directors, Members and Partners			




Name	Title	Telephone:	Email:
Juan Ramón Cancio, Esq.	Managing Partner	787-756-5333 x-222	jrcancio@ccsllp.com
Jorge Covas Mendoza, Esq.	Partner	787-756-5333 x-223	jcovas@ccsllp.com
Carlos P. Santiago Sarkis, Esq.	Partner	787-756-5333 x-224	csantiago@ccsllp.com
Rodney W. Colón Ortiz, Esq.	Partner	787-756-5333 x-226	rwcolon@ccsllp.com
Cristina M. García Hall, Esq.	Senior Associate	787-756-5333	cgarcia@ccsllp.com

3.1.4. Amount of involvement the officers, directors, members and any partners had on the projects.

No.	Project Name	Company Name	Amount of involvement the officers, directors, members and any partners had on the projects
1.	Ginnie Mae Loan Servicing-Selene	National Loan Servicing and Debt Collection - \$25 Billion in loans	Ms. Deborah García-Gratacós serves as Project Director, Mr. John H. Holler serves as Project Manager, Ms. Cielo Henao and Ms. Myrna Mendez support this engagement, Ms. Liza Ramos-Santos, Esq. and Ms. Lusby A. Sarmiento, Esq. served as Regulatory Compliance Managers.
2.	FDIC as Subcontractor to Cobb, Bazilio and Associates	Receivership Assistance Services for failed banks located nationwide, including Puerto Rico	Ms. Deborah García-Gratacós serves as Project Director and Ms. Lusby Sarmiento serves as Project Managers.
3.	HUD Office of Single Family - Puerto Rico	Single Family Closing Agent in Puerto Rico and the US Virgin Islands	Ms. Deborah García-Gratacós serves as Project Director and Ms. Liza Ramos-Santos, Esq. serves as Project Manager.

3.1.5. Organizational Chart

Please refer to the organizational chart located in Tab 4 of this response, which shows the proposed structure for this project.

3.1.6. FTE's based and staffed in Puerto Rico

All full-time employees will be based and staffed in Puerto Rico. DEVAL (proposer) has a fully functioning office in San Juan, Puerto Rico and has been conducting business on the island since 2010. DEVAL is registered in the Puerto Rico Department of State since 2010. Below we provide a list of the functional full-time employees that will be based and staffed in Puerto Rico.

Name	Role	Based in PR
Lusby A. Sarmiento, Esq.	Manager	Yes
Liza Ramos-Santos, Esq.	Alternate Manager	Yes

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Katiria Pérez, Esq.	Attorney at Law - Notary Public - Manager	Yes
Juan Ramón Cancio, Esq.	Attorney at Law - Notary Public	Yes
Rodney Colon, Esq.	Attorney at Law - Notary Public	Yes
Cristina García Hall, Esq.	Attorney at Law - Notary Public	Yes
Álvaro Polanco Quiñones, PE, BSCE, RPA, PA	Land Surveyor	Yes
Axel Santos, Esq.	Appraiser	Yes
Giselle D'Orville	Title Investigator	Yes
Barbara Santos Velázquez	Title Clearance Specialist	Yes

Note: If contract is awarded to the Proposer, employees will be available to work on the Title Clearance project on a full-time basis. Please refer to availability chart located in Tab 5 of this response, which shows the proposed staff's availability and commitment to other projects.

3.1.7. Pending litigation

Please refer to Exhibit C- Statement of Qualifications Form included as part of Tab 2 of this response.

3.1.8. List of ongoing contracts/projects

Please refer to Exhibit C- Statement of Qualifications Form included as part of Tab 2 of this response.

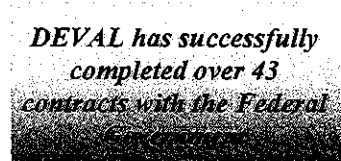
3.1.9. How performance on previous projects and contracts for federal programs qualifies Proposer to develop and implement this project.

Please refer to Exhibit C- Statement of Qualifications Form included as part of Tab 2 of this response.

3.2 Reputation and Managerial, Organization, and Technical Capabilities (Section 6.2.2)

3.2.1. Reputation and the managerial, organizational and technical capabilities, as well as the experience, to develop and administrate the Contract

DEVAL has been awarded, commenced and successfully completed over 43 contracts with the U.S. Federal Government; nineteen (19) of those contracts were directly with HUD, six (6) were with HUD's Office of Multifamily, seven (7) with HUD's Office of Single



Family, and six (6) with the Office of Public and Indian Housing, which is the office tasked with providing assistance, oversight and operations of the CDBG-DR program. As an established company with over 15 years of service, DEVAL's organizational presence includes a location in Puerto Rico for the last nine (9) years, headquarters in Dallas, Texas, and fully functioning offices in Tysons Corner, Virginia (Washington DC Metro Area) and Orlando, Florida.

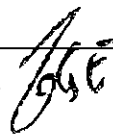
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DEVAL's reputation with the federal government is exemplary, as evidenced by the fact that DEVAL was entrusted by HUD as the sole designee on the island to sign all deeds for real estate owned assets on behalf of HUD since 2012. DEVAL is proud of receiving this honor by HUD and treasures its responsibilities by diligently and effectively representing the federal government in this important capacity.

From a technical aspect, DEVAL has completed and managed over 20,000 appraisals; 200,000 title reports; 40,000 single family closings; 40,000 land survey reviews; 10,000 Brokers Price Opinions (BPO) and 250,000 property inspections. DEVAL has over 15 years of experience managing high volume and multi-million dollar projects centered around residential single-family asset, including managing a portfolio of over \$230 Billion for HUD.

In order to manage these complex and high-volume projects, DEVAL has designed and implemented a range of proprietary online secured portals where thousands of data points have been captured. For this contract, we propose to use our proprietary system (D3), which will be utilized as the single repository for all applications throughout the project. Having the ability to utilize our existing system and simply modifying it will save time and costs, as this system has been already utilized and tested.



3.2.2. Key staff

DEVAL proposes a Team of experts who collectively have over 100 years of experience in title clearance services, land surveys, appraisals and valuation, legal and single-family residential closings. This Team will work together to accomplish all required services as established by PRDOH with the main goal of ensuring that all CDBG-DR applicants and homeowners have clear title and are eligible for the various housing rehabilitation and reconstruction assistance programs outlined in the Action Plan. In the matrix that follows, we provide a list of our proposed key and non-key staff and we cross-reference their skills with the labor category requirements outlined in the Scope of Services.

Name	Position (Labor Category)	Degree	Certifications	Professional Experience	Real Estate	Title Reports, Title Clearance	Handling Programs	Land Survey	Appraisal and Valuation	Program Management
Deborah Garcia-Gratacos, Esq.	Project Director	JD	Licensed FL and DC Attorney	17	17	17	17	5	17	17
Lusby A. Samiento, Esq.	Manager	JD	Licensed Puerto Rico Attorney and Notaria Publica	10	10	9	9	3	5	9
Liza Ramos-Santos, Esq.	Alternate Manager	JD	Licensed Puerto Rico Attorney and Notaria Publica	10	9	9	9	9	9	9
Katiria Perez, Esq., CPA	Attorney at Law - Notary Public	JD	Licensed Puerto Rico Attorney and Notaria Publica. Licensed attorney in Colorado. Admitted to Practice in the United States District Court and United States Bankruptcy Court for the District of Puerto Rico	24	24	20	20	10	20	20
Juan Ramon Cancio, Esq.	Attorney at Law - Notary Public	JD	Licensed Puerto Rico Attorney and Notario Publica. Admitted to Practice in the United	35	35	30	35	10	10	30
Rodney Colon, Esq.	Attorney at Law - Notary Public	JD	Licensed Puerto Rico Attorney and Notario	20	15	15	15	5	5	15
Cristina Garcia Hall, Esq.	Attorney at Law - Notary Public	JD	Licensed Puerto Rico Attorney and Notaria	8	8	8	8	5	5	8
Alvaro Polanco Quiñones, PE, BSCE, RPA, PA	Land Surveyor	BS - Civil Engineering	Professional Engineer, Member of the Registro Permanente de Agrimensores (RPA), Colegio de Ingenieros y Agrimensores de Puerto Rico and Sociedad Americana de Ingenieros Civiles. Real Estate Broker	38	38	10	35	38	10	35
Axel Santos, Esq.	Appraiser	JD	Attorney At Law in Puerto Rico. Certify General Real Property Appraiser. Puerto Rico Licensed Professional Appraiser. Puerto Rico Licensed Real Estate Broker.	17	17	17	17	5	15	17
Giselle D'Orville	Title Investigator	BA- Economics	Member of the Mortgage Bankers Association	26	26	26	26	26	26	20
Barbara Santos Velazquez	Title Clearance Specialist	BA- Accounting	Member of the Mortgage Bankers Association	17	17	15	17	10	10	10

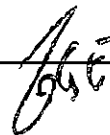
Detailed resumes that evidence the competency and related experience of each individual can be found in the Tab 6 and Tab 7 of this response.

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3.2.3. References (Section 6.2.3)

Please refer to Exhibit C- Statement of Qualifications Form included as part of Tab 2 of this response.



TAB 4
ORGANIZATIONAL CHART



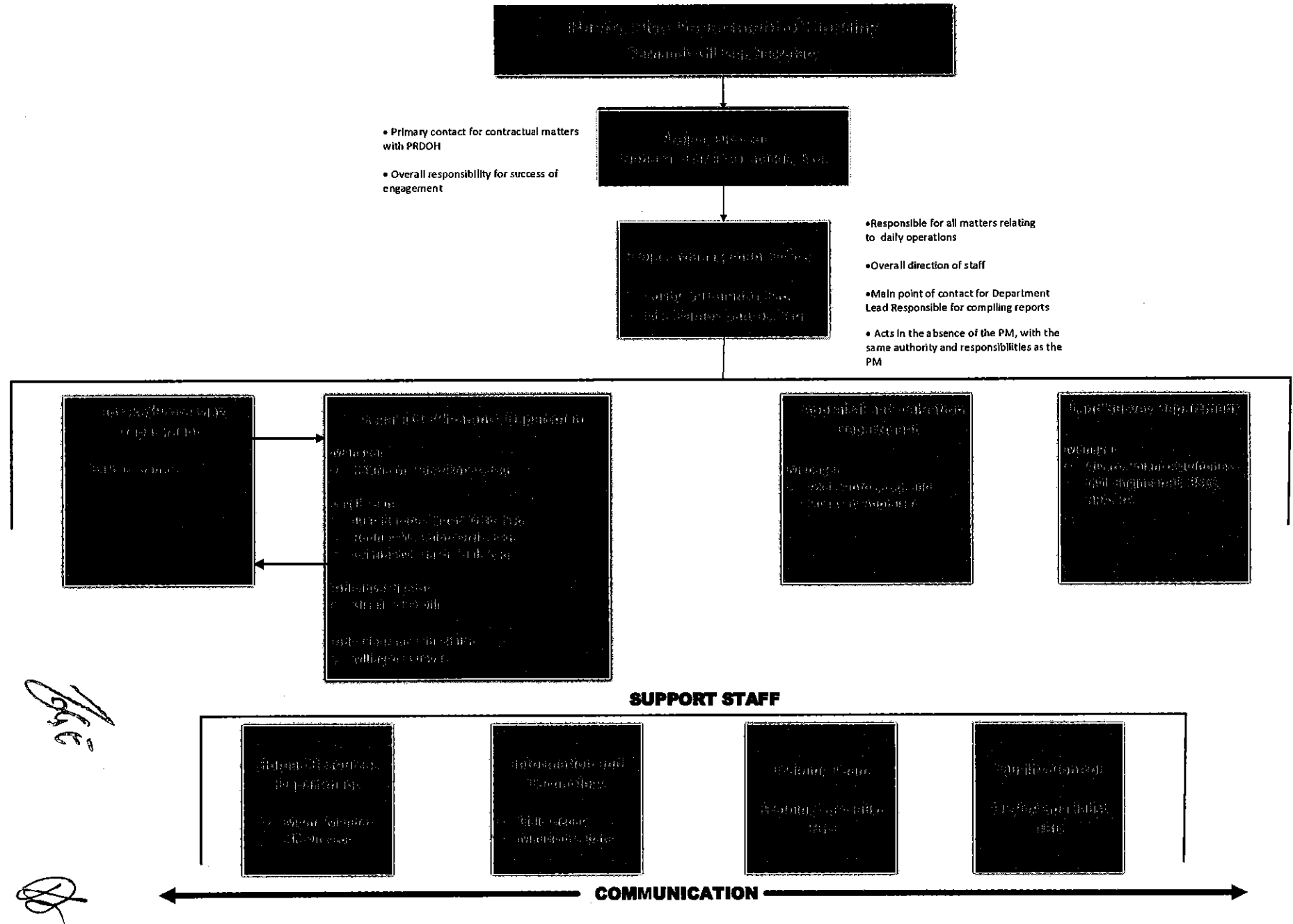
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DEVAL

Real Estate . Financial . Management



TAB 5

AVAILABILITY CHART



LogE



Availability Chart

Name	Position	Available	Available	Available	Available
Lusby A. Sarmiento, Esq.	Manager	Yes	Yes	100%	0%
Liza Ramos-Santos, Esq.	Alternate Manager	Yes	Yes	100%	0%
Katiria Perez, Esq.	Attorney at Law - Notary Public - Manager	Yes	Yes	100%	0%
Juan Ramon Cancio, Esq.	Attorney at Law - Notary Public	Yes	Yes	50%	50%
Rodney Colon, Esq.	Attorney at Law - Notary Public	Yes	Yes	50%	50%
Cristina Garcia Hall, Esq.	Attorney at Law - Notary Public	Yes	Yes	100%	0%
Álvaro Polanco Quiñones, PE, BSCE, RPA, PA	Land Surveyor	Yes	Yes	100%	0%
Axel Santos, Esq.	Appraiser	Yes	Yes	100%	0%
Giselle D'Orville	Title Investigator	Yes	Yes	100%	0%

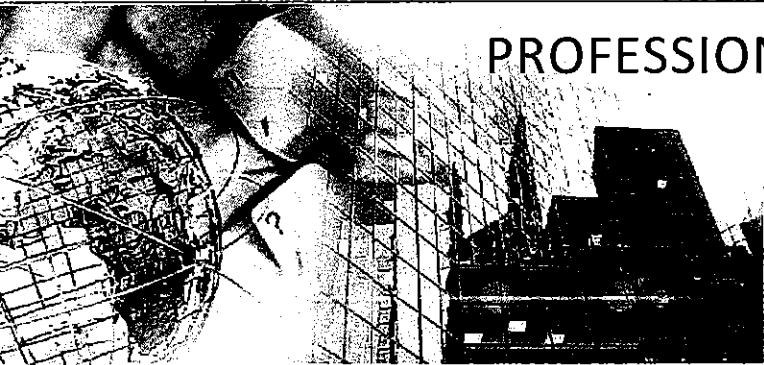
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TAB 6

KEY STAFF RESUME AND

PROFESSIONAL INFORMATION



John





Deborah Garcia-Gratacos, Esq. CRU

Project Director

Deborah Garcia-Gratacos, the President, Chief Executive Officer and founder of DEVAL, LLC is a licensed attorney with a sound professional and educational background in real estate and finance. In this role, Ms. Garcia ensures that appropriate resources are made available, in terms of people, funding, technology and training ensuring the firms continued success. Ms. Garcia oversees the technology, compliance and finance offices, ensuring compliance at all times with local, state, and federal laws and regulations.

CORE COMPETENCIES

- | | | |
|--------------------------------|-----------------------------|---------------------------|
| • Visionary Leadership | Key Partnership Development | Market Planning |
| • Organizational Restructuring | Risk Management | Budget /Sales Forecasting |

PROFESSIONAL EXPERIENCE

DEVAL

President and CEO, 7/2003 to Present

Provide executive leadership for over 130 employees and four offices nationwide generating over 100 million dollars in revenue since its founding

Lead operations and strategic direction with full responsibility for bottom-line factors, including long-range planning and management. Provide cross-functional management; direct four senior vice presidents, CFO, and four office managers; and general oversight of 130 employees. Direct all operations for DEVAL lending and servicing operations. Redefine organizational structure; oversee major pricing decisions and perform monthly financial and risk evaluation of company results. Ms. Garcia assumed responsibility for establishing the company's loan servicing and REO disposition unit, managing over 725,000 properties and creating innovative strategies for efficient and effective property dispositions. Responsibilities grew to include the entire default management group, which covers Foreclosure, Collection, REO and bankruptcy units. Significant process improvements in this area resulted in a complete turnaround in HUD claims audit results, improvements in foreclosure/REO losses and associated timeframes.

Major Achievements:

- **Financial Institutions** – managed mortgage portfolios for financial institution which resulted in over \$1 billion in sales of single-family REO assets
- **Loan Servicing** – Serviced forward and reverse mortgage portfolios for portfolio valued at over \$230 billion
- **Due Diligence**- managed, underwrote over 3,000 single family and commercial assets valued at \$7 billion
- **Origination**- established best practices in managing the origination team for DEVAL in its USDA and VA loans

Key Clients:

Selene Finance; AEW Capital Management; American Express; CB Richard Ellis; Deloitte and Touché; Deutsche Bank; Eastdil Secured; Federal Home Loan Bank of New York; HSBC; Huron Consulting; ICF International; Jones Lang LaSalle; Mir, Mitchell & Company; Mission Capital Advisors; RR Donnelley; RSM McGladrey; Federal Deposit Insurance Corporation; Department of Housing and Urban Development; • Department of the Treasury; Department of Veteran Affairs; United States Department of Agriculture

Prior to founding DEVAL, Ms. García-Gratacos worked as a Real Estate Consultant for Arthur Andersen LLP Valuation Group in Vienna, Virginia.

Page 1 of 3

Key Projects:**Federal Deposit Insurance Corporation (FDIC) – Title Support Services**

Ms. Garcia-Gratacos served as Project Director and assists the FDIC in conducting title searches, preparing title reports, performing curity of title and other supporting task for a portfolio of commercial and residential assets of failed or failing financial institutions nationwide. Ms. Garcia-Gratacos has extensive knowledge of title search, title review, federal, state and municipal recordation laws, and curity of title. To date, Ms. Garcia-Gratacos has provided legal expertise and project guidance for the process of completing over 75,000 nationwide title searches for the FDIC.

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT-CLOSING AGENT NORTH FLORIDA -

Ms. Garcia-Gratacos, as Project Director managed closing agent team serving as closing agent in the North Florida area. Properties are foreclosed and brought back to HUD portfolio as Real Estate Owned. The closing team worked on processing and closing the transaction. Loans processed and closed include VA guaranteed and HUD insured. Worked with lenders, surveyors, appraisals, third parties, local governments, borrowers, and underwriters in assuring that the closing is conducted in timely manner. In this capacity, DEVAL closed over 40,000 real estate transactions and issued title commitments and title insurance policies.

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT-CLOSING AGENT CARIBBEAN REGION

Ms. Garcia-Gratacos, as Project Director managed closing agent team serving as closing agent in the Caribbean area. Properties are foreclosed and brought back to HUD portfolio as Real Estate Owned. The closing team worked on processing and closing the transaction. Loans processed and closed include VA guaranteed and HUD insured. Worked with lenders, surveyors, appraisals, third parties, local governments, borrowers, and underwriters in assuring that the closing is conducted in timely manner. In this capacity, DEVAL closed over 10,000 real estate transactions to date.

OFFICE OF AFFORDABLE HOUSING PRESERVATION (OAHP) AKA OFFICE OF MULTIFAMILY HOUSING ASSISTANCE RESTRUCTURING (OMHAR)

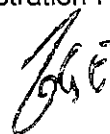
Ms. Garcia-Gratacos, as Project Director managed the team that worked as financial advisor in delivering nationwide technical assistance to federal clients for a portfolio of over 3,000 section 8 subsidized assets nationwide. Worked with HUD's Office of General Counsel in determining the eligibility of HUD insured multifamily assets into the (Mark to Market) commercial loan-restructuring program under the Multifamily Assisted Housing Reform and Affordability Act of 1997. Worked with underwriters, State Housing Finance Authorities and owners of multifamily assets in the US and in Puerto Rico on developing a settlement plan for properties based on the review of mortgage loan and bond documents. Advised HUD on property owners and bondholder's legal interest and assisted in the negotiation of contractual terms regarding bond redemption premiums and mortgage note prepayment provision prior to settlement. Addressed issues regarding tax exempt and non tax-exempt bonds; defeasance; transaction costs and other costs associated with the restructuring and redemption of bonds.

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT-REVIEW OF COST ASSESSMENT, PUBLIC AND INDIAN HOUSING

Ms. Garcia-Gratacos, as Project Director managed the team of reviewers working on the independent cost assessments submitted by Public Housing Authorities under Section 990.245(c) and 990.245(e) of the final rule, and helped make a formal recommendation to HUD as to whether they should grant the appeal. The recommendations made were prepared by a professional assessor and reviewed by a designee as recognized by the Appraisal Institute. The Project Director also worked on establishing the methodology of this appeal process and included recommendations on how to improve the appeal process and submission guideline given to PHAs.

UNITED STATES DEPARTMENT OF AGRICULTURE-RURAL DEVELOPMENT

The Project Director serves on a team of financial advisors that support of USDA's Rural Development portfolio in the implementation of its Multifamily Housing Revitalization and Voucher Demonstration Programs. Statement of



Page 2 of 3



Work includes reviewing summary of completed deals under FY 2007; developing a protocol for reviewing asset information and file preparation; review underwriting samples for FY 2007 demo deals; assist in developing a protocol for pre and post closing activities.

FEDERAL DEPOSIT INSURANCE CORPORATION, OWNED REAL ESTATE (OREO)

Ms. Garcia-Gratacos, as Project Director Directed and managed DEVAL's personnel as subcontractor to CBRE under the current FDIC OREO. The Project Director was responsible for all recruitment, assignments, management, supervision, reporting, quality assurance under this engagement. The Firms provides valuation, inspection and case writing support under this engagement.

FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVERSHIP ASSISTANCE CONTRACT

Directs and manages The Firm's personnel as subcontractor to various RAC contractors under their respective FDIC Receivership contracts. The Project Director was responsible for all the recruitment, assignment, management, reporting, supervising and customer interaction in this engagement

DEPARTMENT OF VETERAN AFFAIRS PORTFOLIO VALUATION

Ms. Garcia-Gratacos, as Project Director assisted in the development and implementation of a methodology for the valuation of the Department of Veterans Affairs portfolio. Collected and analyzed sales comparable data for vacant land. Properties included 176 Veterans Affairs medical campuses throughout the United States and Puerto Rico.

EDUCATION, LICENSES & MEMBERSHIPS

Education

- Juris Doctor from the University of Florida Levin College of Law;
- Master on Business specializing in Real Estate from the University of Florida Warrington College of Business;
- Dual Bachelors of Arts Degree in Public Administration and Criminal Justice from the University of Central Florida;
- Ms. Garcia is licensed to practice law in the State of Florida and in the District of Columbia.

Licenses

- Licensed Loan Originator: Arkansas, Florida, Idaho, Louisiana, Mississippi, New Mexico, Oklahoma, South Carolina, and Wisconsin
- Licensed Qualified Debt Collector Manager: Nevada and Tennessee
- Mortgage Banker Association approved Advanced Certified Residential Underwriter (CRU)

Memberships: Ms. Garcia is an active member of Urban Land Institute, the Appraisal Institute, and the National Association of Housing and Redevelopment Officials (NAHRO); Minority Business Enterprise Hispanic Chamber of Commerce, BBT Advisory Board Member



Lusby A. Sarmiento, Esq.

Manager

Ms. Lusby A. Sarmiento is a licensed attorney with a sound professional and educational background in management, real estate, legal title review, program development, affordable housing, compliance and law. A sound consultant, Ms. Sarmiento has a background in regulatory oversight and real estate law. Ms. Sarmiento has served as project manager on multimillion dollar projects for prestigious clients in the private and public sector. Ms. Sarmiento is licensed to practiced law in the Commonwealth of Puerto Rico and is an Authorized Public Notary in Puerto Rico.

PROFESSIONAL EXPERIENCE

DEVAL LLC

2009 to present

Senior Vice President

As a Senior Vice President of DEVAL, Ms. Sarmiento has a key role in overseeing and directing the Company's Government and Real Estate practice. In this capacity, Ms. Sarmiento has managed numerous complex projects for federal, state and local clients. Some of the key projects managed by Ms. Sarmiento include:

- Completing over 75,000 title reports for the FDIC
- Managing portfolios of over 725,000 residential loans valued at \$230 billion
- Provided technical assistance to over 3,000 PHA's nationwide through HUD's Information Resource Center
- Supported HUD-PIH operations for Hurricane Ike and Katrina disaster recovery response
- Produced and delivered Low Income Housing Tax Credit (LIHTC) training course to hundreds of HUD Multifamily Housing employees and lenders nationwide.
- Current direct experience providing Rental Assistance Demonstration (RAD) financial consulting services and development of actual RAD applications for conversions of public housing units to rental assistance sites.
- Served as key project liaison during the closing of 3 large financial institutions in PR on behalf of the FDIC
- Managed a complex project for the US Department of Treasury where the Team provided technical assistance in the design, implementation, and marketing of the newly created and appropriated Bond Guarantee Program under Treasury's Community Development Financial Institution (CDFI) Fund.

Prior to working at DEVAL, Ms. Sarmiento worked as a legal professional providing real estate services to private clients.

Key Clients:

Housing Authority of the City of El Paso, Texas, Navajo Housing Authority, US Department of

Housing and Urban Development, US Department of Treasury, Federal Deposit Insurance Corporation, Government National Mortgage Association, Selene Finance, LP, Eastdil Secured, Huron Consulting Group, Thompson, Cobb, Bazilio & Associates, Mission Capital, HSBC, RSM McGladrey, Matt Martin Real Estate Management, and Mir Mitchell and Co., among others.

Ms. Sarmiento also serves as Subject Matter Expert and Project Manager for a range of clients within DEVAL's Government Practice. Some of these clients include:

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC) – TITLE SUPPORT SERVICES

Ms. Lusby Sarmiento served as Project Manager and assisted the FDIC in conducting title searches, preparing title reports, performing curity of title and other supporting task for a portfolio of commercial and residential assets of failed or failing financial institutions nationwide. Ms. Sarmiento has extensive knowledge of title search, title review, federal, state and municipal recordation laws, and curity of title. To date, Ms. Sarmiento has provided legal expertise and project guidance for the process of completing over 75,000 nationwide title searches for the FDIC.

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT – PIH – OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT – MORTGAGE LIEN RELEASES

Ms. Sarmiento served as Project Manager and had overall responsibility for the success of this contract. Under this contract, DEVAL Served as HUD's national servicing expert for HUD's 312 Rehabilitation Loan Program. In this capacity, lien releases were processed based on a thorough review of title reports and legal documents. Once ownership is established, a lien release is processed.

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT – OFFICE OF MULTIFAMILY HOUSING PROGRAMS - MULTIFAMILY ASSET MANAGEMENT USE AGREEMENT COMPLIANCE REVIEWS

Ms. Sarmiento served as Project Manager on this engagement, where DEVAL assisted the U.S. Department of Housing and Urban Development's (HUD) Office of Multifamily Housing Programs in conducting compliance monitoring reviews of properties where the only business agreement in effect between the owner and HUD is a Use Agreement (UA). DEVAL completed an on-site investigation of multifamily property sites located nationwide, including Puerto Rico. In these projects, DEVAL was responsible for interviewing the unit tenants as well as the project owners in order to ensure facilities were in compliance with their Use Agreement. Further, DEVAL completed site inspections and ensured that the projects as well as the units were structurally sound, safe and sanitary.

US DEPARTMENT OF THE TREASURY- COMMUNITY DEVELOPMENT FINANCIAL INSTITUTIONS FUND (CDFI FUND) – BOND GUARANTEE PROGRAM

Ms. Sarmiento served as Project Manager for this engagement. DEVAL, as contracted by the US Department of Treasury was tasked with assisting the Community Development Financial Institutions Fund (CDFI Fund) by providing technical assistance in the design, implementation, and marketing of the Bond Guarantee Program, including developing Standard Operating Procedures (SOPs) in the areas of compliance, loan monitoring, risk identification and management, servicing and collection of distressed assets, and impact analysis; developing

performance goals and measures; developing templates and forms in these areas; and preparing analyses and templates of documents that will be needed throughout the compliance and monitoring process.

US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, PUBLIC AND INDIAN HOUSING INFORMATION AND RESOURCE CENTER

Ms. Sarmiento served as subject matter expert for the Information and Resource Center. Under this project, DEVAL, as the prime contractor to HUD, served as an information and resource center providing information to over 3,000 Public Housing Agencies (PHAs) nationwide, the Office of Native American Programs (ONAP), Tribally Designated Housing Entities (TDHEs), public and Indian housing residents/resident entities, HUD staff, and members of the public on various aspects of the public, Indian and assisted housing programs. Under this engagement, DEVAL handled over 10,000 calls per month in addition to hundreds of faxes, emails, letters and Congressional inquiries. In this capacity, DEVAL was tasked to assist HUD in meeting their disaster relief effort goals and assist hurricane Katrina, Ike and other disaster victims secure both temporary and ultimately permanent housing.

EDUCATION AND TRAINING

Ms. Sarmiento holds a Juris Doctor from the Interamerican University of Puerto Rico School of Law and a Bachelors of Arts Degree from the Interamerican University of Puerto Rico Arecibo Campus.

CERTIFICATIONS

Ms. Sarmiento is licensed to practiced law in the Commonwealth of Puerto Rico and is an Authorized Public Notary in Puerto Rico. Ms. Sarmiento holds an Advanced Certified Residential Underwriter (CRU) Specialist Designation from the Mortgage Bankers Association and is an active member of the Mortgage Bankers Association.

Ms. Sarmiento, a native of the Commonwealth of Puerto Rico, is fluent in Spanish.





Liza Ramos-Santos, Esq.

Alternate Manager

Ms. Liza Ramos-Santos is a licensed attorney with a sound professional and educational background in real estate, finance, housing and law. Ms. Liza Ramos-Santos, Esq. is the Director of Real Estate for DEVAL's regional office in the Caribbean and oversees all of DEVAL's government accounts in the Caribbean area, including the Commonwealth of Puerto Rico and the US Virgin Islands.

PROFESSIONAL EXPERIENCE

DEVAL LLC

2010- Present

Director of Real Estate

As the Director of Real Estate for DEVAL's, Ms. Ramos-Santos leads the real estate division for DEVAL's Caribbean Region. Ms. Ramos-Santos is responsible for managing and closing real estate owned (REO) properties for the US Department of Housing and Urban Development in the Caribbean region. In this capacity, she oversees all aspects of the federal REO closings and performs quality control on each closing. Some responsibilities include:

- Recorded, search and clear title for 10,000 properties in Puerto Rico 78 Municipalities.
- Communication between lenders, buyers, agents, asset manager, HUD, title search companies and attorneys, surveyors, inspectors underwriters and miscellaneous persons to accomplish a complete real estate transaction.
- Responsible for handling the escrow bank account for HUD; monthly reconciliations, daily accounting activities, and monthly reporting (which is a must for this important account)
- Responsible for the preparation for the monthly HUD audits, asset management reports, and client surveys that contribute to the performance grades received
- Provides closing and title search training to agents
- Received outstanding contract performance evaluations with HUD; have been stellar with consistently outstanding scores.

RELEVANT PROJECTS INCLUDE

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT – OFFICE OF MULTIFAMILY HOUSING PROGRAMS - MULTIFAMILY ASSET MANAGEMENT USE AGREEMENT COMPLIANCE REVIEWS

Ms. Ramos-Santos served as quality control and compliance specialist on this engagement, where DEVAL assists the U.S. Department of Housing and Urban Development's (HUD) Office of Multifamily Housing Programs in conducting compliance monitoring reviews of properties where the only business agreement in effect between the owner and HUD is a Use Agreement (UA). Under this engagement, DEVAL completed an on-site investigation of multifamily property sites located nationwide, including Puerto Rico. In these projects, DEVAL was responsible for interviewing the unit tenants as well as the project owners in order to ensure facilities were in compliance with their Use Agreement. Further, DEVAL completed site

inspections and ensured that the projects as well as the units were structurally sound, safe and sanitary.

FEDERAL DEPOSIT INSURANCE CORPORATION, TITLE SEARCH AND REPORT SERVICES

Ms. Ramos-Santos served as Senior Consultant under this engagement. Ms. Ramos-Santos assisted the FDIC in conducting title searches, preparing title reports, performing curity of title and other supporting task for a portfolio of commercial and residential assets of failed or failing financial institutions nationwide. Ms. Ramos-Santos has extensive knowledge of title search, title review, federal, state and municipal recordation laws, and curity of title. To date, Ms. Ramos-Santos has provided legal expertise in the process of completing over 75,000 nationwide title searches for the FDIC.

Prior to working at DEVAL, Ms. Ramos-Santos worked during two years for Mellado & Mellado-Villarreal, a mid size law firm dedicated to corporate and labor law, and general practice. In this role, Ms. Ramos-Santos provided services in the Practice in the area of labor law, contracts, collection of monies and notary practice. Experience in litigation of labor related cases before the Arbitration Bureau for the Department of Labor and Human Resources and Commercial litigation before the American Arbitration Association. Assisted Senior Associate in depositions, preparation of evidence for Pre Trial Agreements and other related legal writings as appellations and certioraris for the Court of Appeals and the Supreme Court of Puerto Rico. Assisted Senior Associate in adversary proceedings before the Bankruptcy Court for the District of Puerto Rico and legal writings for the Federal District Court of Puerto Rico.

EDUCATION AND TRAINING

Ms. Ramos-Santos holds a Juris Doctor from the Anti-American University of Puerto Rico School of Law and a Bachelor of Arts Degree in Pre-Law from the University of Puerto Rico.

CERTIFICATIONS

Ms. Ramos-Santos is licensed to practiced law in the Commonwealth of Puerto Rico and is an Authorized Public Notary in Puerto Rico. Ms. Ramos-Santos is an active member of the Mortgage Bankers Association and the National Association of Hispanic Real Estate Professionals (NAHREP). Ms. Ramos-Santos is also designated as the Secretary of Housing and Urban Development's Attorney in Fact since April 2016.

Ms. Ramos-Santos, a native of the Commonwealth of Puerto Rico, is fluent in Spanish.



Katiria M. Perez Lopez

Position title for the Contract:

**Attorney at Law – Notary Public
Manager**

Mr. Katiria Perez Lopez, Esq. is a licensed real estate attorney whose primary focus is real estate transactions, including the preparation and review legal documents relating to real estate, negotiate the terms and conditions of real estate transactions, and facilitate the transfer of titles. To this extent, Ms. Perez has completed over 6,000 real estate closings for DEVAL. Ms. Perez Lopez has over 24 years of experience in real estate law and has served prestigious clients such as HUD, Banco Popular, Moneyhouse, Rushmore Servicing, amongst others. Ms. Katiria Perez is licensed to practice law in the Commonwealth of Puerto Rico and is an Authorized Public Notary in Puerto Rico.

PROFESSIONAL EXPERIENCE

PROFESSIONAL EXPERIENCE

DEVAL LLC OF COUNSEL

San Juan, Puerto Rico

2009 - Present

Ms. Katiria Perez currently serves as Of Counsel for DEVAL LLC providing support in the areas of real estate law as it relates to the closing of real estate owned (REO) properties for the US Department of Housing and Urban Development in the Caribbean region. To this extent, Ms. Perez has completed over 6,000 real estate closings for DEVAL. In this capacity, Ms. Katiria Perez is responsible for:

- Accurately and effectively executed due diligence examinations, including title and survey examinations to insure a clean asset for the collateral.
- Rendered opinions on whether borrowers have met legal requirements to satisfy loan closing requirements.
- Drafted legal checklists & reviewed of loan closing documents and requirements necessary for potential borrowers to obtain and provide the agency in order to secure residential loans.
- Oversaw contract preparation and negotiation, title clearance and closing document fabrication while managing escrow funds and deal tracking spreadsheets
- Diligently and efficiently prepared and examined mortgage lending documents to insure compliance with FHA, HUD, VA, Fannie Mae, and Freddie Mac Regulations.
- Prepare documentation such as sworn affidavits, deeds of clarification, petitions to registry as well as providing title curity services.

KATIRIA M. PEREZ LOPEZ SOLO PRACTICE LAW OFFICES Ponce, Puerto Rico

Owner 2007 - Present

- Specialized in Real Estate and Property Law Attorney.

- Advised and counseled clients in all matters of Real Estate, Collection, Corporate, Employment, Administrative and Estate and Bankruptcy Law.
- Responsible for contract drafting, review and modification in Corporate and Real Estate matters.
- Represented Lenders in Foreclosure actions - including serving as Substitute Trustee at Foreclosure Sale.
- Represented borrowers in matters related to Declaration of Heirships.
- Recruited, supervised, motivated, and evaluated employees including clerical staff and paralegals.
- Met deadlines for pretrial procedures, trials, and appellate briefings by effectively utilizing attorney associates and support staff.
- Practice: Labor & Employment Law, Corporate & Contract Law, Torts, Wills and Trust Law, Collection Actions.

SOTO LEDESMA LAW FIRM

Attorney

August 2003 – 2007

Ponce, Puerto Rico

- Prepared documents for the creation and operation of private corporations and limited liability companies including articles of organization, organizational minutes, bylaws, and operating agreements.
- Met with clients to develop estate plans. Prepare wills and trusts. Assist clients with estate administration.

Law Clerk

December 2002 – August 2003

Conducted legal research and managed client interviews. Drafted Collection Letters and Collections Claims for Corporate Clients. Drafted memos on tax consequences of transactions from sources inside and outside of Puerto Rico and the United States. Responded to independent auditor's inquiries regarding contingent liabilities. Assisted Attorneys in litigation preparation and estate planning.

STORAGE TECHNOLOGY CORP.

MARKETING RESEARCH INTERN

1997 – 1998

Louisville, Colorado

Responsible for market research covering different products and market trends within the information storage market. Compiled and created marketing research materials, analyzed competitors, and presented reports to management on results.

STORAGE TECHNOLOGY CORP.

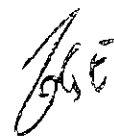
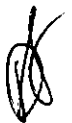
Accountant 1 Summers

1994 – 1996

Ponce, Puerto Rico

Maintained records and updated suppliers' account statements. Reported deviations in raw materials for actual and standard costs. Solved invoice problems. Applied the principles of accounting for the purpose of analyzing financial information. Prepared financial reports.

EDUCATION AND MEMBERSHIPS

JURIS DOCTOR

**University of Colorado School of Law
Boulder, Colorado-2000**

Bachelor of Science in Business Administration

Degree, Accounting

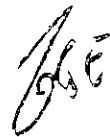
University of Colorado

Boulder, Colorado, 1997 (CUM LAUDE)

Member of University of Colorado Financial Management Association

PROFESSIONAL LICENSES AND AFFILIATIONS

- Licensed Attorney and Notary Public, Commonwealth of Puerto Rico- August 2003- Present.
- Licensed Attorney and Admitted to Practice in the United States District Court and United States Bankruptcy Court for the District of Puerto Rico- 2003- Present
- Licensed Attorney, State of Colorado- October 2002- Present.
- Member of the Colegio de Abogados de Puerto Rico (Puerto Rico Bar Association), Colorado Bar Association and American Bar Association.
- CPA exam completed successfully (license pending).





Juan Ramón Cancio Ortiz, Esq.

Position title for the Contract:

Attorney at Law – Public Notary

Mr. Cancio Ortiz is an attorney and notary public with over 35 years of experience in the practice of corporate and business law with emphasis in banking, municipal finance, securities, health and real estate law.

PROFESSIONAL EXPERIENCE

PROFESSIONAL EXPERIENCE

CANCIO COVAS & SANTIAGO, LLP
Founder and Managing Partner

2002-Present

Manage a private law practice.

- His practice is focused in the areas of corporate and business law, municipal finance, corporate finance, banking, litigation, real estate, securities, workouts, and mergers and acquisitions.
- Participated in numerous offerings of municipal and corporate securities, including swaps, hedges, and derivative products, since 1984.
- Involved in the determination of the taxation of such financial products.
- Acquired extensive experience in the taxation of financial products and transactions extends from Puerto Rico taxation to Section 501(c)(3) and Section 103 exempt financings under the Internal Revenue Code of 1986, as amended (the "Code").
- Familiarized with the impact of the sourcing requirements of the Code to transactions in Puerto Rico.
- Included in the list of approved Bond Counsel for the Commonwealth of Puerto Rico, particularly for the Puerto Rico Industrial, Tourist, Education, Medical, and Environmental Pollution Control Facilities Financing Authority, and has acted as Bond Counsel, Issuer's Counsel and Underwriter's Counsel in other agency offerings.
- Developed significant knowledge in the regulatory aspects of health law through his participation in the taxation of securities, particularly in the context of 501(c)(3) hospital financings. His expertise in this area was tapped by the government of Puerto Rico during its initial efforts to privatize the public health system.
- Led CC&S' representation of the GDB Debt Recovery Authority a newly formed statutory public trust and governmental instrumentality of the Commonwealth of Puerto Rico (the "Commonwealth") created pursuant to Act No. 109-2017, as amended, in receiving the Transferred Property (as defined herein) from Banco Gubernamental de Fomento para Puerto Rico (Government Development Bank for Puerto Rico) and issuing the 7.500% GDB Debt Recovery Authority Bonds (Taxable) due 2040.

- Led CC&S' representation of the Puerto Rico Aqueduct and Sewer Authority ("PRASA") in the issuance of approximately \$1,400,000,000 of its Revenue Bonds and the refinancing of \$284,755,000.00 of its Commonwealth Guaranteed Revenue Bonds in the public corporation's re-entry to the municipal bond market after a 20 year absence. In 2012, Mr. Cancio once again led CC&S representation of PRASA in the issuance of \$2,095,695,000 of its Revenues Bonds (Senior Lien) under an amended and restated Master Agreement of Trust.
- Involved in commercial litigation in the local court system and before the United States Court of Appeals for the First Circuit in numerous high stake cases involving multi-million dollar claims, including "bet the company" litigation. Specifically, Mr. Cancio has appeared on three (3) separate occasions before the United States Court of Appeals for the First Circuit and was successful in upholding the constitutionality of Act No. 109 approved by the Puerto Rico Legislature, on July 12, 1985, as amended, under the Dormant Foreign Commerce Clause, a case of first impression in the United States.
- Led CC&S efforts to successfully enjoin in local court the payment of a multi-million dollar stand-by letter of credit.
- Recently, after a trial that lasted three weeks, achieved a judgement in favor of his client, a shopping center owner, of approximately \$2,300,000.00 in contract damages against a supermarket chain owner who abandoned the premises after a fire. Before trial, counsel to the supermarket chain offered Mr. Cancio \$17,000.00 to settle the matter. Mr. Cancio has further filed a motion, presently pending before the Court, which, if granted, would raise the amount of damages to approximately \$2,800,000. Pending final adjudication, Mr. Cancio requested and was granted an order to attach funds of the supermarket chain. As a result, the full amount of the judgement is presently deposited with the Court.
- Published cases: American Express v. Municipio de San Juan, 120 D.P.R. 339 (1988); Citibank and Grupo Catalan de Inversiones, S.A. v. Grupo Cupey, Inc. and American International Insurance Company of Puerto Rico, 383 F. 3d 29 (1st Cir. 2004); Antilles
- Cement Corporation v. Anibal Acevedo Vilá, Governor of the Commonwealth of Puerto Rico et al, Puerto Rican Cement Co., Inc., Intervenor 408 F.3d 41 (1st Cir. 2005); Antilles Cement Corporation v. Luis G. Fortuño Burset, Governor of the Commonwealth of Puerto Rico, et al, Cemex De Puerto Rico, Inc., f/k/a Puerto Rican Cement Co., Inc., Intervenor 670 F.3d 310 (1st Cir. 2012).

MARTINEZ ODELL & CALABRIA

Partner

1983-2002

Co-Managing Partner

1996-2002

Proprietary Partner Member Executive Committee

1992-2002

Junior Partner

1987-1992

Associate Attorney

1983-1987

Practice is focused in the areas of corporate and business law, municipal finance, corporate finance, banking, litigation, real estate, securities, workouts, and mergers and acquisitions. Participated in numerous offerings of municipal and corporate securities, including swaps, hedges, and derivative products, among numerous other transactions.

EDUCATION AND MEMBERSHIPS

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University of Puerto Rico Law School (J.D. 1982)
Franklin and Marshall College (B.A., 1980)

PROFESSIONAL SKILLS

- Successfully managed complex and dynamic law firms for over 20 years
- Highly successful practitioner in the areas of Banking, Corporate and Municipal Finance, Real Estate and Health Law
- Represented largest Puerto Rico Banks and Investment Banks for over 35 years
- Represented governmental agencies and authorities in highly complex financing and financial matters, such as Government Development Bank for Puerto Rico and Puerto Rico Aqueducts and Sewer Authority
- Highly experienced in taxation of municipal bonds, mergers and acquisitions, sales of business and other transactional matters
- Successfully argued highly significant cases before United States First Circuit Court of Appeals, including case of first impression in the United States
- Trial Practice before courts of the Commonwealth, attaining significant judgements or settlements
- Native proficiency in English and Spanish
- Exceptional communications & interpersonal skills
- Drafting of complex transaction documents, public deeds and other notarial documents
- Negotiation and mediation skills
- Research, Data Collection, Data Analysis and legal research
- Vast knowledge- Word, Outlook, Windows, Power Point, and legal research platforms

PROFESSIONAL LICENSES AND AFFILIATIONS

- American Bar Association
- National Association of Bond Lawyers
- Admitted to Commonwealth of Puerto Rico Bar
- Notary Public for the Commonwealth of Puerto Rico
- United States District Circuit of Appeals for the First Circuit



Rodney W. Colón Ortiz, Esq.

Position title for the Contract:

Attorney at Law – Public Notary

Mr. Colón Ortiz is an attorney and notary public with over 20 years of experience in the practice of corporate and business law with emphasis in banking, municipal finance, securities, health and real estate law.

PROFESSIONAL EXPERIENCE

PROFESSIONAL EXPERIENCE

CANCIO COVAS & SANTIAGO, LLP

Partner

2002-Present

Partner and head of the Real Estate Division in a Corporate, Transactional, Banking and Finance Law Firm. Provides legal counseling to clients regarding urban planning, land development, residential, commercial and hospitality developments. Structured numerous asset purchase transactions, merger and acquisitions, and stock offerings. Skilled in negotiating and drafting transactional documents in connection with diverse real estate and land development transactions and asset purchase transactions, as well as hospital and medical facility purchases and leases. Drafts and authorizes the execution of numerous deeds and public instruments regarding the constitution of horizontal property regimes, public use right of ways, restrictive covenants of use, easements, superfiaciary rights, trusts and estates, urban development segregations, and transfer of real property. Drafted and negotiated loan and financing documents in connection with commercial real estate developments and other matters for the major leading commercial banks of Puerto Rico. Drafted and negotiated stock purchase agreements. Drafts and prepares loan modifications agreements with regards to special loans currently in work out. Discussed and analyzed special loans work out possibilities with bank officers. Supervised and carried out numerous due diligence reviews of corporate entities as part of stock or asset purchased transactions. Arranged the corporate compliance for various of CCS' corporate clients. Participated in the negotiations of dealer's agreements under Law 75. Drafted and negotiated numerous lease agreements for commercial buildings, from the tenant's and lessee's part, concerning the leasing of commercial buildings. Regularly attends to diverse proceedings before ARPE, OGPe regarding regulatory issues and before CRIM regarding the payment and clarification of property tax debts. Participated in the negotiations of the purchase and sale of defaulted promissory notes and drafted the pertinent contracts and agreements for such transfers. Vast experience in resolving issues concerning the recordation of real properties with the Registry of Property of Puerto Rico. Participated in the drafting of regulations to be implemented by administrative agencies of the Government of Puerto Rico. Drafted and prepared corporate organizational documents and attended corporate compliance issues for various corporate clients of the firm. Drafted legal opinions regarding the Puerto Rico Insurance Code.

MARTINEZ ODELL & CALABRIA**Associate Attorney****October 2000 - October 2002**

Member of the Corporate Law division. Drafted memorandums of law regarding environmental law, banking law, telecommunications law and corporate matters. Participated in due diligence review of various entities as a first step in a asset purchase transaction. Participated in arranging the documentation of the due diligence of various transactions. Drafted and prepared numerous due diligence memorandums. Drafted regulations to be adopted by a municipal government to implement a tax on telecommunication services. Drafted deeds and other transactional documents for a variety of dealings, such as mergers and acquisitions, loan agreements and stock purchases. Drafted transactional documents and negotiated such documents in connection with real estate transactions and the development of condominiums. Participated in various litigations involving the appeal of administrative adjudication of bids.

Hon. Juan M. Pérez Giménez, District Judge**Federal District Court for the District of Puerto Rico****January-May, 2000****Student Law Clerk**

Drafted orders resolving motions to dismiss the complaint, regarding Civil Rights actions, Tort actions and Labor discrimination claims.

Correa, Collazo, Herrero, Jiménez & Fortuño**May-August, 1999****Summer Internship**

Law Clerk in the Litigation Department. Assisted in the drafting of complaints, briefs and motions to the Federal District Court, as well as the Superior Court. Organized documental evidence, participated in answering interrogatories and other discovery proceedings. Researched the Delaware Corporations Law, the Racketeer Influenced and Corrupt Organizations Act, the Negotiable Instruments Law of Puerto Rico and the Puerto Rico Civil Code to draft law memorandums.

Law Office of Pedro E. Ortiz Alvarez, Esq.**June-August, 1998****Law Clerk**

Assigned to the Litigation Department and was involved in research of case law and statutory law applicable to the Federal District Court. Prepared memorandums of law on partnerships regulated by the Civil Code of Puerto Rico and its relevance to the federal Job Partnership Training Act.

EDUCATION AND MEMBERSHIPS**Pontifical Catholic University of Puerto Rico (1996)****Business School**

Ponce, Puerto Rico

Bachelor's degree in Business Administration with a major in Management.

Pontifical Catholic University of Puerto Rico (2000)**School of Law**

Ponce, Puerto Rico

Juris Doctor, graduating Cum Laude.

PROFESSIONAL SKILLS

- Structuring of real estate transactions.
- Resolving real estate recordation issues and problems.
- Drafting of real estate documents, deeds and mortgages.
- Urban planning, land development and land use matters.
- Proficient in English and Spanish
- Research, Data Collection, Data Analysis and legal research
- Vast knowledge- Word, Outlook, Windows, Power Point, and legal research platforms

MEMBERSHIPS, AWARDS AND RECOGNITIONS

Supreme Court of Puerto Rico 2001

San Juan, Puerto Rico

Admitted to the Puerto Rico Bar, as well as the Notary Bar.

Pontifical Catholic University of Puerto Rico 2000

School of Law

Ponce, Puerto Rico

Puerto Rican Law Review 1999- 2000

Pontifical Catholic University of Puerto Rico,

School of Law

Ponce, Puerto Rico

Member of the Drafting Committee, the Debate Team and Trial Advocacy Team.

American Bar Association 1998

Law Student Division

Notary Association of Puerto Rico 1997

Student Chapter Francisco Parra Toro

Founding member of the student chapter.

The Delta Theta Phi, International Law Fraternity 1997 Torruella Senate,

Student Body Government 1997-1998

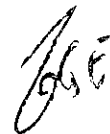
Pontifical Catholic University, School of Law

Class vice-president

The Sala Foundation 1997

Awarded a full scholarship for my Juris Doctor.

Awarded the Cum Laude medal.





Cristina Margarita García Hall, Esq.

Position title for the Contract:

Attorney at Law – Public Notary

Attorney and Notary Public with a broad background in financial and commercial transactions. A combination of law firm and private practice working with a wide variety of organizations. Possess highly proficient writing and verbal skills in English and Spanish, combined with excellent research abilities, public speaking and leadership skills.

PROFESSIONAL EXPERIENCE

PROFESSIONAL EXPERIENCE

CANCIO COVAS & SANTIAGO, LLP

Partner

December 2010-Present

Member of the Corporate Department. Counsels a wide range of private and public sector entities, including 501(c)(3) tax-exempt organizations, in a broad range of corporate transactions. Primarily engaged in the areas of corporate and commercial law, corporate and municipal finance, commercial lending, mergers and acquisitions, real estate, securities law, litigation, banking law, health law and administrative law. Participated in mergers and acquisitions, secured corporate and commercial finance transactions, debt restructuring and workouts, and general corporate counseling. Assists clients in various general corporate matters, including the organization of corporations, limited liability companies, and joint ventures, negotiation of commercial contracts, and corporate governance. Participated in transactions for the issuance of public and private debt and other securities, and represented both issuers and investors in venture capital formation transactions.

Puerto Rico Department of Sports and Recreation

Attorney I Legal Department

March 2010- November 2010

General Coordinator for Act No. 9 (2007) Transitory Employee Proposal, supervising 40 employees assigned to regional offices; assisted Director of Mayaguez 2010 Interagency Committee; served as Department and Central Government liaison for the 2010 Central American and Caribbean Games held in Mayagüez, Puerto Rico. As part of the agency's legal department, assisted the General Counsel in areas related to contracts, real estate, donations; legislative procedure, including drafting and revising bills, drafting public statements and appearing at public hearings.

Jorge Dávila Alvarado Law Office**Attorney****March 2010 to May 2010**

Conducted extensive legal research, prepared legal memoranda and court documents for commercial and civil litigation in the Puerto Rico State Courts and administrative hearings, specifically regarding distribution agreements and Act No. 75 (1964). Assisted in representation of varied assortment of local and international business entities doing distribution in Puerto Rico.

EDUCATION AND MEMBERSHIPS

Juris Doctor (2008)

Pontifical Catholic University of Puerto Rico School of Law

Bachelor of Arts, Social Sciences (2006)

University of Puerto Rico- Mayagüez Campus

Southwestern Educational Society (SESO) (2002)

PROFESSIONAL SKILLS

- Practice focused in the areas of Banking, Corporate and Municipal Finance, Real Estate and Health Law
- Represented private corporations, governmental agencies and public corporations in highly complex financing and financial matters, such as the GDB Debt Recovery Authority
- Extensive work in mergers and acquisitions, sales of business and other transactional matters
- Native proficiency in English and Spanish
- Exceptional communications & interpersonal skills
- Drafting of complex transaction documents, public deeds and other notarial documents
- Negotiation and mediation skills
- Research, Data Collection, Data Analysis and legal research
- Vast knowledge- Word, Outlook, Windows, Power Point, and legal research platforms

MEMBERSHIPS, AWARDS AND RECOGNITIONS

- Member, American Bar Association
- Admitted to Commonwealth of Puerto Rico Bar
- Notary Public for the Commonwealth of Puerto Rico





**Alvaro Polanco Quiñones, PE, BSCE,
RPA, PA
Land Surveyor**

Position title for the Contract:

PROFESSIONAL EXPERIENCE

PROFESSIONAL EXPERIENCE

PCA Engineering, Corp.

2002 to Present

Mr. Quiñones is the founder of the consulting and design engineering company PCA Engineering, Corp. and serves as consultant to DEVAL LLC.

During this time, he has carried out the following works: Raw Land Survey of different sizes in Ceiba, Hato Rey, Carolina, Cayey and Aguada, Urbanization Design for both the government and private enterprise, located in Cayey, Lares, Florida, Arecibo, Ponce. Construction of the Municipal Barracks of Ceiba, Improvements to the Air Conditioning System to the Center of Multiple Uses of the Municipality of Ceiba, Construction of twenty-eight residences in Villas de Montesol in Cayey, Structural improvements to the roof of IPR Pharmaceuticals in Carolina, Construction of "mezzanine" and improvements to the Gold Star electric system in Carolina. Design of the remodeling and improvements to the "site" of Parks of Cupey. Design of the remodeling and improvements to the "site" of San Juan View. Designs of the urbanization works of the Vista Hermosa development in Las Marías. Plots plans and surveys for banking since 2007.

L.A.P. Construction, Corp.

1999-2002

Consultant Engineer - Owner

Responsible for General Construction, Inspection Services, Field Studies and General Design
Field Studies for:

- Las Marias Aqueduct
- Orocovis Aqueduct
- Morovis Aqueduct
- 30 acres Survey and Topography for a new House Development in Cidra, P.R.
- 40 acres Topography for new Hotel
- Development in Rio Grande, P.R.

Design Project for:

- La Colina Development, Barranquitas, P.R.
- Improvements to PR-441, Aguada, P.R.
- Golden Valley, Vega Alta, P.R.
- Roosevelt Gardens, Ceiba, P.R.
- El Amal Drug Store, Carolina, P.R.
- Prepared the damage reports of Hurricane Georges of the Municipality of Mayagüez for FEMA

President - Hooper Construction Corp.
Carolina, Puerto Rico

1996-1998

Construction Projects:

- "Las Estancias", Cayey, P.R.
- "Centro de Usos Múltiples", Mayagüez, P.R.
- Municipality of San Juan - Modernization of
 - "Plaza Barceló"
 - "Plaza José Martí"
 - "Plaza Bolívar"
 - "Plaza Rafael Hernández"

Consultant Engineer

Municipal Government of Ceiba, PR

1994-1996

Design and Construction Inspections for the Municipal Police Court of Ceiba, P.R.

Consultant Engineer

Lebrón & Associates, San Juan, P.R.

1992-1995

Design of vertical and horizontal appurtenances of the four sections and the responsibility of the design of drainage for the Highway P.R.-66. Design of the Phase I and II of the conversion to Highway of P.R.-3, P.R.-17 and the design of urban development.

Consultant Engineer

Hernández Alayón & Associates, San Juan, P.R.

Design of the city planning "Villas de Quebradillas" in Quebradillas, "Villas de la Esperanza" in Juana Díaz. Design and of Julia de Burgos Park in Carolina, Rio Casei Park in Las Marías and "Parque del Pueblo" in Camuy.

Consultant Engineer

Mr. Miguel Pérez Villanueva

1992

Design and Construction Inspection of Los Rosales Cemetery

Civil Engineer

Andreu, García & Asociados, Carolina, P.R.

1988-1992

Involved in the design of drainage structures and appurtenances, estimate computations, preparation of books for bids, contracts, invoices, coordination with agencies for the following projects; PR-53 (Humacao to Yabucoa), PR-137 (Vega Baja to Morovis) and PR-26 ("Bridge over San José Lagoon). Geometric design and coordination with the agencies for the following projects; Plaza del Parque Shopping Center in Bayamón, Morovis Shopping Center, Bayamón Medical Plaza, Athletic Complex in Hatillo, Arroyo Industrial Park and Residential Complex in Morovis. Also, in the design of sanitary system and water distribution networks in Río Grande, Orocovis, Morovis, Las Marías and Naguabo.

Auxiliary Engineer

Eng. Santos Vega, Aguada, P.R.

1987-1988

Design and Construction Inspections of the Private Cemetery of Cabo Rojo and obtainment of the field data with electronic surveying instruments.

Auxiliary Engineer

Eugenio García & Asociados Mayagüez, P.R.

1986- 1987

Implementation of computer systems for the solution of engineering problems.

EDUCATION AND MEMBERSHIPS

University of Puerto Rico, Mayaguez Campus

Bachelor in Civil Engineering

Civil Engineering Department

July, 1988

MEMBERSHIPS, AWARDS AND RECOGNITIONS

- Civil Engineer and Land Surveyor - Num. 11189
- Real Estate Broker - Núm. C18425 "Colegio de Ingenieros y Agrimensores de P.R."
- American Society of Civil Engineers

EGE

[Signature]



Axel A. Santos Marrero, Esq.

Position title for the Contract:

Appraiser

Mr. Alex Santos Marrero is licensed attorney and notary public in Puerto Rico with over 18 years of experience in the practice of corporate and business law with emphasis in Real Estate and Commercial law. Mr. Marrero is a Certified Appraiser for Puerto Rico and Certified General Real Property Appraiser. Mr. Santos is an expert in single family residential appraisal, commercial appraisal, vacant land appraisal, residential projects appraisal, and special purpose properties appraisal and has valued properties. To this extent, Mr. Santos has completed hundreds of property inspections and appraisals throughout the island. Mr. Santos Marrero has a long-standing relationship with DEVAL and has provided its expert services for many years.

PROFESSIONAL EXPERIENCE

PROFESSIONAL EXPERIENCE

Senior Partner **April 2007 - Present**

Professional Real Estate Solutions

Specialized in single family residential appraisal, commercial appraisal, vacant land appraisal, residential projects appraisal, and special purpose properties appraisal.

Senior Partner

Santos & Associates October

2013- Present

Specialized in Real Estate Law, Commercial Law, Mortgage Law, Estate Law, Civil Cases. Handled complex real estate transactions related to single-family closings.

Real Estate Appraiser

March 2004 – April 2007

ODV Appraisal Group

Specialized in single family residential, commercial, vacant land, residential projects, and special purpose properties.

Account Executive

June 2001 – July 2003

Popular Mortgage

Specialized in loan origination, new business and mortgage consultant.

EDUCATION AND MEMBERSHIPS

Juris Doctor 2013

Interamericana University School of Law
San Juan, Puerto Rico

Real Estate Appraisal Education 2003-2009

Appraisal Institute/University of Puerto Rico

Bachelor in Business Administration 2000
INTERAMERICAN UNIVERSITY OF PUERTO RICO
SAN JUAN, PUERTO RICO
Major: Marketing

PROFESSIONAL LICENSES AND AFFILIATIONS

- Certify General Real Property Appraiser, # 256 CG
- Puerto Rico Licensed Professional Appraiser, # 1035 EPA
- Puerto Rico Licensed Real Estate Broker, #11490
- Attorney At Law in Puerto Rico, #19486
- General Member of the Puerto Rico Notary Association
- General Associate Member of the Appraisal Institute.
- FHA Approved Appraiser # pr114RC.
- Active member in Good Standing of the Puerto Rico BAR
- General Member of the "Colegio De Abogados" of Puerto Rico

REAL ESTATE APPRAISAL EDUCATION

- Advance Sales Comparison & Cost Approaches - Appraisal Institute Chicago Chapter, March of 2008
- Advance Applications - Appraisal Institute Florida Chapter, November of 2007
- General Appraisers Market Analysis and Highest and Best Used - Appraisal Institute Florida Chapter, September of 2007
- Report Writing & Valuation Analysis; Course 540 – Appraisal Institute Chicago Chapter, March of 2007
- Advance Income Capitalization, Course 510 – Appraisal Institute Chicago Chapter, October of 2006
- Uniform Standards of Professional Appraisal Practice (15 Hours) – Puerto Rico University, October of 2003
- Appraisal Mathematics – Puerto Rico University, May of 2003
- Residential Appraisal – Puerto Rico University, February of 2003
- Vacant Lot Appraising – Puerto Rico University, February of 2003
- Basic Appraisal – Puerto Rico University, January of 2003
- Eminent Domain – Puerto Rico University, January of 2003
- Appraisal Principles- Puerto Rico University, January of 2003





Gisell D'Orville

Position title for the Contract:

Title Investigator

Top-performing, highly experienced business professional with comprehensive background in legal title review, real estate closings, mortgage processing, and customer service to support a fast-paced, time sensitive, deadline driven work environment. Solid track record of job stability based on strong work ethic, efficiency and aptitude for multitasking. Effective leader and problem-solver with advanced communication skills and a hardworking mentality. Seeking to apply expertise and extensive experience in management and financial activities and to take on a challenging new role with a growing team. Dedicated to enhance any type of organization operations with an analytical and discipline approach. Able to work with minimal direction to solve problems, resolve conflicts and respond to superiors, peers and customer inquiries.

PROFESSIONAL EXPERIENCE

DEVAL LLC

2011- Present

Title & Closing Specialist

As a title and closing specialist for DEVAL's, Ms. D'Orville is responsible for the providing title review and closing support for real estate owned (REO) properties closed by DEVAL on behalf of the US Department of Housing and Urban Development in the Caribbean region. Some responsibilities include:

- Received title reports and examined the title for possible defects, and made requirements for agents for title commitment preparation.
- Communicated and collaborated with attorneys and lenders to resolve issues
- Researched land records and property tax records directly tied to a specific parcel of land.
- Performed in depth research and searches to retrieve key documents to prepare for clients including property restrictions, transfers of ownership and other notes on the properties history.
- Analyze property taxes.
- Review and analysis of title reports to detect legal issues regarding active liens or encumbrances.
- Review and analyze plot plans to detect encroachments or any other issues affecting the property.
- Review and analyze appraisals to make sure document complies with all FHA, FNMA, VA, FMCC, RHS regulations.
- Prepare legal documents for recording at the Registry after closing has occurred.
- Disburse seller funds using accounting system and cash management platform.
- Receive and work with clients to ensure a successful closing.
- Managed the daily log for production and assigned work to my department.
- Created invoices for our reports and provided direct support to clients.

PREFERRED MORTGAGE

2007 to 2011

Loan Processor Assistant, Guaynabo, PR

- Provided essential support to Processing Department and four loan processors with direct accountability for receiving, coordinating and dispatching mortgage loan applications for Conventional (conforming and non-conforming), FHA, VA, Rural Development and Construction

loans applying knowledge of current lending regulations to meet qualification standards and deadlines.

- Solicited and verified all property related documents including property taxes, appraisals, title search, and title insurance to ensure compliance with federal and state regulations, company policies, and other compliance obligations.
- Applied analytical eye to identify errors and/or omissions and followed up on any missing or deficient documents requiring direct interface with external stakeholders including title search companies, appraisers, realtors, financial institutions and law firms.
- Filed inactive mortgage loan applications; typed and mailed approval and denial letters to applicants.
- Prepared follow-up forms for each case and produced monthly production reports.
- Responded to client inquiries and served as go between with customers and senior management in regard to complex or difficult cases.
- Consistently met rigorous processing and turnaround goals handling up to 160 loan applications per month.
- Restructured processing review division. Established control mechanisms and follow up protocols reducing internal conflicts and bottlenecks regarding the flow of information.

DORAL MORTGAGE CORP.

1992 - 2006

Loan I Mortgage Processor, San Juan, PR

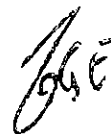
- Managed a heavy case load of refinancing and new loan applications to create an accurate financial picture of loan applicants to expedite loan approvals serving as liaison between underwriting and loan officer.
- Compiled, analyzed, and verified loan applicant information; evaluated income tax data, financial statement, employment status and credit worthiness via credit reports from primary agencies, title and appraisal data informing supervisor of any discrepancies.
- Submitted mortgage loan application files for underwriting approval and processed approved mortgage loan files to Closing Department.

EDUCATION AND MEMBERSHIPS

UNIVERSITY OF PUERTO RICO-Rfo Piedras Campus, San Juan, PR

BA-Economics AS 7 Banking, Finance and Insurance

AS -Interior Design





Bárbara Santos Velázquez

Position title for the Contract:

Title Clearance Specialist

Ms. Barbara Santos Velazquez is a title and closing specialist with over nine (9) years of experience in the real estate industry. Ms. Santos has been responsible for providing title review and title clearance services pursuant to the Puerto Rico title clearance laws and regulations, and other applicable federal and local legal requirements. Further, Ms. Santos is an excellent communicator with the ability to communicate at all levels within a project organizations. She is fully-bilingual and is able to work with minimal direction to solve problems, resolve conflicts and respond to superiors, peers and customer inquiries.

PROFESSIONAL EXPERIENCE

DEVAL LLC

Title & Closing Specialist

2009 to Present

As a title and closing specialist for DEVAL's, Ms. Santos Velazquez is responsible for the providing title review and closing support for real estate owned (REO) properties closed by DEVAL on behalf of the US Department of Housing and Urban Development in the Caribbean region. Some responsibilities include:

- Received title reports and examined the title for possible defects, and made requirements for agents for title commitment preparation.
- Communicated and collaborated with attorneys and lenders to resolve issues
- Researched land records and property tax records directly tied to a specific parcel of land.
- Performed in depth research and searches to retrieve key documents to prepare for clients including property restrictions, transfers of ownership and other notes on the properties history.
- Analyze property taxes.
- Review and analysis of title reports to detect legal issues regarding active liens or encumbrances.
- Review and analyze plot plans to detect encroachments or any other issues affecting the property.
- Review and analyze appraisals to make sure document complies with all FHA, FNMA, VA, FMCC, RHS regulations.
- Prepare legal documents for recording at the Registry after closing has occurred.
- Disburse seller funds using accounting system and cash management platform.
- Receive and work with clients to ensure a successful closing.
- Managed the daily log for production and assigned work to my department.
- Created invoices for our reports and provided direct support to clients.

Horizons Real Estate

2003 to 2009

Secretary

Responsible for phones, scheduling appointments, computing, filing, public attendance, preparations of contract and presentations. Bank statements reconciliations.

2001 – 2003

Bufete Soto Ledesma

Paralegal responsible for preparing contracts, including lease or rental agreements and closing documents.
Facilitating communication between the lawyers for buyer and seller. Negotiating real estate contracts.

American Express **2000-2001**
Data Entry

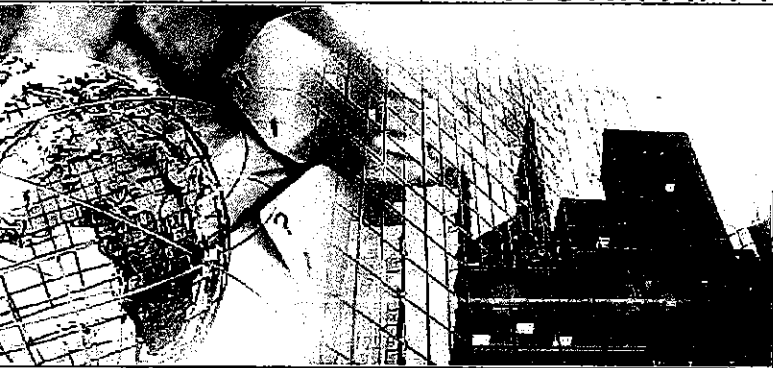
Bufete Soto Ledesma
Office Assistant – Special Job **1999-2000**
Manual about heritage distribution (partnership)

Banco Bilbao Vizcaya de Puerto Rico
Financial Planning & Reporting Department **1991 – 1999**
Prepare and analyze internal financial reports
Budget vs. Actual
Delinquency Report
New Loans Report
Cost Control Program Report
Some schedules for the Bank’s Board of Directors
Assisting in the preparation of the Bank’s Annual Financial Reports
Prepared external reports to regulatory agencies (Call Report for Federal Deposit Insurance Corp.)
Prepare other financial reports or information as per request of management
Prepared monthly journal entries of statistical accounts used in financial and regulatory reports

EDUCATION AND MEMBERSHIPS

Pontifical Catholic University of Puerto Rico, Ponce, Puerto Rico
Bachelor Degree in Business Administration - Major in Accounting

TAB 7 WORK APPROACH



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TAB 7 – WORK APPROACH

DEVAL is committed to meeting the immediate housing needs of the most vulnerable populations on the island, those affected by Hurricanes Irma and Maria. DEVAL's primary goal will be to support CDBG-DR program applicants and assist homeowners with the Title Clearance Program process while also assisting PRDOH with the important function in the successful management and oversight of the CDBG-DR program funds. DEVAL plans to achieve its primary goals through the use of an experienced management team and support personnel who not only have direct title clearance and related experience but are also experts in all matters related to the CDBG-DR program.

Below we describe our work approach in more detail.

7.1 Approach to the general administration and coordination of the efforts under the engagement with PRDOH

As consultants, we measure our success in terms of client satisfaction and achieving performance objectives. The first step to any assignment is to understand the needs of the client and its definition of success. To ensure coordination and proper

DEVAL has received excellent performance ratings related to administration and

collaboration during the performance of this contract, DEVAL will leverage its strong local presence on the island and will work hand-in-hand with PRDOH in assuring its goals are met. This presence supports the Team's ability to meet with the client as needed, as well as coordinate its internal activities (DEVAL's PR office location is less than one mile from the PRDOH offices). The Team—in particular, its leadership—intends to meet frequently with PRDOH, to ensure a mutual understanding of the expectations for the project. Kick-off meetings, progress meetings, status reports, and other standard protocols should reduce miscommunication and promote success in the work. The exact nature of the relationship will be designed in consultation with PRDOH. In this way, the team can make sure that the approach taken to manage the project and formulate strategies is tailored to PRDOH requirements and meets all contract requirements.

Below, we provide a work approach graph illustrating the administration and coordination workflow and describe its pertinent components.

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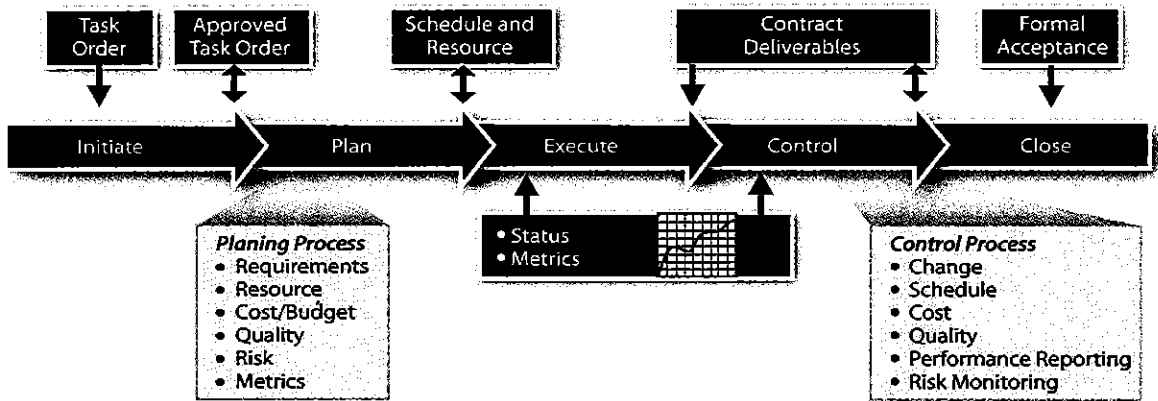


Diagram 1 Management Workflow

For the PRDOH Title Clearance Contract, DEVAL will manage the project as follows:

1. **Contract Issued** – Under the terms of the contract, this will detail both the activities/tasks and services as well as a list of all required deliverables and other contractual terms.
2. **Kickoff Meeting** - At the issuance of the contract, DEVAL will coordinate with PRDOH to host a kick-off meeting, which will include PRDOH designated staff, the Project Director, Project Managers, and other Key Personnel such as Department Leads. The PRDOH's goals, contract requirements, and objectives will be discussed and specifically addressed at the kick-off meeting. Additionally, the performance schedule, milestones, and deliverables will be discussed.
3. **Internal Kickoff Meeting** - Conduct an internal kick-off meeting with the Project Managers, Department Leads and other non-key staff to discuss roles, issues relating to necessary labor, supervision, materials, and tailoring of quality control plans to accomplish the requirements of the contract will be discussed.
4. **Finalize Personnel Roster** – Once the project is staffed (with key and non-key positions), a Personnel Roster will be finalized and employees will be provided with a Project On-Board Guide, which will include: project information, labor description, goals and objectives, start date, location, project's organizational chart and point of contact information.
5. **Reporting**

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- a. Daily, weekly, monthly and ad-hoc status reports addressing specific requirements and issues relating to individual project tasks will be provided to the Project Manager.
- b. Project Manager along with HR Director will conduct close monitoring of the team's performance schedules and hours under the contract throughout the project.

6. Contract Closeout

- a. Off-board employees – employees will be provided an off-boarding checklist, in order for the employee to confirm:
 - i. No PRDOH information has been kept
 - ii. All files saved in the provided laptop have been deleted
 - iii. DEVAL furnished laptop and materials have been returned
 - iv. No PII or sensitive information has been kept by the employee

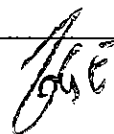
This comprehensive work plan, further described in the sections that follow, addresses all of the mission-critical elements and objectives of PRDOH for the CDBG-DR Title Clearance project. DEVAL offers PRDOH many unique features in our work plan.

A similar approach was successfully utilized for the FDIC when DEVAL was tasked with completing over 7,000 title reports in a period of six (6) months.

7.2 Implementation plan, describing in detail the methods, strategies and techniques that will employ in the delivery of the services describe in Attachment 2 (Scope of Service). (10 points)

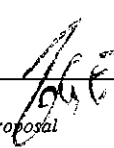
For the PRDOH contract, DEVAL proposes to manage and implement this contract centrally from our San Juan, Puerto Rico office location. Five (5) separate Departments (units) will be established: 1) Project Management Office; 2) Intake/Processing Department; 3) Legal Title Clearance Department; 4) The Appraisals and Valuations Department; and (5) Land Survey Department. All departments will work in silos through the integration of data held by DEVAL's proprietary title management system. Below we provide an overview of each of the Department's responsibilities:

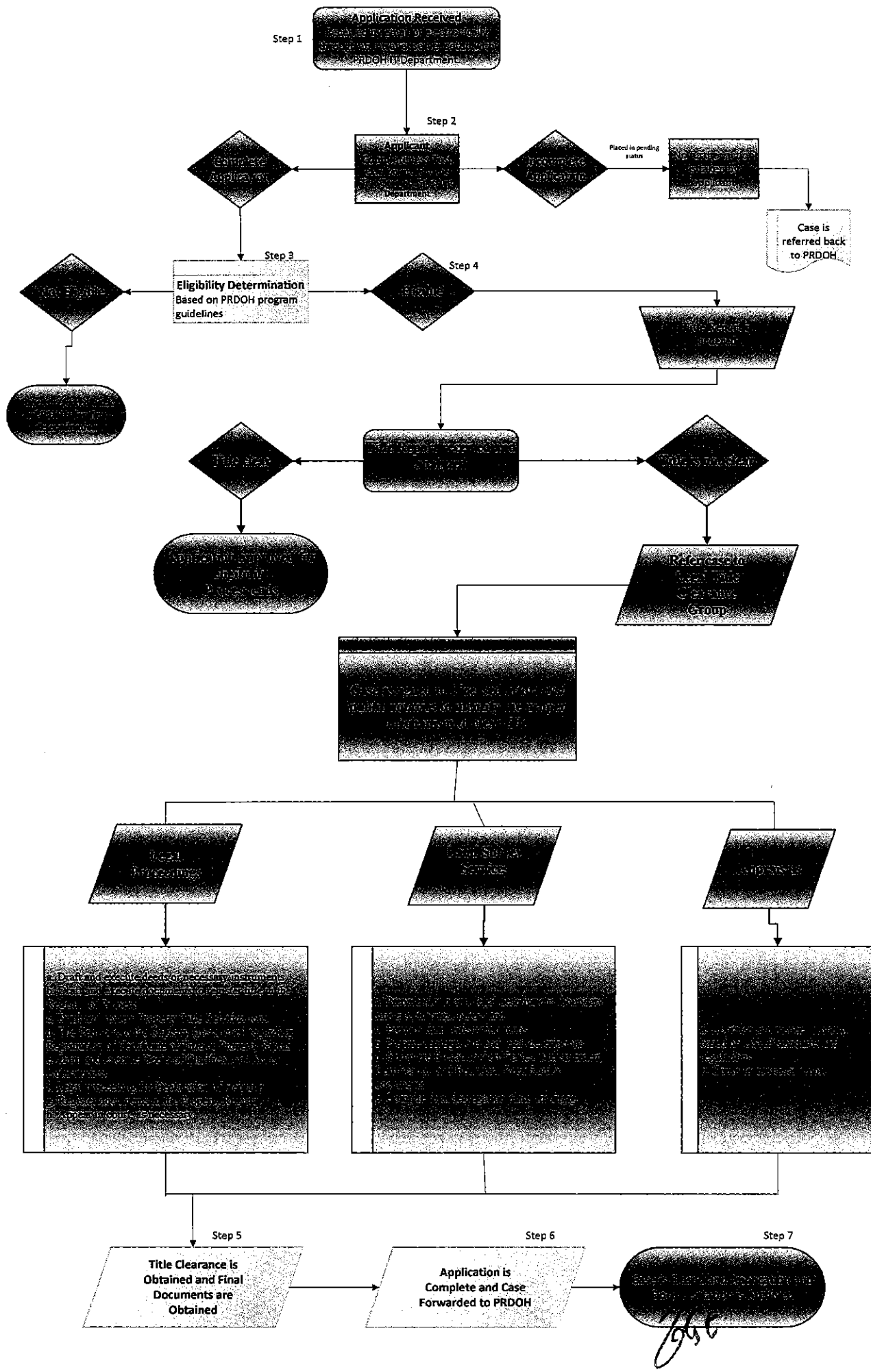
- 1. Project Management Office** - with the overall responsibility of overseeing the sub-Departments.



2. **Intake/Processing Department** – responsible for intake of program applications, processing, completing an assessment of the applications, ordering title reports, appraisals, land surveys, and referring legal cases to the attorneys.
3. **Legal Title Clearance Department** – responsible for analyzing title reports, identifying and resolving issues with title (liens, encumbrances, judgements and other potential legal matters related to clear title). Also responsible for the legal process of clearing title issues.
4. **Appraisal and Valuation Department** – responsible for completing appraisals and providing an estimate of value pursuant to local laws and regulations as well as federal regulations such as the Uniform Standards of Professional Appraisal Practice (USPAP).
5. **Land Survey Department** – responsible for researching, performing and analyzing land surveys related to the subject property per the application.

These Departments will work in harmony to implement the Title Clearance Program following the enclosed implementation plan.

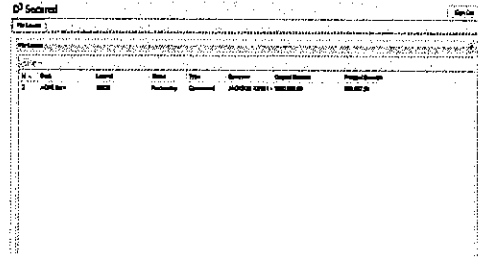




IMPLEMENTATION PLAN DESCRIPTION

STEP 1 – Application Received

- a. Received by email or electronically through an intranet server setup with PRDOH IT Department.
- b. Issued a unique identifier number and login credentials (user and password) for an online secured portal (D3) where a list of all the standard forms and the list of the application required documents are available in the form of a checklist.
 - i. Applicants will have the capability of uploading documents via D3.



Screenshot of D3 Secured Online Portal

STEP 2 – Applicant Completeness Test

- b. Case forwarded to the Title Clearance Specialist Department – Acts as a gatekeeper with overall monitoring and management of the other Departments. Upon receipt of an application:
 1. Performs application completeness test (has the application been submitted with all required documentation per program guidelines).
 - i. If not complete, application is placed in pending status.
 - ii. If no further action is taken by applicant, case is referred back to PRDOH for final determination with a recommendation that the case is incomplete as a final determination.
 - iii. If complete - program eligibility determination is made.

STEP 3 – Eligibility Determination

- a. Program eligibility determination commences based on PRDOH program guidelines.
 1. If not eligible, process stops and case is referred back to PRDOH for final determination.

STEP 4 – Eligible Applications are Processed

- a. Title Report is ordered.
- b. Title Report received and analyzed.

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1. Title clear – application approved for eligibility – process ends.
2. Title is not clear – refer case to Legal Title Clearance Group to handle all legal and procedural requirements to remove problems, liens and defects to title.
3. Licensed attorneys/public notaries from the Legal Title Clearance Department identifies the proper mechanism to clear title, including:
 1. Legal Proceedings:
 - a. Draft and execute deeds or necessary instruments to constitute a clear title.
 - b. Draft and execute documents to register title in the Registry of Property.
 - c. Draft and review Property Title Certifications.
 - d. File Petitions to the Registry (Instancias) regarding Registration of Certificate of Title or Property Rights.
 - e. Draft and execute Deeds of Clarification (Actas Aclaratorias).
 - f. Legal proceeding for Declaration of Heirship.
 - i. When there are issues establishing ownership and current owner is deceased.
 - g. Register documents in the Property Registry.
 - h. Appear in court, as necessary.
 2. Land Survey Services
 - a. Prepare plot plans, legal descriptions, boundary surveys, amongst others
 - i. DEVAL has the capability of completing land surveys utilizing the latest Global Positioning System (GPS) and satellite imaging to determine land boundaries.
Prepare final registration plans
 - b. Prepare segregations and legal descriptions
 - i. Establish segregation parameters, prepare legal descriptions, complete a topographic base mapping,



identify bodies of water, structures, existing utilities, roads, etc.

- c. Complete Elevation Certificates, Measurement Certification and Boundary Rectification documents
- d. Compile final segregation plans for filing

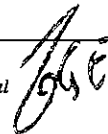
3. Appraisals –

- a. Appraise and inspect property based on Uniform Standards of Professional Appraisal Practice (USAP) standards and regulations as well as any and all local standards.
- b. Compile appraisal report
 - i. To include: comparable based on a direct sale methodology or cost approach depending on applicability
 - ii. Include description of property (number of bedrooms, bathroom, lot size, etc.)
 - iii. Include photographs of subject property and locations as well as map of location of each (GPS and satellite images can be provided in special circumstances).
 - iv. Identify the highest and best use and provide an estimate of value
 - v. Provide any other pertinent information related to the subject property

STEP 5 – Title Clearance is Obtained and Final Documents are Obtained

STEP 6 – Application is Complete and Case Forwarded to PRDOH

STEP 7 – Case is Closed and Application and Documentation is Archived



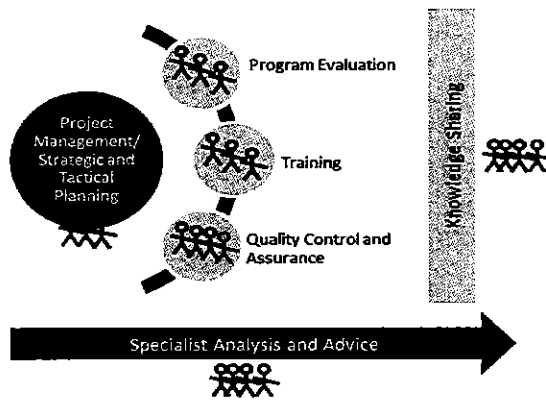


Diagram – Matrix Organization

From the top, the Project Director along with the Project Manager (Manager) and the Alternate Project Manager will be responsible for the overall management of the personnel and compliance with the terms of this contract. Reporting to the Manager will be the Department Leads and in turn, the area specialists, such as the Title Investigators, Title Clearance Specialists, Attorneys, Appraisers, Land Surveyors, etc.

For this engagement, we propose a team of professionals specifically selected for their vast knowledge and practical experiences in the core services needed to help the PRDOH meet its objective. Our proposed DEVAL Team includes the following:

Principal - Project Director – Ms. Deborah García-Gratacós, Esq.



Our proposed organizational structure will enable stable project leadership, vesting the Project Director, Ms. Deborah García-Gratacós, with overall contract responsibility. As a Project Director, with over 15 years managing extensive contract relations and a licensed attorney specializing in real estate, Ms. García-Gratacós, will utilize a network of contacts and industry experts located throughout the Island to provide expert services.

Signature

Signature

Manager – Lusby A. Sarmiento, Esq.

Alternate Manager – Liza Ramos-Santos, Esq.



A critical success factor for this contract is effective, organized, and expert Project Management.

The complexity of this project requires sophisticated project management not only to coordinate the activities at each department, but also to develop the project and manage its implementation within PRDOH's strategic framework. For this contract, we propose a Manager who is a licensed attorney in Puerto Rico with over 10 years of experience running large multi-million dollar complex contracts for the FDIC and HUD. The Manager will be responsible for coordinating the contract tasks and ensure compliance with all deliverables under this contract.

We also propose a strong supporting Alternate Manager, who is a licensed attorney in Puerto Rico and currently serves as Director of Real Estate in the Caribbean Region; who has closed over 10,000 real estate transactions on the island. The Alternate Manager will provide project management support and will assume all Manager responsibilities during the Manager's absence. Both the Manager and the Alternate Managers are licensed attorneys and public notaries in Puerto Rico.

Department Leads – Senior Level Professionals

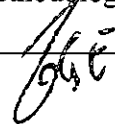


Department Leads will be assigned for each of the functional areas of the Statement of Work (SOW). It is anticipated that five (5) Departments will be established - Program Management Department, Intake/Processing Department, Legal Title Clearance Department, Appraisal and Valuation Department, and Land Survey Department.

Quality Control and Compliance Team



Quality control and compliance is an integral part of all DEVAL's work. Our ability to be a premier professional services firm stems from proven performance methodology and quality



practices adopted firm wide. Our Risk Management/Quality Control and Compliance Managers will be responsible for overall quality assurance and compliance with all applicable laws and regulation throughout all Departments and during the performance of the contract.

Working teams



It will be the responsibility of the Manager and Department Leads to select the members of the working team for specific areas of the project.

Non-Key Personnel



We have two primary goals for staffing and managing this engagement. The first is to provide the strongest possible team of professionals with the training, skills, knowledge and experience to get the job done effectively and efficiently. The second is to create a project culture of success and achievement that optimizes staff performance, continuous learning and staff retention over the life of the project.

We are confident that our proposed organizational structure will:

- Offer strong corporate involvement and day-to-day leadership by the Manager, ensuring strong technical direction and management control.
- Provide a single-point of accountability and authority, ensuring that PRDOH management always knows who to contact regarding contract questions.
- Stress clear and direct lines of responsibility and accountability.
- Provide immediate access to all team resources, maintaining the capability for quick turnaround and flexibility regardless of the skills or expertise needed.
- Ensure horizontal integration, planning, and interfaces between tasks and functional systems.

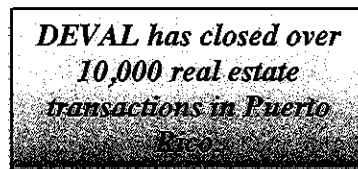
Our staffing plan is supported by our strong ties to the community. DEVAL has the capability to hire professionals in the real estate sector resulting from professional relationships DEVAL has cultivated in the almost 10 years it has done real estate related business on the island.

b. Attend periodic meetings as required to discuss tasks assigned and their status.

Collaboration and communication mechanisms are key in ensuring effectiveness in our Team's response to technical directions and comments. DEVAL's approach to ensure continuous and efficient communication between team members and the Government staff starts with the management team. DEVAL's management team will continually monitor the execution of each task and ensure a constant flow of communication among team members and PRDOH personnel. Periodical meetings, conference calls, online discussion, email, and various other means of communication will reduce miscommunication and promote success in the work. After each meeting, DEVAL will provide detailed outlines of each meeting to the appropriate personnel and provide backup to support each discussion. DEVAL is dedicated to providing accurate and timely information that will assist PRDOH achieve the goals set forth in this project.

c. Becoming thoroughly familiar with PRDOH Title Clearance laws and regulations, and other applicable federal and local legal requirements.

The DEVAL team, who has been in the island for almost 10 years conducting real estate business, is comprised of industry leaders that are versed in Puerto Rico title clearance laws and regulations, and other applicable federal and local legal requirements. More specifically, our strategic teaming partner and first tier-subcontractor, Cancio, Covas & Santiago, LLP, a mid-size Puerto Rican law firm, brings over 16 years of experience in the complex laws and regulations involving real property in Puerto Rico. This firm has served public and private clients on all

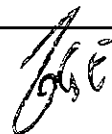


aspects of the real estate industry and is prepared to provide expert legal title clearance services under this contract.

Further, in order to ensure knowledge sharing and that each Department is working in harmony, each Department will be guided by a set of standard operating procedures outlined in the DEVAL Source Book. DEVAL, along with feedback from the PRDOH and in conjunction with the attorneys at Cancio, Covas & Santiago, will compile a Source Book for each Department which will contain an outlined a Step-by-Step methodology in compliance with all applicable laws and regulations, which will be used in order to successfully support the PRDOH during the different areas of the application, including 1) Title Clearance and Support Services, 2) Appraisals and Valuation, 3) Land Surveys, and 4) Legal Support Services. These proprietary Source Books have been a compilation of best practices and were created for DEVAL personnel working on various projects for clients such as the FDIC and HUD. The Source Books will be available to project managers and team leads through our company Intranet, and can be customized and tailored as needed.

The Source Book created for the PRDOH contract will deliver three tools to DEVAL's project managers:

- Internal Process Diagrams: The diagrams highlight action steps necessary for developing project strategies and executing all aspects of the Department assignments (i.e. how to order and analyze a title report, appraisal, plot plan, etc.).
- Roles and Responsibilities: The parties responsible for each action step (e.g., project manager, team lead, quality control, accounting, HR) are identified in sequence, along with their affiliated responsibilities and contact information.



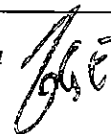
- **Deliverable Tools:** Project forms (including title report template, appraisal template, plot plan template, contracts, schedules, budgets, spreadsheets) associated with each action step are provided, as appropriate. Standard forms are customized to each client's unique needs. In some cases, two or three versions of one form are included to present several options.

The Source Book will also serve as a valuable training tool, shortening the learning curve when bringing on new personnel, and ensuring consistency throughout the execution of all tasks. The project processes and deliverables are already established; training can be conducted quickly and efficiently allowing new employees to integrate effectively.

Using similar Source Books, DEVAL has successfully coordinated and managed over 43 large and complex contracts for both the private and public sector. On these engagements, the Team received excellent performance ratings related to task scheduling, cost control, quality assurance/control, and reporting.

d. Producing reports to serve as a summary of work with each invoice

Throughout the performance of the contract, Department Leads, along with the Managers will be responsible for compiling daily, weekly, and monthly status reports addressing specific requirements and issues relating to individual project tasks, which will be provided to the Project Manager. DEVAL anticipates the use of its proprietary system in order to manage all applications received and track all services ordered under each application. This system will mirror the pricing proposal and will allow the subcontractors/vendors to check-off with an a-la-carte menu of services performed (data point driven) mirroring the already approved PRDOH pricing schedule. This would not only allow DEVAL to track subcontractor invoices and costs, but will also allow us to perform a reconciliation of accounts on an application and project level.



DEVAL has used its proprietary system on portfolios of loans valued at over \$230 Billion.

DEVAL has experience with reviewing, tracking, and monitoring invoices, requests for payments and change orders. The Team's project cost specialists are experienced in managing and reporting on all project costs. Our experience includes tracking; budgeted costs; cash flows; pending and approved change orders; forecasted cost; potential cost risks; and cost to complete. This includes managing all accounts receivable and payable, invoice preparation and management, and verification of all costs associated with a project.

These reports will assist our Team in preparing for and addressing unexpected situations as they occur. The information provided from these reports will be gathered by the Project Manager and used to compile all PRDOH required reports. These reports will address all performance requirements of the RFP. We believe this level of reporting will assist the team in staying abreast of the project's development and allow us to take proactive measures in addressing problems and in recommending solutions.

The screenshot displays a complex software interface for project cost management. It features several panels: a top navigation bar, a central data table with multiple columns for cost categories and amounts, and a right-hand sidebar with various filters and controls. The data table includes rows for different cost types, with some cells containing numerical values and others containing descriptive text. The overall layout is professional and data-oriented.

Sample Report

7.2.2 Legal Title Clearance Services (Task 02)

DEVAL understands that there are many issues and problems that can be encountered during the performance of a title report that can create “clouds” on title and can prevent program applicants that have been affected by the current disasters to establish the required ownership and rights to the real property. DEVAL has completed and analyzed over 200,000 title reports nationwide and are versed in the standard industry steps in conducting, analyzing and obtaining a clear title.

However, in Puerto Rico, DEVAL understands that the jurisdictional processes and civil law requirements require modification of our standard processes. DEVAL, having been in the island for the past nine (9) years, has a thorough understanding of these intricacies and has successfully completed over 10,000 title reports throughout all of the municipalities, including Vieques and Culebra. Our team has worked with licensed attorneys (including notarios públicos), real estate investors, banks, insurance representatives, private lien holders, contractors and builders, accountants, government and, of course, home buyers throughout Puerto Rico and the Virgin Islands.

For the PRDOH program applicants that have encountered issues establishing ownership, DEVAL is able to provide support services that can assist during the title clearance process, including issues such as:

- Existing liens
- Judgements against a current property owner
- Past due taxes
- Easements for utilities
- Property setback lines
- Joint tenancy
- Probates
- Inheritance limitations or restrictions

DEVAL will work with its network of local licensed attorneys and public notaries to handle all legal and procedural requirements necessary to remove problems, liens and defects to achieve title clearance.

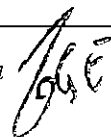
7.2.3 Land Surveyors (Task 03)

The DEVAL Team has a network of licensed land surveyors who are members of the Colegio de Ingenieros y Agrimensores de Puerto Rico with an impeccable reputation of providing all types of land surveying services, including (but not limited to) boundary and topography surveys, large and complex ALTA surveys, completing segregation plans, drafting and analyzing legal descriptions and boundary surveys and working knowledge of a range of technical software.

DEVAL will work with its network of licensed land surveyors in order to manage the process of ordering land surveys, plot plans, final registration plans and any and all services needed by PRDOH.

a. Management and coordination

DEVAL understands that the complexity of this project demands strong management and open channels of communication between team members, vendors and subcontractors, including land surveyors, appraisers, attorneys, public notaries, etc. One of the value add considerations is that DEVAL has Memorandums of Understanding (MOU)'s and solid business relationships with its vendors for over nine (9) years—in other words- we did not just put a team together to respond to this RFP. We have had existing relationships with: 14 local licensed real estate law firms; 40 single family appraisals professionals (most of which are on the FHA/VA/Fannie/Freddie approved appraisers); and six (6) land surveyor companies. With that in mind, DEVAL as the prime contractor, will provide continuity of operations which will only benefit PRDOH. In order to ensure the process flow works in silos; we conduct objective oversight of vendor performance, and maintain quality control of all our proposed subcontractors and vendors work product. Additionally, DEVAL is committed to mentoring and training new vendor partners to



ensure a long-term benefit, above and beyond the PRDOH's contract award. Specific vendor management, coordination and control procedures that will be implemented by DEVAL include:

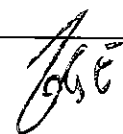
- 1) Regular monitoring of technical quality, cost and performance of the vendor through review of vendor work and reports and through approval of vendor invoices prior to processing.
- 2) Approval of vendor staff. DEVAL will have authority to approve staff employed by all vendors on this contract.
- 3) Vendor compliance with the tenets of DEVAL's methods for quality management. Each vendor will be required to prepare products consistent with the overall contract plan and submit them to DEVAL for review and approval.

DEVAL also believes in regular and frequent contact with the vendor managers, both in person and by telephone, to discuss project status, progress and problems.

Ensuring Competition in Subcontracting

DEVAL believes in competition of subcontract work in order to ensure that the Government is receiving an acceptable product at a competitive rate. Our Team has established a process for ordering of work from vendors. DEVAL has created a procurement process to allow our approved vendors to bid on different items within the scope of work if their skill set applies (ex. bidding on plot-plans, appraisals). Our process is generally described below.

- a. **Collection of third-party internal forms** – DEVAL requires signed Confidentiality Agreements and Non-Disclosure Agreements from vendors prior to start the bidding process.



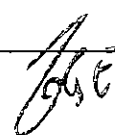
- b. Information Provided to Vendors** – after the forms are received, DEVAL circulates amongst the vendors a proposed scope of work and template forms of services being procured.
- c. Bidding Process** – Vendors submit their pricing and technical response per task orders. Our Team evaluates their responses based on reliability and previous work products.
- d. Final Selection**– the winning vendors are selected and notified.

DEVAL has implemented this procurement system on two FDIC contracts and subcontracted over 4,000 BPO's and over 3,200 site inspections.

Reviewing & Approving Vendor Cost Submissions

DEVAL is committed to providing quality subcontract management throughout the life of this contract. Our proposed subcontractor Cancio Covas & Santiago (CC&S), has a long history of service with DEVAL. CC&S is trusted by DEVAL and has in-depth knowledge of Government processes-specific to real estate consulting services, project and program management services. Further, proposed vendors have been working with DEVAL for over nine (9) years, including land survey companies, title companies, law firms, and appraisal companies, amongst many others. In general, DEVAL maintains the following system in reviewing and approving subcontractor and vendor cost submission:

- Review of Statement of Work, all constraints imposed on the vendor will be clearly identified in the Statement of Work, including schedule and budget constraints; each subcontract will contain appropriate terms and conditions;
- DEVAL will review all vendor invoices and payments, subject to the invoices being delivered to DEVAL in an acceptable format for consolidation and remittance;



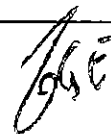
- Review of the existing task order (what was ordered or agreed per subcontract agreement) each subcontractor/vendor will have requirements for quality clearly identified to it in the Statement of Work, including the requirement to allow independent quality inspections of materials and processes; all products and services provided by the subcontractor will be subject to the acceptance of DEVAL and PRDOH;
- Review of rates or cost items, review of all costs, reconciliation of invoices against the scope of work identified in task order;
- Review and discussion of findings if any on the vendor invoice-if no findings, approval of invoice, recording of payments made, and task order close out;

In addition, all DEVAL vendors will be supervised by the Program Managers. Vendor services will be reviewed as part of DEVAL's overall QC Plan and problems and their corresponding corrective actions will be communicated to the vendor by the Project Managers. Vendors will provide a variety of reporting and oversight to the Project Managers, including:

- Monthly Progress Reporting
- Weekly Cost Account Level Progress Reporting
- QC Reviews
- Progress Reviews
- Contractor Issues Meetings
- Milestone Reviews.

In the event that vendor performance does not meet expectations, the Project Managers, in consultation with the PRDOH, may remove a vendor from the overall team and replace with another equally qualified vendor.

b. Land Survey, Plot Plan and final registration plans



DEVAL has ordered and reviewed over 40,000 land surveys relating to single family closings of single family properties in the United States and Puerto Rico. Under this engagement, we will ensure that a survey compliant with the American land title association survey, also known as an ALTA survey, is conducted in order to provide PRDOH with specific locational information pertaining to their issuing a property title and potentially mortgage insurance. An ALTA survey will detail property lines, identify the specific location of additions and improvement, identify easements and utilities (electrical power, potable water, sewer, telephone and other services), identify conditions and geographic features that affect the property. Each survey will support the program applicants' submission; and once approved by PRDOH will be analyzed to support title meets and bounds on the title report.

c. Segregation and Legal description

Segregation or severance of land often known as consent occurs when a parcel of land is subdivided. Common examples of such in single family transactions occur when: 1) The division or severance of a single lot or parcel of land into two or more parcels or lots; 2) Adding to a lot, making it larger than its current size; or 3) Getting a right-of-way over an adjacent property for access.

Our experience with severance of land, has been with a range of single family and complicated commercial transactions wherein subdivisions were built. We reviewed surveys, ensured that the severance of the lots were properly recorded and that the title was marketable and insurable utilizing the guidelines of the College of Engineers and Surveyors of Puerto Rico. As an underwriter and broker to Old Republic Title and Fidelity National Title, DEVAL and its team of title experts are versed in ensuring that severed lots meet proper survey points and plans, and that such are incorporated into the legal description in the note and collateral supporting documentation. In cases where more complicated topography elements are included in the severance, DEVAL's teams work with licensed engineers experienced in land and survey matters to ensure accuracy.

7.2.4 Appraisals (Task 04)



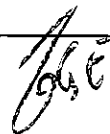
a. Appraise and prepare appraisal and appraisal review reports in accordance with the Uniform Standards of Professional Appraisal Practices, and federal and local enactments.

DEVAL has an in-house valuation team charged with overseeing the property valuation process. This team is highly experienced in property valuation. Multiple values may be requested from our local appraisal team on a single property to ensure the integrity of values provided. The Valuation Team reconciles all inputs related to each property and formulates the "Best Value" that should be used when marketing the property. A proprietary system (D3) is utilized as the single repository for all values on a given property throughout the servicing and property disposition process. D3 contains the data related to the property as well as a link to the actual BPO or appraisal and any pictures received in compliance with Uniform Standards of Professional Appraisal Practice (USPAP). DEVAL has a Memorandum of Understanding (MOU) with over 40 licensed appraisers in the island that have specific market experience. In the Puerto Rico market, this boots on the ground experience is essential since neighborhoods and municipalities are unique and comparable recorded sales are difficult to come by.

b. Appraisal reports must include cost, direct sales, and/or income capitalization approaches depending on applicability. Where necessary, obtain title reports for the subject properties as required; review reports for additional interests and conditions.

DEVAL has experience in completing, reviewing and overseeing thousands of appraisals for single family and multifamily assets. There are three valuation approaches to valuing properties: Income, Sales and Cost approach. As it pertains to this scope of work, where program restrictions require a valuation of the asset; the most frequently used and accepted approach to determining value of single family assets, is the sales comparison approach. This approach to value bases its opinion of value on what similar properties (otherwise known as "comparables", or "comps") in the vicinity have sold for recently. Certainly, depending on the condition of the asset, income capitalization may be required when repairs are needed. DEVAL has worked on valuations requiring income capitalization justifications wherein investors conditionally approved finalizing when assets required capital improvements. Examples of such programs would be the HUD-203K mortgage program.

c. Perform an inspection of the subject property. The inspection should be appropriate for the appraisal problem.



DEVAL has inspected over 250,000 properties nationwide and in Puerto Rico. For this engagement, where appraisals are required, our appraisal team will conduct an inspection of the subject externally and internally per USPAP requirements. Date/Time stamped pictures will be taken of the subject and of the comparables used to complete the report. General turnaround of appraisal is approximately seven (7) days.

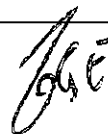
7.2.5 Title Investigators (Task 05)

DEVAL is experienced in analyzing real estate data and conducting title searches nationwide, including the Commonwealth of Puerto Rico, and its staff is versed in the Puerto Rico Registry of Property (Karibe) System. A full title search is ideal in order to identify any outstanding liens, mortgages and judgments recorded against the property including copies of all relevant documents in the chain of title. Information in a title search will include, at a minimum:

- Chain-of-Title Ownership Search (search to cover at least four (4) owners back in time)
- Current Ownership Search with a copy of Deed
- Open Mortgage Search and Mortgage Assignments Report (against current and previous owners)
- Open Lien Search (against current and previous owners)
- Tax Payment Status and Tax Delinquency Search
- Bankruptcy Search
- Pertinent document copies
- Market Estimate and Comparative Analysis

The search will also contain any and all liens and encumbrances, satisfaction of liens and satisfaction of mortgages, Plat map (if available), material liens filed by contractors, Home Owner Association (HOA)/Condominium Owner Association (COA) information (Declarations, Covenants & Restrictions), utility easements, encroachments, and changes in legal description of the property, search of all public records to verify information of any pending cases in court, bankruptcy court, and all judgments of record (Federal, State, Local) against the current owner.

As it relates to filing deeds, DEVAL understands how to file deeds in various municipalities in Puerto Rico. As closing agent for the U.S. Department of Housing and Urban Development (HUD), DEVAL has completed over 35,000 closings of which 10,000 closings were completed



DEVAL has experience conducting field work and communicating with the public on real estate related matters. In fact, DEVAL was responsible for interviewing several members of the public when it was assigned a portfolio from a banking client who did not have property documentation in file for foreclosure processes. DEVAL had to research each loan file and ensure that the data points provided were consistent with the legal documents and report on inconsistencies. Another project which DEVAL worked on was for U.S. Department of Health and Human Services, where DEVAL was responsible for debt collection and had to interview and complete applications where inconsistency occur.

b. Assist in evaluating cases to determine applicants' eligibility in accordance with PRDOH Title Clearance laws and regulations, and other applicable federal and local legal requirements.

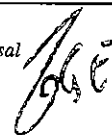
DEVAL is able and capable of following PRDOH Title clearance regulations in confirming with Federal and State and local legal requirements. As it relates to evaluating cases and determining applicants' eligibility, similar to other engagements, DEVAL will follow guidelines to ensure eligibility with program guidelines. A detailed workflow has been provided as to the eligibility process in Section 7.2 of this proposal.

c. Collaborate in the investigations leading to the repossession of vacant or abandoned parcels, swaps, cessions, zoning, changes of use, applications of property titles, leases, utilities permit and segregations.

In instances where an investigation is initiated leading to the repossession of vacant or abandonment of lands or other related situations, DEVAL will collaborate and cooperate with PRDOH by providing support in the investigation. DEVAL has worked on high profile projects for HUD, FDIC, USDA, VA where a investigations and or inquiries by Congress and stakeholders were initiated due alleged complaints, fraud, waste and abuse and served to support its client in providing all information related to the inquiry.

d. Perform field investigations.

DEVAL has conducted thousands of field investigations relating to its servicing portfolio of single-family and multifamily assets. Field investigations are normally conducted utilizing investor guidelines and/or client criteria. Specifically to this engagement, DEVAL will use the PRDOH CDBG-DR guidelines in order to property conduct filed investigations and provide



reports in findings. DEVAL has a physical presence in the island since 2010 and is able to perform field investigations and on-site visits. Below we outline a few projects where DEVAL performed onsite inspections and field investigations.

HUD - Onsite Inspections and Compliance Reviews	DEVAL conducted over 869 compliance reviews where DEVAL completed an on-site investigation of multifamily property sites located nationwide, including Puerto Rico. In these projects, DEVAL was responsible for interviewing the unit tenants as well as the project owners in order to ensure facilities were in compliance with their Use Agreement. Further, DEVAL completed site inspections and ensured that the projects as well as the units were structurally sound, decent, safe and sanitary.
FDIC Inspection	Conducted over 50,000 commercial and single-family properties inspections nationwide and in Puerto Rico.

e. Receive and investigate complaints related to the applicants’ parcels.

DEVAL is able to receive and handle complaints related to applicants parcels consistent with CDBG-DR guidelines. DEVAL has a complaint management policy which details the process for managing and escalating complaints. These guidelines can be used as a base to assist PRDOH in receiving, investigating and resolving complaints regarding applicant parcels. Further, we are able to provide reporting and status of complaint to ensure that communication is always open and elevated circumstances can be avoided.

f. Record keeping of all applications leading to the granting of a property title.

As closing agent for HUD, DEVAL has maintained record keeping consistent with Federal, State, local and regulatory divisions maintaining records for over 10,000 closings it has conducted. DEVAL has done such an exemplary job at record keeping that the U.S. federal government, (HUD), entrusted DEVAL as the sole designee in the island and to sign all deeds for real estate owned “REO” on behalf of HUD since 2012. DEVAL is proud of receiving this honor by HUD and treasures its responsibilities by diligently and effectively representing the federal government in this important capacity.

Further, DEVAL maintained millions (low millions) of (scanned and hard copy) legal documents and original notes for HUD as part of the National Servicing Center contract, where DEVAL was responsible for servicing over 625,000 loans nationwide and the Commonwealth of Puerto Rico. All records were maintained at a secured site in fire-safe file cabinets in compliance with all local, state and federal regulations.

7.2.7 Additional Services

a. Appraisal Additional Services

DEVAL has the capability of conducting additional services related to appraisal and valuation of the applicant's subject property. All appraisal reports will be performed by a licensed appraiser in the Commonwealth of Puerto Rico and will contain an appraisal narrative report with a description of the subject property (location and dimensions) as well as a description of the comparable sales that were used to make the determination of value. Further, photographs of the exterior and interior of the subject property as well as the comparable properties will be included in the report. The report will also include the approach used to determine the property value- if the appraiser used a sales comparison approach (uses a valuation component based on the comparable sales), an income approach (usually for rental properties based on the income generated for the property) and a cost approach (usually used for new construction).

Other services can be provided as requested by PRDOH.

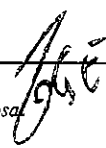
b. Land Survey Additional Services

Our team of licensed surveyors are able to conduct additional services related to land surveys, including elevation certificates, measurement certification, boundary rectification using up-to-date technologies, document filing and court visits. These additional services will be completed by professionals who have completed similar services throughout the island.

c. Legal Title Clearance Additional Services

DEVAL is able to provide additional legal title clearance services as requested by PRDOH, including but not limited to:

- **Filing title documents in the Registry of Property** - DEVAL has filed thousands of documents in the various Registries of Properties in Puerto Rico. As a closing agent, DEVAL has closed over 10,000 transactions and is familiar with the requirements of filing documentation in the pertinent Registry.
- **Segregation or Subdivision of any tract, lot or parcel of land** - Our experience with severance of land, has been with a range of single family and complicated commercial transactions wherein subdivisions were built. We reviewed surveys, ensured that the severance of the lots were properly recorded and that the title was marketable and insurable utilizing the guidelines of the College of Engineers and Surveyors of Puerto Rico.



- **Deeds – Authorization of deeds** – DEVAL is well versed in the delegation of authority process as it relates to Power of Attorneys. We will review the Power of Attorney executed and ensure that the designee is in compliance with all the terms outlined in the document.
- **Court appearances** - DEVAL is able to support PRDOH legal department in responding to contested or litigated matters directly relating to the scope of work. Our first tier subcontractor, Cancio, Covas & Santiago, is a Puerto Rican based law firm with over 15 years of experience handling complex real estate cases.

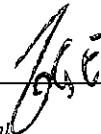
7.3 Approach to managing the performance of work (10 points)

7.3.1 Overall organization and support resources

An experienced and well-versed team is the most significant critical success factor for delivering the high caliber of consulting services that our clients have come to expect from DEVAL. DEVAL is uniquely qualified with practical, experienced specialists that can quickly implement the CDBG-DR Title Clearance Program Services contract.

Our Team of experts, all local to Puerto Rico, consists of:

1. ***Puerto Rico-licensed attorneys and notarios públicos***, with numerous years of experience in Puerto Rico real estate laws and regulations as well as all applicable federal and local legal requirements;
2. ***Licensed appraiser***, knowledgeable of the Puerto Rico real estate industry and the many valuation intricacies that are unique to Puerto Rico. Our team of appraisers have completed hundreds of appraisal realty reports in compliance with federal and local regulations, including the Uniform Standards of Professional Appraisal Practice (USPAP).
3. ***Licensed land surveyors***, members of the Colegio de Ingenieros y Agrimensores de Puerto Rico with impeccable reputation of providing all types of land surveying services, including (but not limited to) boundary and topography surveys, large and complex ALTA surveys, completing segregation plans, drafting and analyzing legal descriptions and boundary surveys and working knowledge of a range of technical software.



4. **Title investigators and title clearance specialists**, experts in the Puerto Rico Registry of Property's Karibe system who have completed thousands of title search reports for properties located in Puerto Rico. Our team of experts specialize in the analysis of real estate data, identifying and clearing clouds in title (easements, liens, encumbrances exceptions) as well as analyzing all legal documents, deeds and instruments in order to determine the name of each person in which title to any interest is vested in and all additional parties or entities who might have, or who claim to have an interest in the property.

In order to successfully provide all services required by PRDOH in the execution of the Title Clearance Contract, DEVAL has business relationships and Memorandums of Understanding (MOU)'s with the following firms:

- o 14 local licensed law firms
- o 40 single family appraisals professionals (most of which are on the FHA/VA/Fannie/Freddie approved appraisers)
- o Six (6) land surveyor companies

These business and professional relationships are a product of DEVAL continuous presence in Puerto Rico for almost a decade.

7.3.2 Statement which evidences the number of appraisals, title searches, land surveying and related legal services has the capacity to conduct over a twelve (12) month period, assuming a maximum turnaround time will be between fifteen (days) and thirty (30) days.

Through its network of dozens of local professionals, including licensed appraisers, land surveyors and attorney and public notaries, DEVAL is able to conduct thousands of appraisals, title searches, land surveys and legal service proceedings in a 12-month period. Our past experience directly working with multiple parties and completing thousands of reports can be evidenced in the following projects:

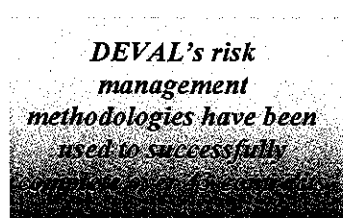
Client and Project Name	Type and Number of Deliverables completed
Federal Deposit Insurance Corporation - Nationwide Title Searches	Completed over 75,000 title reports under this engagement.

Selene Finance for Ginnie Mae	Daily, weekly, and monthly status reports as it relates to the performance of the contract and the portfolio. Including the review of over 20,000 title reports, 15,000 appraisals and BPO's and 25,000 property inspections.
HUD Office of Single Family - Puerto Rico	10,000 closings have been completed and entailed the review of over 10,000 title reports, appraisals, and land surveys to ensure compliance with the requirements and guidelines for the HUD Real Estate Owned program.
HUD Office of Single Family - National Servicing Center	Daily, weekly, and monthly status reports as it relates to the performance of the contract and the portfolio. Including the review of over 50,000 title reports, 25,000 appraisals and BPO's and 50,000 property inspections.

This Team is confident that all services requested by PRDOH will be completed in a timely basis and satisfactorily, regardless of the number of applications received on a monthly basis.

7.4 Approach or plan to identify pertinent issues and potential problems related to the program (5 Points)

DEVAL believes that problem solving is best achieved by utilization of open communication, involving multiple parties that may provide insight into potential solutions regarding performance challenges. The PRDOH should rest assured that DEVAL will

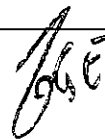


maintain the highest standards of integrity in all aspects of our professional practice. We believe that our knowledge of title clearance, valuation, land survey and local legal best practices as well as our experience managing large real estate title related projects have enabled us to develop a proven approach to identifying problems and providing corrective actions to mitigate those problems. We are familiar with projects that have complex issues and are proud of our “quick solution mind set.” A clear example of DEVAL’s experience in resolution of complex projects includes the closure of financial institutions who had a variety of issues and problems that were resolved for the FDIC. We are not strangers to complex matters and want to assure PRDOH that our team will not only work in silos in resolving them, but will do so respectfully and in a non-public manner. For the CDBG-DR Title Clearance Program project, DEVAL will be responsible for implementing a plan to ensure that its work product meets the requirements of the contract, and anticipates, prevents and detects errors and issues within the contract operations. Some techniques used to monitor tasks, identify issues and provide corrective actions to mitigate those issues include:

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- 1. Having the Project Manager and other key personnel review daily and weekly reports produced by Departmental Supervisors in regards to the status the project and addressing issues of concern reported to them in those reports immediately as they arise;**
 - a. Reports will include: Status of current open orders, total number of closed orders, status of all legal cases.
- 2. Understanding the needs and expectations of our client (PRDOH) and contract;**
 - a. Will be achieved by conducting periodical meetings (as agreeable to PRDOH) with PRDOH to provide visibility into the direction and milestones of the project to all parties. Items such as client expectations and quality of deliverables will be discussed during these meeting.
- 3. Staffing the most highly qualified individuals in the industry to ensure compliance during the engagement;**
 - a. DEVAL has a database of dozens of professionals located throughout PR that have been working with DEVAL for over nine (9) years. Further, our HR group is active in constantly interviewing qualified applicants that meet the labor category requirements to serve on this engagement.
- 4. Constantly monitoring how we are performing relative to the plan;**
 - a. Regular performance surveys will be conducted at specific intervals to confirm approach and execution, and to re-direct focus, resources as necessary to keep project performance high.
- 5. Reviewing trends, staff and compliance in recurring errors;**
 - a. Accomplished by compiling trend reports that includes the total calls received during the preceding month and compares them to the previous months. Also provides weekly, daily, and hourly trends as well as trends in staff scheduling and workload management, i.e. is there enough staff available to answer all inbound calls received?
- 6. Develop quarterly trainings that educate and provide training tools to reduce errors; and**
 - a. Will be accomplished by developing training content based on the latest industry standards which will be tracked via the Source Books and provided to employees



using the Policytech system. Ensures all employees are up to date on best practices.

7. Assignment of a Project Manager to monitor work, materials submitted and plan training schedules involving the personnel to ensure constant coordination within the DEVAL Team and strict adherence to deadlines.

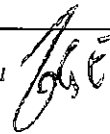
- a. DEVAL will have two (2) formal weekly conference calls with our team members throughout the life of the contract to coordinate efforts –trainings, discussion of work product, deadlines, issues etc.

DEVAL is confident that the services/products being provided to the PRDOH meet the quality, quantity, timeliness, responsiveness, customer satisfaction, and other requirements of the Scope of Services.

7.5 Planned quality assurance and quality control. (5 Points)

DEVAL is committed to ensuring that the highest quality of services is provided to its Government, commercial and private clients. DEVAL recognizes its responsibility as a provider of quality services to the PRDOH under this contract. To this effect, DEVAL has developed a quality assurance and quality control (QA/QC) plan to ensure that its work product meets the requirements of the contract, and anticipates, prevents and detects errors by personnel and vendors alike. DEVAL ensures quality procedures through standardized systems incorporated into every aspect of the business. From personnel to accounting, Human Resources to the different Departments, every area is harmonized together to ensure process and procedures are followed to the highest standard. DEVAL accepts responsibility for the complete satisfaction of its customer and clients. DEVAL exercises its QA/QC responsibility through four primary corporate facets:

- Standardized training of its employees and subcontractors,
- Adherence to proven Source Books
- Commitment to meeting and exceeding all requirements, and to
- Maintaining an organizational culture that fosters continuous improvement.



Our QA/QC Plan is directly related in ensuring that the PRDOH objectives under the Title Clearance Program contract are successfully met while maintaining outstanding customer service.

QC Reporting and Findings Methodology

As part of our QA/QC Plan developed for the PRDOH contract, testing will be conducted to ensure all functional areas are in compliance with CDBG-DR guidelines and regulations. As such, as the testing progresses, the QC Team will develop potential findings. These issues will be treated as possible findings until they have been discussed with the Project Manager. Upon determination that the potential finding is valid, the QC Manager must, within the same day, make a determination as to the severity of the potential finding. Only the QC Manager can make this determination, but the categorization as to degree of risk must be made immediately since the action items will vary depending on this determination.

The findings will be classified into three categories:

- High Risk:** Immediate and/or significant negative impact on the portfolio or the institution
- Moderate Risk:** Substantial impact on the portfolio or the institution
- Low Risk:** Limited impact on the portfolio or the institution

Likelihood of Occurrence	Magnitude of Impact			
	Threatening	Severe	Moderate	Immaterial
High				Moderate
Moderate-High			Moderate	Moderate
Moderate-Low		Moderate	Moderate	
Low	Moderate	Moderate		

Table – Risk Mapping

Our Heat-map dashboard allows the risk management team to quickly mitigate areas of risk as noted above and communicate preventative information to the PRDOH for course correction and adjustments. Should the potential finding be of the High-Risk level (as defined above), DEVAL will contact PRDOH’s staff and involve them in a discussion of the finding. Other factors, including any impact on PRDOH’s image, may also be included and will be discussed with the designated Ombudsman.

DEVAL will be required to clear High Risk findings within a time period that will be defined in the final QC Plan. That time period will be determined in discussions with PRDOH personnel. Moderate Risk and Low Risk findings will also have defined time requirements for clearance. DEVAL anticipates that the QC Team will generally require DEVAL to provide documentation to show that High Risk findings have been cleared. With respect to all findings, the QC Team will require information on procedural changes that have been implemented in order to reduce or eliminate the likelihood of the finding occurring again. In cases where the nature of the finding requires immediate action to be taken to reduce the associated risk, after discussions with PRDOH staff, the QC Team may include such a requirement.

Reports will be prepared as needed summarizing for DEVAL Management and the PRDOH the performance of the contract and providing supporting documentation for each type of deficiency (finding), the related functional area, best practices, recommendations, initial staff responses and recommended follow-up activities for the PRDOH. These reports will form the basis for debriefing the PRDOH. Sample detail information will include the specific loans, and percentage of total cases reviewed found to have deficiencies.

Quality of Service Techniques/ Processes

DEVAL has a standardized and proven approach to providing quality services and operational processes. DEVAL's approach to resolving performance issues involves several steps:

1. Identifying employee issues
2. Gathering relevant data
3. Meeting with employee to resolve given issue.
4. Keeping Government informed of what actions are being taken.

Should management decide that there is a problem with performance of an employee in a particular place, we will take immediate corrective action by performing the following:

1. Providing initial counseling to the employee
2. Providing remedial refresher training
3. Reassigning the employee to an area where he/she can perform at his or her existing level of competence (or)
4. Terminate employee.



In the event that reassignment or termination becomes necessary, we will identify a replacement that has the skill set necessary to perform the required job tasks. All personnel changes will be conveyed immediate to PRDOH for awareness and approval.

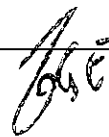
The Project Managers, Associate Managers and Senior Professionals will meet on a regular basis to ensure that the work being performed is consistent with the overall contract expectations and with the DEVAL Team's expectations for quality client service. These meetings will serve as a basis for directing the effort for productivity, cost control and early identification and resolution of problems. Appropriate information from these meetings will be included in the regular client communications. These procedures will provide the PRDOH with the highest possible level of communication and subcontractor oversight.

Checks and Balances

To accomplish an effective system of check and balances, technologies as well as personnel are highly leveraged to focus on a "partnered" accountability practice. DEVAL has found through past experience, a comprehensive plan for employee responsibility has shown to be most successful when completing various task orders. Each job function or description is accompanied by a very specific step-by-step manual laying out responsibilities of personnel. This "partnership" is held responsible for each member's performance collectively, thus promoting a team environment that is focused on a high level of quality control.

Quality assurance monitoring of a project or task is handled by management oversight. An employee is responsible for notifying their superior immediately, as well as asking someone who also performs the same or similar type of work if they have suggestions to resolve any issues that may arise. Should there be an issue involving work performed for the PRDOH, management immediately steps in to assist, but urges the employee to "think for themselves" and to establish a course of action to remediate the issue. If needed, management will take over the issue resolution process while also ensuring the employee observes the actions taken and understands the reasons behind them. The employee is then tasked to prepare a narrative that includes:

1. What caused the problem
2. Why the problem occurred
3. What actions were taken



4. Final resolution.

DEVAL considers this “on-site training” and it has been incredibly valuable to the growth of the staff. Additionally, all project quality/performance issues are brought to the attention of the Project Managers, who will then file all documentation and other materials related to the problem as well as the solution. It is the policy of DEVAL that its employees conduct the affairs of the company in accordance with the highest ethical, legal, and moral standards. DEVAL resources are to be used only in the interest of the company. An employee may not commit company resources to activities not in the interest of the company, including personal outside activities.

To avoid a conflict between personal or professional interests and company interests, an employee must not be in a position to make a decision for the company if his or her personal, professional, or economic gain or interest may be directly influenced or affected by the outcome. To ensure that there are no conflicts of interest between subcontractors, DEVAL will require a vendor affidavit to be signed by all appropriate parties involved in this task order.

PRDOH Primary Objectives as related to Quality Control Plan

DEVAL is highly focused on a checklist system in order to ensure all aspects of the contract are addressed and completed effective, and efficiently.

- Any checklist or deliverable that needs to be reviewed by and signed off by two separate executives. The two-party checks and balance system that DEVAL has in place ensures quality control by making it mandatory that both parties sign, and review policies before approval.
- Understanding that staying true to timelines is imperative, DEVAL can escalate this process by having Team Leads approve the next steps. Team Leads will be required to sign all checklists and deliverables, thus taking full responsibility for the accuracy and completion of all tasks.

The DEVAL Team is confident that the services/products being provided to the PRDOH meet the quality, quantity, timeliness, responsiveness, customer satisfaction, and other requirements of the SOW.



7.6 Specific examples of past deliverables (5 Points)



	over 50,000 title reports and 20,000 appraisals.	
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Further, DEVAL has developed and generated thousands of ad-hoc reports as needed by our clients. Reports generated are conceptually valid, logically consistent and conform to the applicable best practices. Ad-hoc reports have been provided using “real-time” information by reporting based on many dynamic filters and search criteria as required by our numerous clients.

Enclosed we provide a sample title report and appraisal completed for one of our clients.



TAB 8

PLAN FOR COMPLIANCE

WITH SECTION 3 REQUIREMENTS



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TAB 8 – PLAN FOR COMPLIANCE WITH SECTION 3 REQUIREMENTS

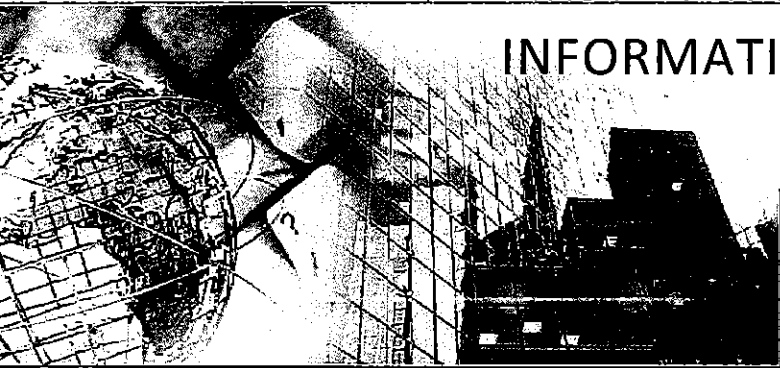
As a certified minority (Puerto Rican) and woman-owned business, DEVAL recognizes the importance of diversity and is committed to ensuring that it is an integral part of this contract. It is DEVAL's policy to offer local Puerto Rican Companies, Small Businesses, Small Disadvantaged Businesses, HUB Zone, Women-Owned Small Businesses, Service Disabled Veteran Owned Businesses, and Veteran Owned Businesses (hereafter referred to as Small Businesses) the maximum practicable opportunity to participate on this engagement. We are committed to developing mutually beneficial relationships with these local business enterprises and thus contribute to the economic vitality of the Island.

For this contract, DEVAL has engaged Cancio Covas & Santiago, LLP (CC&S) as a strategic teaming partner and first-tier subcontractor. CC&S is a local law firm located in Puerto Rico and duly organized to conduct business on the island. Further, it is our intention to use local vendors, as available, for the service providers required under this contract.

As a Puerto Rican woman-owned company that hires Puerto Rican individuals, we pride ourselves in our methodology for hiring highly skilled individuals for the positions that become available. This proven hiring process has enabled us to quickly staff projects in a short period of time. Our typical lead-time to fill an average new is one (1) week after the need is identified.

All personnel proposed under this contract are local Puerto Rican residents and it is our intention to hire only local residents to perform the services outlined in this contract. DEVAL anticipates meeting all Section 3 goals by ensuring that 3% of the employees are low- and very low income persons, particularly persons who are recipients of HUD assistance for Housing. In order to achieve this goal, DEVAL will do job postings in local newspapers and will work with local organizations in order to distribute the job postings to local residents that meet the Section 3 requirements.

TAB 9
FIRST-TIER SUBCONTRACTOR
INFORMATION



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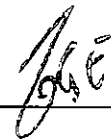


TAB 9 – FIRST-TIER SUBCONTRACTOR INFORMATION



CANCIO, COVAS & SANTIAGO, LLP ("CC&S") was founded in 2002 by a group of select attorneys, tried and proven in the fields of corporate, business law, mergers and acquisitions, financial services and litigation. Founding partners, Juan Ramon Cancio, Jorge Covas and Carlos Santiago constitute one of the leading local corporate and financial practice Groups, representing companies and other business entities in all states of their development and growth, as well as the financial institutions that finance them. As part of its many service areas, CC&S regularly counsels and advises clients on all aspects of the real estate industry, including the acquisition, development, financing and construction of all types of projects and properties. All of CC&S attorneys are Notary Public for the Commonwealth of Puerto Rico and as a result of its diverse transactional practice, CC&S attorneys have substantial experience in real estate and construction matters and have represented purchasers, sellers, mortgagees, mortgagors, and developers of real property In Puerto Rico, including shopping centers, office buildings, residential, hospitality and commercial developments, and government -sponsored specialized developments. In addition, CC&S' Real Estate Practice Group regularly advises clients regarding land use, zoning matters and urban planning. Since 2006 we have been notary publics for Popular Mortgage and have assisted in the preparation and execution of FHA, Fannie Mac, HUD forms of residential loans documents and deeds. We have also acted as notary publics for Doral Mortgage, Eurobank, R-G Premier Bank of Puerto Rico, R-G Mortgage and Westernbank for residential loans and deeds. With regards to commercial real estate loans we have been notary publics for Banco Popular de Puerto Rico since 2003 and since 2014 for Oriental Bank. In addition to real estate lending, our Real Estate Practice Group has acted as consultants to local title insurance agents and have resolved numerous recording and registry of property issues for Lawyer's Title, Stewart Title, Fidelity National and Land America.

The main point of contact for CANCIO, COVAS & SANTIAGO, LLP is Mr. Juan Ramón Cancio, Managing Partner. He can be reached at 787-756-5333 or via email at jrcancio@ccsllp.com.



Government of Puerto Rico Department of Housing
Title Clearance Program Services
Under CDBG-DR for Puerto Rico



COST PROPOSAL REQUIREMENTS

Solicitation No. CDBG-DR-RFP-2018-07

January 9, 2019

Submitted By:

DEVAL LLC.

8230 Leesburg Pike; Suite 600
Tysons Corner, VA 22182

Contact:

Deborah Garcia-Gratacos, President
dgarcia@deval.us

Phone:703-962-1890 | Fax:703-462-958

DUNS: 136096927 | NAICS: 541611

This proposal or quotation includes data that shall not be disclosed outside the Government and shall not be duplicated used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all sheets of this proposal.

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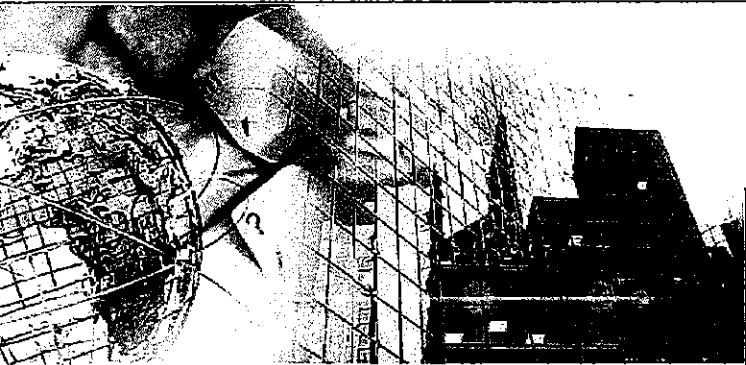


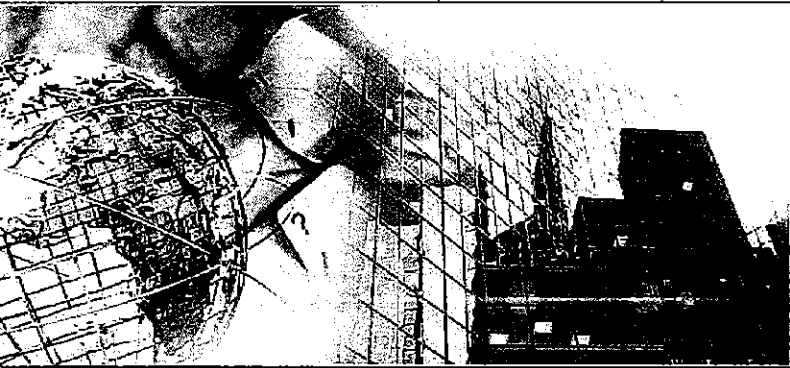
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Tab 1 - Exhibit A-3: Cost Proposal Checklist2

Tab 2- Exhibit P: Cost Form3

TAB 1

EXHIBIT A-3: COST PROPOSAL CHECKLIST



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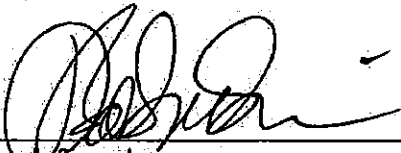


GOVERNMENT OF PUERTO RICO
Department of Housing

EXHIBIT A-3
COST PROPOSAL CHECKLIST
Request for Proposals
Title Clearance Program Services
Community Development Block Grant – Disaster Recovery
CDBG-DR-RFP-2018-07

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

Tab	Initials	Document Description
		Company Cover Page
		Proposal is bound into a single document using plastic comb or metal ring binders at the left margin of the page
		One (1) original of the Proposal Three (3) physical copy of the Proposal One (1) electronic copy of the Proposal One (1) redacted copy of the Proposal (if applicable)
1		Exhibit A-3: Cost Proposal Checklist
2		Exhibit P: Cost Form


Proposer's Signature

11/27/2018
Date

Deborah Garcia-Gratacos
Proposer's Printed Name



GOVERNMENT OF PUERTO RICO

Department of Housing

EXHIBIT A-3

COST PROPOSAL CHECKLIST

Request for Proposals

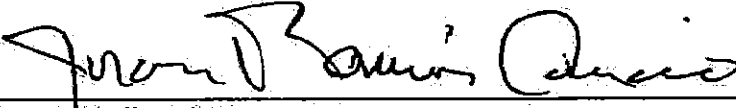
Title Clearance Program Services

Community Development Block Grant – Disaster Recovery

CDBG-DR-RFP-2018-07

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		Three (3) physical copy of the Proposal
		One (1) electronic copy of the Proposal
		One (1) redacted copy of the Proposal (if applicable)
1	JRC	Exhibit A-3: Cost Proposal Checklist
2		Exhibit P: Cost Form


Proposer's Signature

12/17/2018
Date

Juan Ramón Cancio
Proposer's Printed Name

Juan Ramón Cancio is signing this Exhibit A-3 on behalf of Cancio Covas & Santiago, LLP, First Tier Subcontractor of the Proponent, DEVAL, LLC.





TAB 2

EXHIBIT N: COST FORM



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Exhibit P
COST FORM
Request for Proposals
Title Clearance Program Services
Community Development Block Grant – Disaster Recovery
CDBG-DR-RFP-2018-07
(Revised for Addendum No. 3)

Name of Proposer: DEVAL LLC

TABLE 1:
PROGRAMS MANAGEMENT AND ADMINISTRATION (MAXIMUM PER MONTH)

Position	Qty. of Resources [A]	Max. Hours Per Month Per Resource [B]	Rate Per Hour [C]	Max. Monthly Cost [D = AxBxC]
Manager	1	80	\$125.00	\$10,000.00
Title Clearance Specialists	5	173	\$65.00	\$56,225.00
Sub-Total:				\$66,225.00
Overhead			30%	\$19,668.83
Profit			20%	\$13,245.00
Maximum Monthly Cost				\$99,138.83
Maximum Cost of Services for 3 Years (36 Months)				\$3,568,997.70

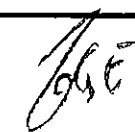
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TABLE 2: STANDARD SERVICES (APPLICATIONS 1 TO 1,000) (PER UNIT SERVICES)

Task	Max. Apps. [A]	Base Unit Price (Applications 1 to 1,000)	
		Base Unit Price [B]	Total Cost [C = AxB]
1. Land Survey, Plot Plan and Final registration plans	1,000	\$248.00	\$248,000.00
2. Land Survey, Segregation and legal description	1,000	\$1,650.00	\$1,650,000.00
3. Appraisals	1,000	\$622.00	\$622,000.00
4. Title Searches	1,000	\$358.00	\$358,000.00
5. Property Title Certification	1,000	\$248.00	\$248,000.00
6. Petitions to Registry ("Instancias")	1,000	\$413.00	\$413,000.00
7. Deeds of Clarification ("Actas Notariales")	1,000	\$561.00	\$561,000.00
8. Declaration of heirship	1,000	\$1,480.00	\$1,480,000.00
9. Sworn Statements	1,000	\$52.70	\$52,700.00
Sub-Total Cost (Applications 1 TO 1,000)			\$5,632,700.00

TABLE 3: STANDARD SERVICES (APPLICATIONS 1,001 TO 3,000) (PER UNIT SERVICES)

Task	Max. Apps. [A]	Unit Price (Applications 1,001 to 3,000)	
		Unit Price [B]	Total Cost [C = AxB]
1. Land Survey, Plot Plan and Final registration plans	2,000	\$246.00	\$492,000.00
2. Land Survey, Segregation and legal description	400	\$1,625.00	\$650,000.00
3. Appraisals	400	\$621.00	\$248,400.00
4. Title Searches	2,000	\$355.00	\$710,000.00
5. Property Title Certification	2,000	\$235.00	\$470,000.00
6. Petitions to Registry ("Instancias")	2,000	\$412.00	\$824,000.00
7. Deeds of Clarification ("Actas Notariales")	1,100	\$560.00	\$616,000.00
8. Declaration of heirship	1,100	\$1,465.00	\$1,611,500.00
9. Sworn Statements	2,000	\$50.00	\$100,000.00
Sub-Total Cost (Applications 1,001 TO 3,000)			\$5,721,900.00





Proposer's Initials: 

TABLE 4: STANDARD SERVICES (APPLICATIONS ≥ 3,001) (PER UNIT SERVICES)

Task	Max. Apps. [A]	Unit Price (Applications ≥ 3,001)	Total Cost [C = AxB]
		Unit Price [B]	
1. Land Survey, Plot Plan and Final registration plans	11,000	\$245.00	\$2,695,000.00
2. Land Survey, Segregation and legal description	0	\$0	\$0
3. Appraisals	0	\$0	\$0
4. Title Searches	11,000	\$353.00	\$3,883,000.00
5. Property Title Certification	11,000	\$243.00	\$2,673,000.00
6. Petitions to Registry ("Instancias")	500	\$410.00	\$205,000.00
7. Deeds of Clarification ("Actas Notariales")	0	\$0	\$0
8. Declaration of heirship	0	\$0	\$0
9. Sworn Statements	11,000	\$48.00	\$528,000.00
Sub-Total Cost (Applications ≥ 3,001)			\$9,984,000.00

Notes on Per Unit Services

- (1) Maximum number of applications included in the Cost Form are the PRDOH's expectation for the entirety of the Title Clearance Program at the moment. Therefore, the actual quantities of applications, and therefore units, to be included in the Proposer's contract and that the Proposer might be able to perform will be dependent on the final number of Proposers that might be awarded through the RFP. This does not limit the PRDOH in amending the contract of any Proposer to include additional estimated quantities of applications based on performance metrics of the Proposers.
- (2) Units Prices include any and all costs associated to the performance to the different tasks. This includes personnel, benefits, reimbursable expenses, equipment, materials, rent, overhead, profit, and any other cost of performing the tasks.
- (3) Proposer is required to provide volume discounts based on the quantities of the tasks to be completed over the life of the contract. The Base Unit Price will be applied to the range of applications worked from 1 to 1,000. Thereafter, applications within the range of 1,001 to 3,000 and within the range greater than 3,000 shall have volume discounts applied to their specific tasks' pricing.
- (4) Quantities stated for the Management resources positions and for the maximum applications of the standard services are for the entirety of the Program. Therefore, the potential quantity of resources and the amount that the Proposer might be able to perform for these tasks will be dependent on the final number of Proposers that might be awarded through the RFP.
- (5) Quantities stated for the Management resources positions can increase or decrease. The quantities of resources will depend on the final number of Proposers that might be awarded through the RFP.
- (6) Documents for any transaction which compensation is regulated by law shall comply with provisions of the applicable law and regulation, including but not limited to the Puerto Rico Notary Act ("Ley Notarial de Puerto Rico"), Mortgage and Property Registry Act ("Ley Hipotecaria y del Registro de la Propiedad"), Notary Fees Act ("Ley de Arancel Notarial"), etc.





Proposer's Initials: DS

TABLE 5: ADDITIONAL SERVICES (CONTRACT ALLOWANCE)


Task	Units	Unit Cost
Special Appraisals ("Narrativa")	Each	\$150.00
Additional Land Survey Services	Per hour	\$65.00
Additional Legal Title Clearance Services	Per hour	\$125.00
Title Searches Updates	Each	\$65.00
"Expedientes de Dominio"	Each	\$1350.00

- Notes to Additional Services**
- (1) The PRDOH will determine the amount of the allowance to be included in the Proposer's contract, if any.
 - (2) Additional services, in order to be executed by the Proposer, must first be approved by the PRDOH through a Request for Approval (RFA) where the details, need, and cost of the services shall be specified on a case by case basis.
 - (3) The PRDOH estimates around 200 the overall quantity of Special Appraisals ("Narrativas") to be performed for the entire Title Clearance Program. For details regarding what the task entails refer to the Scope of Work.
 - (4) For details regarding what the task entails the additional land survey services refer to the Scope of Work.
 - (5) For details regarding what the task entails the additional legal Title Clearance services refer to the Scope of Work.
 - (6) Quantities stated in note 3 above are for the entirety of the Program. Therefore, the amount of the allowance and the potential quantity that the Proposer might be able to perform for these tasks will be dependent on the final number of Proposers that might be awarded through the RFP.
 - (7) Documents for any transaction which compensation is regulated by law shall comply with provisions of the applicable law and regulation, including but not limited to the Puerto Rico Notary Act ("Ley Notarial de Puerto Rico"), Mortgage and Property Registry Act ("Ley Hipotecaria y del Registro de la Propiedad"), Notary Fees Act ("Ley de Arancel Notarial"), etc.
 - (8) Title searches updates will be evaluated by PRDOH and shall be approved through an RFA on a case by case basis.
 - (9) The "expedientes de dominio" will be evaluated by PRDOH and shall be approved through an RFA on a case by case basis.

TOTAL PROPOSAL COST (Total Cost Tables 1+2+3+4) \$24,907,597.70

Sum of (a) the Programs Management and Administration Maximum Total Cost for 3 Years of Services; plus (b) the Title Clearance Program's Sub-Total Maximum Cost for Standard Services for Applications from 1 to 1,000; plus (c) the Title Clearance Program's Sub-Total Maximum Cost for Standard Services for Applications from 1,001 to 3,000; plus (d) the Title Clearance Program's Sub-Total Maximum Cost for Standard Services for Applications ≥ 3,001.

- Notes on Total Proposal Cost**
- (1) The Total Proposal Cost represents the potential total cost for the services, not including the contract allowance, if the PRDOH determines to contract award a single Proposer for the Program Management Services.
 - (2) The PRDOH aims to contract, at its discretion and in the best interest of the overall program's implementation, one (1) or more Companies. The selected firm(s) will be assigned regions at the PRDOH's discretion.
 - (3) Based on the number of Proposers finally awarded through this RFP, contracts might be signed for quantities of applications, and therefore per-unit tasks, lower than those stated in this Cost Form. This, however, does not limit the PRDOH in amending contracts of awarded Proposers to include additional estimated quantities of applications based on performance metrics.

Proposer's Signature:  Date: 01/07/2019

DEVAL LLC
Proposer's Printed Name

DS

DS

EXHIBIT P – COST FORM PRICING ASSUMPTIONS

DEVAL hereby provides the pricing assumptions to the Puerto Rico Department of Housing (PRDOH) Request for Proposal Number CDBG-DR-RFP-2018-07 for Title Clearance Services. This pricing assumption document is hereby submitted as a supplement to Exhibit P- Cost Form.

Standard Services Pricing Assumptions:

Task 1 - Land Survey, Plot Plan and Final registration plans

- These fees are for lots of up to one acre "cuerda", exceeding this parameter will incur in additional fees per extra acre "cuerda".
- Costs to perform additional services not outlined in the SOW will incur in hourly fees based on the hourly fee costs included in the assumptions.
- Cost provided does not include the necessary government fees required to obtain services, including but not limited to Department of Treasury (Hacienda) stamps and court filing fees, recordation fees, etc. The value of these items may vary depending on the amount of the property. Government fees will be billed at cost.

Task 2 - Land Survey, Segregation and legal description

- These fees are for lots of up to one acre "cuerda", exceeding this parameter will incur in additional fees per extra acre "cuerda".
- Costs to perform additional services not outlined in the SOW will incur in hourly fees based on the hourly fee schedule included in the assumptions.
- Cost provided does not include the necessary government fees required to obtain services, including but not limited to Department of Treasury (Hacienda) stamps and court filing fees, recordation fees, etc. The value of these items may vary depending on the amount of the property. Government fees will be billed at cost.

Task 3 – Appraisals

- The cost for completing appraisals in remote, rural areas such as Vieques and Culebras will be \$650.00
- Cost to perform additional services not outlined in the SOW will incur in hourly fees based on the hourly fee schedule included in the assumptions.
- Appraisal updates will incur in additional costs

Task 4 – Title Searches

- The cost for completing title searches in remote, rural area such as Vieques and Culebras will be \$425.00
- Cost to perform additional services not outlined in the SOW will incur in hourly fees based on the hourly fee schedule included in the assumptions.

Task 5 – Property Title Certifications

- Cost provided does not include the necessary government fees required to obtain services, including but not limited to Department of Treasury (Hacienda) stamps and



court filing fees, recordation fees, etc. The value of these items may vary depending on the amount of the property. Government fees will be billed at cost.

Task 6 - Petions to Registry (Instancias):

- Cost provided in the Exhibit P – Cost Form for Task 6 is the total cost for the petition to registry involving a single property or attending a single issue.
- \$513.00 is the total cost for the petition to registry involving 2 properties or attending 2 issues.
- \$613.00 is the total cost for the petition to registry involving 3 or more properties or attending 3 or more issues.
- Cost provided does not include the necessary government fees required to obtain services, including but not limited to Department of Treasury (Hacienda) stamps and court filing fees, recordation fees, etc. The value of these items may vary depending on the amount of the property. Government fees will be billed at cost.

Task 7 - Deeds of Clarification (Actas Notariales):

- Cost provided in the Exhibit P – Cost Form for Task 7 is the total cost to complete deeds of clarification in order to correct or attend a single issue.
- \$661.00 is the total cost to complete deeds of clarification in order to correct or attend 2 issues.
- \$761.00 is the total cost to complete deeds of clarification in order to correct or attend 3 or more issues.
- Cost provided does not include the necessary government fees required to obtain services, including but not limited to Department of Treasury (Hacienda) stamps and court filing fees, recordation fees, etc. The value of these items may vary depending on the amount of the property. Government fees will be billed at cost.

Task 8 - Declaration of Heirship- Uncontested

- Cost provided in the Exhibit P – Cost Form for Task 6 is the cost for a declaration of heirship proceeding involving 1 to 2 heirs*.
- \$1,680.00 is the cost for a declaration of heirship proceeding involving 3 to 5 heirs*.
- \$1,980.00 is the cost for a declaration of heirship proceeding involving over 5 heirs*.
- Cost provided does not include the necessary government fees required to obtain services, including but not limited to Department of Treasury (Hacienda) stamps and court filing fees, recordation fees, etc. The value of these items may vary depending on the amount of the property. Government fees will be billed at cost.

Task 8 b- Declaration of Heirship- Contested

- If the judicial proceedings turn contested then an hourly rate shall apply in lieu of the Base Unit Price.
- Cost provided does not include the necessary government fees required to obtain services, including but not limited to Department of Treasury (Hacienda) stamps and court filing fees, recordation fees, etc. The value of these items may vary depending on the amount of the property. Government fees will be billed at cost.

Task 9 - Sworn Statements:

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2 of 4

[Signature]

- Cost provided in the Exhibit P – Cost Form for Task 9 is the cost for sworn statements on a prepared form.
- \$90.00 is the cost for sworn statements if drafting is required and attends a single issue.
- \$129.00 is the cost for sworn statements if drafting is required and attends 2 or more issues.
- Cost provided does not include the necessary government fees required to obtain services, including but not limited to Department of Treasury (Hacienda) stamps and court filing fees, recordation fees, etc. The value of these items may vary depending on the amount of the property. Government fees will be billed at cost.

Other services:

Judicial Proceedings for Recordation of Properties (Expediente de Dominio) Uncontested:

- \$1,350.00 is the cost for judicial proceedings for recordation of properties involving 4 adjoining properties*.
- \$1,550.00 is the cost for judicial proceedings for recordation of properties involving 5 to 6 adjoining properties*.
- \$1,850.00 is the cost for judicial proceedings for recordation of properties involving over 6 adjoining properties*.
- Cost provided does not include the necessary government fees required to obtain services, including but not limited to Department of Treasury (Hacienda) stamps and court filing fees, recordation fees, etc. The value of these items may vary depending on the amount of the property. Government fees will be billed at cost.

Judicial Proceedings for Recordation of Properties (Expediente de Dominio) Contested:

- *If the judicial proceedings is contested, then an hourly rate shall apply in lieu of the Base Unit Fee.
- Cost provided does not include the necessary government fees required to obtain services, including but not limited to Department of Treasury (Hacienda) stamps and court filing fees, recordation fees, etc. The value of these items may vary depending on the amount of the property. Government fees will be billed at cost.

Publications in local newspapers:

- Reimbursable at cost

Global Positioning System (GPS) and Satellite Images

- As needed. Price to be agreed upon on a case by case basis

Skip Tracing – Locating Individuals:

- \$35.00 per search report

Other transactions:

- Documents for any transaction which compensation is regulated by law shall comply with provisions of the applicable law and regulation, including but not limited to the Puerto Rico Notary Act (“Ley Notarial de Puerto Rico”), Mortgage and Property Registry




Act ("Ley Hipotecaria y del Registro de la Propiedad"), Notary Fees Act ("Ley de Arancel Notarial"), etc.

Hourly Rates Schedule:

<u>Name/Position</u>	<u>Rate/Hour</u>
Attorney - Managing Partner	\$218.75
Attorney - Partner	\$206.25
Attorney - Counsel, Litigation	\$193.75
Attorney - Senior Associates	\$143.75
Attorney – Junior Associates	\$125.00
Law Clerks and Paralegals	\$62.50
Runner - Expedited Recordation Service	\$50.00
IT Developer – Senior- for services outside of SOW	\$135.00
IT Developer Junior-for services outside of SOW	\$95.00
Land Surveyor - Senior	\$150.00
Land Surveyor - Junior	\$125.00
Senior Appraiser	\$125.00
Junior Appraiser	\$95.00
Senior Consultant	\$135.00
Junior Consultant	\$95.00

Other Direct Costs (ODCs):

It is DEVAL's disclosed accounting practice to recover approved contract specific other direct costs and travel as a direct charge to any specific contract. Such other direct cost and travel elements include but are not limited to courier/messenger, computer related, material/supplies, postage/express mail, printing, reproduction, telephone (teleconference), and travel expenses such as airfare, lodging, rental cars and per diem. DEVAL will invoice approved ODCs and travel in accordance with our disclosed accounting practice.



GOVERNMENT OF PUERTO RICO
Department of Housing

ATTACHMENT 2
SCOPE OF SERVICES
Request for Proposals
Title Clearance Program Services
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing
CDBG-DR-RFP-2018-07
(Revised for Negotiations on July 18, 2019)

1. Introduction and Overview

The Puerto Rico Department of Housing (PRDOH) is issuing this Request for Proposals (RFP) to procure land surveying, appraisals, title searches and related services for the CDBG-DR grant, under the Action Plan and subsequent action plans. It seeks to select Firm(s) that will aid PRDOH's in the execution of CDBG-DR Title Clearance program.

The PRDOH reserves the right, without limitations, to: (i) cancel this solicitation and reissue this RFP or another version of it, if it deems that doing so is in the best interest of the Public Interest; (ii) amend the contract(s) of the Selected Proposer(s) to, among others, extend its original duration, as further explained in the RFP, or to extend its scope to include work under subsequent CDBG-DR action plans; and (iii) to contract for land surveying, appraisals, title searches and related services providers as result of the selection of qualified Proposers or the cancellation of this RFP.

2. CDBG-DR Programs

A detailed description of the Title Clearance CDBG-DR Housing Program is included in the Action Plan approved by the U.S. Housing and Urban Development (HUD) on July 29, 2018. A complete copy of the Action Plan is available at www.cdbg-dr.pr.gov/action-plan.

The CDBG-DR Housing Program that will be subject to the land surveying, appraisals, title searches and related services, is briefly described as follows:

- 2.1. Title Clearance Program** - Provides clear title to homeowners throughout the hurricane impacted area, therefore resulting in long-term sustainability and security for residents. Applicants who are otherwise eligible for rehabilitation or reconstruction assistance under the housing program who need remedial and curative title/ownership actions will be prioritized for limited legal services assistance. Limited legal services to resolve title issues will be performed under the direction or supervision of one or more attorneys duly licensed and authorized to practice law within Puerto Rico. At this time, title services will not be provided for applicant properties located in the floodplain, floodway, or landslide risk area unless necessary for relocation. There could be unique circumstances where the property is located in the 100-year floodplain and a flood insurance shall be required.

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

3. Staff, Services and Tasks

This section defines the land surveying, appraisals, title searches and related services tasks that the Proposer must perform in order to support PRDOH in the administration of the Title Clearance CDBG-DR Housing Program. The Selected Proposer will be directly responsible for ensuring the

accuracy, timeliness, and completion of all tasks assigned under this contract. Each document originated by the Proposer to complete the tasks assigned, including notarial deeds or public documents, appraisals, land surveying and title searches reports and any other document necessary to remove liens or any defects to achieve title clearance or to constitute a clear title on real property, shall be in the Spanish language. Documents or standard forms that already exist in the English language are excluded from this requirement. The scope of work presented is based upon circumstances existing at the time the RFP is released. 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. The PRDOH reserves the right to retain some of these tasks internally and to select more than one Proposer.

3.1. Staff Requirements

The Proposer shall have or will secure, at its own expense, all personnel required in performing the services under a Title Clearance Program Services contract. PRDOH expects the Selected Proposer to provide competent and fully qualified staff that are authorized or permitted under federal, state and local law to perform the scope of work under this contract. The PRDOH reserves the right to request the removal of any staff not performing to standard. No personnel may be assigned to the resulting contract without the written consent of the PRDOH.

3.1.1. Staff Experience and Qualifications

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

3.1.2. Organizational and Staffing Plan

Proposer shall submit to the PRDOH an initial organizational chart detailing the identity of each person (whether employed by Proposer or a subcontractor) who shall perform any land surveying, appraisals and title searches services required or worked 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.

The following represents the general descriptions for the key staff to be utilized in the Proposer's Proposal and, if awarded, the resulting contract:

Manager

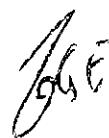
- Coordinate and supervise daily / weekly / monthly activities of the team members.



- Set priorities for the team to ensure task completion and performance goals are met.
- Coordinate work activities with PRDOH supervisors, personnel, among others.
- Identify and resolve operational problems using defined processes, expertise and judgment.
- Must have at least a Bachelor's Degree in a field relevant to the Program services.
- Must have at least five (5) years of Manager Experience.
- Must manage communications (talk, read and write) in Spanish and English languages.
- The candidate for the Manager position may also execute any other position requested in this Scope of Services, as of Land Surveyor, Appraiser or Title Investigator.

Attorneys at Law – Notary Public

- Handle all legal and procedural requirements necessary to remove problems, liens and defects to achieve title clearance. Matters which can affect the legality of a title or its clearance includes but are not limited to:
 - Existing liens
 - Judgements against a current property owner.
 - Past due taxes
 - Easements for utilities
 - Property setback lines
 - Joint tenancy
 - Probates
 - Inheritance limitations or restrictions
- Draft and execute notarial deeds and all other necessary documents to remove liens, judgment or any defects to achieve title clearance. All notarial or public documents authorized, including public deeds and notarial certificates whether they are originals or certified copies; and services provided by a Notary Public shall be in compliance with the Puerto Rico Notarial Act, Act No. 75 of July 2, 1987, as amended.
- Draft and execute deeds or necessary documents to constitute a clear title on real property owned by PRDOH or any other governmental agency based upon the applicable laws and regulations.
- Draft and execute deeds and/or procedures for registration of property which are not recorded in anyone's name, as well as the resumption of the interrupted successive tract in the Registry of Property.
- Prepare and subscribe Petitions to the Registry ("Instancias")
- Prepare and subscribe Notarial Act ("Acta Notarial")
- Declaration of heirship ("Declaratorias de Herederos") or Estate Probate Proceedings.
- Any other legal services required to achieve title clearance on an applicant's real property.
- Delivery and/or withdrawal of documents before the Registry of the Property.
- The candidate for the Legal Services must be a licensed Attorney at Law and Notary Public in good standing in Puerto Rico.
- Must have major experience in Real Estate Law and Registry of the Property.
- Must have at least five (5) years' experience practicing law and as Notary Public.



Land Surveyor

- Supervise and certify survey work for the Title Clearance Program.
- Plan surveys to be performed for the Title Clearance Program.
- Prepare legal descriptions, analyze and process boundary surveys, among other procedures.
- Must possess working knowledge of relevant technical software.
- Must be a Puerto Rico Licensed Land Surveyor.
- Must possess a Bachelor's Degree in Land Surveying, Geomatics or related field.
- The candidate must have at least seven (7) years of experience.

Appraisers

- Must be able to conduct unbiased and impartial assessment of pertinent information regarding specific properties, analyze data and develop an estimate of property value.
- Knowledge in realty/personally report as required by 49 CFR 24.103(a)(2)(i).
- Must be a Puerto Rico Licensed Real Estate Appraiser.
- Must possess a Bachelor's Degree.
- The candidate must have at least seven (7) years of experience. HUD/FHA experience Preferred.

Title Investigator

- Performs title study investigations and report based on an investigation performed personally at the Registry for the demarcation of the property and an investigation of the Puerto Rico Registry of Property's Karibe.
- The Title Investigator will identify the legal description of the property, who is the last owner of the property and the existence or absence of easements, mortgages, or other liens on the property that may affect a clear title on the property.
- Prepare a detailed report describing the property as per the Registry information, including a chain of title.
- The candidate must be skilled in using the Puerto Rico Registry of Property's Karibe system.
- Must possess at least an Associate's Degree and no less than five (5) years of experience as a Title Investigator. In the alternative must possess at least ten (10) years of experience as a Title Investigator.

Title Clearance Specialist

- Performs participant's interviews and complete applications.
- Performs field investigations.
- Assists in evaluating cases to determine applicants' eligibility in accordance to PRDOH Title Clearance laws and regulations, and other applicable federal and local legal requirements.
- Possess basic knowledge in PRDOH Title Clearance laws and regulations, and other applicable federal and local legal requirements.
Collaborates in the investigations leading to the repossession of vacant or abandoned parcels, swaps, cessions, zoning, changes of use, and applications of property titles, leases, utilities permit and segregations.
- Receive and investigates complaints related to the applicants' parcels.
- Record keeping of all applications leading to the granting of a property title.



- Any other task necessary complete the objectives of the CDBG-DR Title Clearance Program.
- Must possess a Bachelor's Degree.
- The candidate must have at least one (1) year of professional experience in related field.
- Must manage communications (talk, read and write) in Spanish and English languages.

4. Tasks

The following are the tasks that shall be performed by the Selected Proposer(s). For each task, identified as "Per Unit Task", the PRDOH will request to the Proposer the performance of the task. PRDOH will provide to the Proposer with all the information and documents available in the participants' case files necessary to implement and complete the tasks assigned by the PRDOH. The Proposer shall not perform any "Per Unit Task" without the explicit request and authorization from the PRDOH.

Task 00: General Administration and Coordination **Per Hour**

The specific services of the Proposer required under this task include, but are not limited to, collaboration with PRDOH CDBG-DR Project Management and Development department and other areas 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 following:

- Supply a Project Manager to coordinate with other Key Staff and support the PRDOH in the CDBG-DR Title Clearance Program
- Attend periodic meetings as required to discuss tasks assigned and their status
- Coordinate the overall performance of tasks under an engagement with PRDOH
- Become thoroughly familiar with PRDOH Title Clearance laws and regulations, and other applicable federal and local legal requirements
- Produce reports to serve as a summary of work with each invoice and upon request from the PRDOH

Task 01: Land Surveyors **Per Unit Task**

As related to the Title Clearance Program, the Land Surveyor shall be responsible for the collection of field data and the plotting of collected data to establish plot plans. Surveys will generally result in plot plans and legal property descriptions for the purpose of providing a cleared title to program applicants. Land Surveyors will not be responsible for making final determinations. These determinations will be made by PRDOH staff. The Land Surveyor will submit packages, including all required documentation, to the PRDOH for the corresponding eligibility and other determinations. This task includes the following sub-tasks:

- **Task 01.A: Land Survey, Plot Plan, and Property Description**
A survey of a lot of land performed to determine the length and direction of land lines and to establish the position of these lines on the ground. The survey will result in a plot plan and legal property description for the purpose of providing a cleared title to program applicants. This sub-task will include the following activities/deliverables:
 - **Property Field Survey:**
 - Prepare and plan the field survey work by analyzing available data and plans of the property to be surveyed, as well as any deed descriptions and maps of all

- adjoining properties, surveyor' records, plot plans, utility maps, field notes, and record of surveys.
- Notify adjoining property owners.
- Establish horizontal and vertical controls in the State Coordinate System in compliance with Act 184 of November 10, 2014, as amended.
- Measure the land/property perimeter.
- Locate property corners, fence lines, hedge rows, walls, and all buildings on the lot being surveyed and on adjoining properties.
- Locate any easements on the site and any invasion thereof.
- Locate any utilities in the site including, but not limited to, power, water, storm-sewer, and telephone/data.
- Locate any water bodies in the site including, but not limited to, lakes, streams, rivers, bays, and coves.
- Locate any adjoining access roads.
- Survey must have a minimum closure error of 1 in 15,000.
- **Property Plot Plan:**
 - Reduce, calculate, and plot data collected on the field.
 - Determine coordinates for the traverse stations and property corners, as well as distance and bearings for property corners.
 - Locate structures on the tract by perpendicular offsets from the nearest property line.
 - Develop the Plot Plan by mapping property corners, property lines, fence lines, and buildings to scale, and any other data required.
 - The Plot Plan must show any easements, utilities, adjoining access roads, as well as the property's and adjoining properties' names.
 - The Plot Plan must include the North orientation, scale, date, and coordinates of control points, the name of the property owner, and the location of adjoining properties with their owner's name.
 - Develop a report stating exactly the evidence found and what procedure was followed in establishing property corners.
- **Property Description:**
 - Identify the property for title purposes and describe its size, shape, and location.
 - Description must be precise, clear, and concise.
 - Property Description should be worded with sufficient legal terms to perpetuate the intent of the parties in a legal sense.
 - The dimensions given should be mathematically correct, and there should be no conflicts on the description of the property or with respect to adjoining areas.
- **Task 01.B: Boundary Determination Survey (When subdivision of property is required)**

Consists of field survey work performed to determine the length and direction of land lines and to establish the position of these lines on the ground. This task will be combined with **Task 01.C** in order for the entire work required to be completed by the Contractor. This task will include the following activities/deliverables:
- **Property Field Survey:**
 - Prepare and plan the field survey work by analyzing available data and plans of the property to be surveyed, as well as any deed descriptions and maps of all adjoining properties, surveyor' records, plats, utility maps, field notes, and record of surveys.
 - Notify adjoining property owners.



- Establish horizontal and vertical controls in the State Coordinate System in compliance with Act 184 of November 10, 2014, as amended.
- Measure the land/property perimeter.
- Locate property corners, fence lines, hedge rows, walls, and all buildings on the lot being surveyed and on adjoining properties.
- Locate any easements on the site and any invasion thereof.
- Locate any utilities in the site including, but not limited to, power, water, storm-sewer, and telephone/data.
- Locate any water bodies in the site including, but not limited to, lakes, streams, rivers, bays, and coves.
- Locate any adjoining access roads.
- Survey must have a minimum closure error of 1 in 15,000.

▪ **Task 01.C: Segregation Plan, Properties Plot Plan and Descriptions**

The subdivision into two or more tracts, in accordance with some prearranged plan, of an area whose boundaries have already been established. For the segregation of lands, new monuments are established on new boundary lines, and a new plot plan and description are prepared for resulting properties. For any segregation of land, the Contractor will first perform a Boundary Determination Survey as per **Task 01.B**. This task will be performed by the Contractor for each property that is subdivided from the original tract of land. This task will include the following activities/deliverables:

○ **Segregation Plan:**

- Establish parameters for the subdivision of land with relation to size and shape, as well as any other required parameter, in coordination with PRDOH.
- Using data obtained from the Property's Boundary Determination Survey, develop the subdivision (segregation) plan showing the following information:
 - Proposed subdivision name or identifying title.
 - North arrow, scale (written and graphic), date of the plan, name, license number and seal of the surveyor.
 - Project location marked on a USGS Topographic Quadrangle Map outlining exact boundaries. Name of the Quadrangle must be indicated, and the original scale maintained. Other types of maps will not be accepted (i.e.: flood, zoning, or tourist maps, aerial or satellite photographs, etc.).
 - FEMA Flood maps;
 - Names of all abutting subdivisions, streets, easements, building lines, parks, and public places, and similar facts regarding abutting properties.
 - Location of all property lines, their dimensions, and lot areas in square meters;
 - Location of existing buildings and other structures.
 - Location of any easements, utilities, adjoining access roads, as well as the property's and adjoining properties' names.

○ **Properties Plot Plan:** For each property resulting from the Segregation Plan:

- Determine coordinates for the traverse stations and property corners, as well as distance and bearings for property corners.
- Locate structures on the tract by perpendicular offsets from the nearest property line.
- Develop the Plot Plan by mapping property corners, property lines, fence lines, and buildings to scale, and any other data required.
- The Plot Plan must show any easements, utilities, adjoining access roads, as well as the property's and adjoining properties' names.



- The Plot Plan must include the north orientation, scale, date, and coordinates of control points, the name of the property owner, and the location of adjoining properties.
- Develop a report stating exactly the evidence found and what procedure was followed in establishing property corners.
- **Properties Description:** For each property resulting from the Segregation Plan:
 - Identify the property for title purposes and describe its size, shape, and location
 - Description must be precise, clear, and concise.
 - Property Description should be worded with sufficient legal terms to perpetuate the intent of the parties in a legal sense.
 - The dimensions given should be mathematically correct, and there should be no conflicts on the description of the property or with respect to adjoining areas.
- **Properties Demarcation on Site:** For each property resulting from the Segregation Plan:
 - Stake out the property boundaries on site with metal bars.
- **Task 01.D: Parcel Grouping Survey, Plot Plan, and Property Description**

Consists of the union of two or more properties, which by virtue of the grouping are extinguished to form a new property. The survey will result in a plot plan and legal property description for the purpose of providing a cleared title to program applicants. The task assumes that the grouped parcels will not exceed 1.00 cuerdas. The task will include:

 - **Properties Field Survey:**
 - Prepare and plan the field survey work by analyzing available data and plans of the properties to be surveyed, as well as any deed descriptions and maps of all adjoining properties, surveyor' records, plot plans, utility maps, field notes, and record of surveys.
 - Notify adjoining property owners.
 - Establish horizontal and vertical controls in the State Coordinate System in compliance with Act 184 of November 10, 2014, as amended.
 - Measure the land/property perimeter.
 - Locate property corners, fence lines, hedge rows, walls, and all buildings on the lot being surveyed and on adjoining properties.
 - Locate any easements on the site and any invasion thereof.
 - Locate any utilities in the site including, but not limited to, power, water, storm-sewer, and telephone/data.
 - Locate any water bodies in the site including, but not limited to, lakes, streams, rivers, bays, and coves.
 - Locate any adjoining access roads.
 - Survey must have a minimum closure error of 1 in 15,000.
 - **Property Plot Plan:**
 - Reduce, calculate, and plot data collected on the field.
 - Determine coordinates for the traverse stations and property corners, as well as distance and bearings for property corners.
 - Locate structures on the tract by perpendicular offsets from the nearest property line.
 - Develop the Plot Plan by mapping property corners, property lines, fence lines, and buildings to scale, and any other data required.



- The Plot Plan must show any easements, utilities, adjoining access roads, as well as the property's and adjoining properties' names.
- The Plot Plan must include the north orientation, scale, date, and coordinates of control points, the name of the property owner, and the location of adjoining properties.
- Develop a report stating exactly the evidence found and what procedure was followed in establishing property corners.
- **Property Description:**
 - Identify the new property for title purposes and describe its size, shape, and location
 - Description must be precise, clear, and concise.
 - Property Description should be worded with sufficient legal terms to perpetuate the intent of the parties in a legal sense.
 - The dimensions given should be mathematically correct, and there should be no conflicts on the description of the property or with respect to adjoining areas.
- **Property Demarcation on Site:**
 - Stake out the new property boundaries on site with metal bars.
- **Task 01.E: Filing of Registration Plans with OGPe/Municipality**

Consists of the presentation to OGPe or an Autonomous Municipality of registration plans and required documents associated to each individual lot within a property for its filing with the Puerto Rico Property Registry once the corresponding approvals are obtained. Presented documentation must include exact information about state flat coordinates, directions and distances from the lots, streets and easements, the scape and uses of the lots to be created and the labeling of the properties to be dedicated or reserved for public use. This task will include:

 - Preparation of documents required for OGPe's and/or the Municipality's approval in accordance with the "*Reglamento Conjunto para la Evaluación y Expedición de Permisos Relacionados al Desarrollo, Uso de Terrenos y Operación de Negocios*" as adopted by the Puerto Rico Planning Board on June 7, 2019. Documents for filing may include:
 - Digital plans, in polygon form, of the project survey and the properties to be registered;
 - Evidence of ownership, be it by means of public deed, lease contract, purchase option contract, registry certification, declaration of heirship, or any other valid standing as provided by regulations;
 - Authorization from the owner to conduct the proposed action;
 - Authorization from the owner to process the application;
 - Certification of any professionals certifying components of the request, as applicable;
 - Recommendation from the Municipality at which the property is located;
 - Document establishing any easements and restrictions, as required by regulation and provided for in the registration plan; and
 - Any other documentation required by OGPe or the Municipality.
 - Filing of all documents (including registration plans) with OGPe or the Municipality, as applicable.
 - Payment of the cost of filing up to \$100.00. Any filing fees required in excess of \$100.00 will be submitted for reimbursement.



- Follow-up with the Agencies for the approval of the case.

Task 02: Appraisals **Per Unit Task**

As related to the Title Clearance Program, the Appraiser shall be responsible for the collection of all field information related to the appraisal of properties for the PRDOH acquisition or transfer of real estate property. The Appraiser will not be responsible for making final determinations. These determinations will be made by PRDOH staff. The Appraiser will submit application packages, including all required documentation, to the PRDOH for the corresponding eligibility and determination. This task shall include the following:

- **Appraise**
 - Appraise and prepare appraisal reports in accordance with the Uniform Standards of Professional Appraisal Practices, and federal and local enactments.
 - Review and prepare appraisal review reports in accordance with the Uniform Standards of Professional Appraisal Practices, and federal and local enactments.
 - Appraisal reports must include cost, direct sales, and/or income capitalization approaches depending on applicability. Where necessary, obtain title reports for the subject properties as required; review reports for additional interests and conditions.
 - Perform an inspection of the subject property. The inspection should be appropriate for the appraisal problem.
 - Any other task necessary complete the objectives of the CDBG-DR Title Clearance Program.

Task 03: Title Searches **Per Unit Task**

As related to the Title Clearance Program the Title Investigator shall be responsible for the collection of all required information related to the PRDOH acquisition or transfer of property. Title Investigators will prepare a title report based on an investigation performed personally at the Registry for the demarcation of the property and an investigation of the Puerto Rico Registry of Property's Karibe. The Title Investigator will identify the legal description of the property, who is the last owner of the property and the existence or absence of easements, mortgages, or other liens on the property that may affect a clear title on the property. Title Investigators will not be responsible for making final determinations, these determinations will be made by PRDOH staff. The PRDOH will provide information regarding its property's portfolio, such as registry data and property page. In the cases where there is no formal description of a property, the Title Clearance Contractor will be responsible for establishing the description. The Title Investigator will submit packages, including all required documentation, to the PRDOH for the corresponding eligibility and determination. This task shall include the following:

- Property Title Searches
- Prepare a detailed report describing the property as per the Registry information, including a chain of title
- Any other task necessary complete the objectives of the CDBG-DR Title Clearance Program.

Task 04: Property Title Certification ("Certificaciones Registrales") **Per Unit Task**

Title Investigator will also obtain the legal description of the property, accessing the Puerto Rico Registry of Property's Karibe System and request to the Registrar for them to investigate and certify current status of the property, Property Title Certifications ("Certificaciones Registrales"). Each certification, regardless of the number of entries referred to, has a cost of \$15. In the case of negative certifications, they are \$25 per real property.



Task 05: Petitions to Registry ("Instancia") **Per Unit Task**

A Petition or "Instancia" shall be used for the clarification of particularities as a supplement to transfers or actions on real estate property provided by law and to request the cancellation of prescribed liens. This document may be prepared and subscribed by an attorney in which a party with interest is making a request to the Registrar of the Property.

The Tariff Act of the Registry of Property of Puerto Rico of 1970, as emended, establishes the tariffs to be paid for each Registry of Property transaction. In general, any document filed in the Registry is subject to tariffs based on the amount of transaction.

The Proposer will be responsible for the payment of any fees associated to the preparation and filing of the Petitions to the Registry. In the specific case of Property Registry Tariffs, The PRDOH will reimburse the Proposer, at cost, any Property Registry Tariffs and Internal Revenue Stamps or Seals as established by law. The contract will include an allowance for this.

Task 06: Notarial Act ("Acta Notarial") **Per Unit Task**

The Notary Public, at request of a party or on their own initiative and under their oath, signature, sign, flourish and notarial seal, shall extend and execute certificates which consign facts and circumstances witnessed by them or of which they have personal knowledge and that due to their nature do not constitute a contract or juridical business (e.g. "Acta de Edificación"). A corrective deed may be used to fix errors committed on previously executed deeds in the manner prescribed by law (e.g. "Acta de Subsanación"). Attorneys at Law – Notary Public are authorized to charge fees for their notarial services as regulated by Articles 77 and 78 of Act No. 75 of July 2, 1987. The fixed fees established in Article 77 of Act No. 75, supra, shall not impair or limit the notary from charging the fees he/she believes reasonable and prudent in accordance with Canon 24 of Professional Ethics for the fixing of fees, for his prior and preparatory efforts, including the subsequent ones, such as background and titles, studies, consultations, opinions, preparation of certificates and compensated powers of attorney in which the notary renders an additional service as a lawyer. The Proposer will be responsible for the payment of any fees associated to the preparation and execution of Notarial Acts. PRDOH will compensate the Proposer for Notarial Acts at the unit prices submitted with the Proposal.

Task 07: Declaration of Heirship **Per Unit Task**

For purposes of the Registry, the hereditary succession document, contains the will or succession of heirs in absence of a will, be it of a judicial nature or in agreement with Act No. 282-1999, as amended, "Ley de Asuntos No Contenciosos Ante Notario". According to Article 2 of Act No. 282-1999, supra, instead of filing a Petition to the Court, and if there are no disputes with the deceased's estate, the heirs may opt for the Declaration Act of *ab intestate* heirs from a Notary Public. The Proposer shall also be responsible for the registration of the hereditary succession document at the Property Registry to the name of the heirs along with all documents needed, including any resolution from the tribunal, the Treasury Department of Puerto Rico tax waiver, and all necessary certifications (e.g. Centro de Recaudacion de Ingresos Municipales "CRIM"). After these documents have been issued, they must be presented through the corresponding Petition to Registry "Instancia". Attorneys at Law – Notary Public are authorized to charge fees for their notarial services as regulated by Articles 77 and 78 of Act No. 75 of July 2, 1987. The fixed fees established in Article 77 of Act No. 75, supra, shall not impair or limit the notary from charging the fees he believes reasonable and prudent in accordance with Canon 24 of Professional Ethics for the fixing of fees, for his prior and preparatory efforts, including the subsequent ones, such as background and titles, studies, consultations, opinions, preparation of certificates and compensated powers of attorney in which the notary renders an additional service as a lawyer. The Proposer will be responsible for the payment of any fees associated to the preparation and



execution of Declaration of Heirships. PRDOH will compensate the Proposer for Declarations of Heirship at the unit prices submitted with the Proposal. In the specific case of Property Registry Tariffs and Internal Revenue Stamps, the PRDOH will reimburse the Proposer, at cost, as established by law. The contract will include an allowance for this.

Task 08: Sworn Statements	Per Unit Task
A statement prepared and notarized by a licensed Attorney at Law and Notary Public in good standing in Puerto Rico. For executing sworn statements, authentication of signatures or affidavits, the fees the PRDOH will compensate the Proposer at the unit process submitted with the Proposal. The Proposer will be responsible for the payment of any fees associated to the preparation and execution of Sworn Statements.	

Task 09: Notarial Deeds ("Escritura Pública")	Per Unit Task
The Attorney-Notary Public shall draft and execute notarial deeds and all other necessary documents to remove liens, judgment or any defects to achieve title clearance, to constitute a clear title on real property owned by PRDOH or any other governmental agency and for registration of property which are not recorded in anyone's name, as well as the resumption of the interrupted successive tract in the Registry of Property. All notarial or public documents authorized, including public deeds and notarial certificates whether they are originals or certified copies; and services provided by a Notary Public shall be in compliance with the Puerto Rico Notarial Act, Act No. 75 of July 2, 1987, as amended. For authorization of instruments concerning valuables, the notarial fees to be received shall be in the amount which results from applying the value of the assets subject to the documented legal transaction or where a thing or amount of a determinable value is involved, in accordance to the Notarial fees Rates schedule established in Article 77 of Act No. 75, supra. Draft and execute deeds and/or procedures for registration of property which are not recorded in anyone's name, as well as the resumption of the interrupted successive tract in the Registry of Property. The fixed fees established in Article 77 of Act No. 75, supra, shall not impair or limit the notary from charging the fees he believes reasonable and prudent in accordance with Canon 24 of Professional Ethics for the fixing of fees, for his prior and preparatory efforts, including the subsequent ones, such as background and titles, studies, consultations, opinions, preparation of certificates and compensated powers of attorney in which the notary renders an additional service as a lawyer.	

The Tariff Act of the Registry of Property of Puerto Rico of 1970, as amended, establishes the tariffs to be paid for each Registry of the Property operation. In general, any document filed in the Registry, is subject to tariffs based on the amount of the transaction. Also, according to the Notarial Tariff Act of 1943, Act No. 101 of May 12, 1943, as amended, on each original document or instrument, entered by a notary for its official registration and copies thereof, there shall be affixed and cancelled internal revenue stamps based on values and denominations established therein.

The Proposer will be responsible for the payment of any fees, tariffs, and internal revenue stamps associated to the preparation, execution, and filing of the Notarial Deed. In the specific case of Property Registry Tariffs and Internal Revenue Stamps, the PRDOH will reimburse the Proposer, at cost, as established by law. The contract will include an allowance for this.

Task 10: Proof of Ownership Evidence to Justify ("Expediente de Dominio")	Per Unit Task
The Attorneys at Law – Notary Public shall be responsible to file a sworn statement with the Court of First Instance of the territory in which the property is located, or in the territory where its main portion is located if it is a property located in several territorial demarcations. Said statement shall contain, among other:	

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- The name and other personal data of the applicant and his spouse, if any, at the time of acquiring ownership of the property and at the time of making the application, if they are different
- An exact description of the property with its boundaries and dimensions
- The code number as it appears in the Bureau of Assessment of the Department of the Treasury
- The fact that the property does not appear recorded in the Property Registry
- A list of the encumbrances on the property, if any, and if not, the fact that it is free of encumbrances
- A list of the known previous owners with a statement on the personal data of the immediately previous owner
- The way it was acquired from the immediately previous owner
- The length of time he and the previous owners possessed the property publicly, peacefully, continuously, and as owners
- The fact that the property, or in the case of a merger, those which compose it, with their alleged present dimensions, has maintained the same configuration during the terms provided by §§ 5278 and 5280 of Title 31
- The present value of the property
- The legal proof to be presented.
- Other allegations which, by law, may be in order in each case

The Attorney at law will also be responsible for notifying, either personally or by certified mail, all parties required under Act 210 of December 8, 2015, as amended. This task will also entail the publication of the edict as required by Act 210, and any court appearances and follow-up of the case with the court until completed. Refer to 30 L.P.R.A. § 6291 for more details on notifications and summons procedures. The Proposer will be responsible for the payment of any fees associated to the preparation and filing of the case with the court, as established by law.

This task assumes that the judicial proceedings will be an *ex parte*.

Additional Services (Allowance)

Specific cases may require additional services to the ones stated above. For such services, the contract shall include an allowance and the Proposer shall provide the PRDOH with unit pricings and hourly rates for the additional tasks to be performed. No additional task may be performed by the Proposer without authorization of the PRDOH. Whenever an additional service will be utilized, the Selected Proposer will submit to the PRDOH a Request for Authorization (RFA), which includes the justification and costs for the services. An allowance would be included in the contract for these additional services available on as-needed basis, after the RFA is approved by PRDOH.

Identified additional task at the moment are as follows:

▪ Appraisal Additional Services ("Narrativas")	Per Unit Task
The Proposers shall have or will secure, at its own expense, all personnel required to perform the services herein requested to support the CDBG-DR Title Clearance Program. Proposer must be able 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. These additional services will be compensated based on a fix price per unit for the Appraisal additional tasks identified. The Appraisal additional services shall include, but are not limited to the following tasks:	

- **Appraisal Narrative Report:**
 - o Must include an adequate description of the physical characteristics of the property being appraised (i.e. sketch of the property and provide the location and dimensions of any improvements) and a description of comparable sales.
 - o The analysis shall require the study of all value influences and may take one of the following approaches: (i) the current cost of reproducing or replacing the home, minus an estimate for depreciation plus the value of land; (ii) the value indicated in recent sales of comparable properties in the market; and (iii) the value that the property's net earning power will support.
 - o The appraisal report should also include adequate photographs of the subject property and comparable sales, and provide location maps of the property and comparable sales;
 - o Property right(s) to be acquired, e.g., fee simple, easement, etc.;
 - o Valuation Method or Approach used to determine property value and its definition;
 - o Date of the appraisal report and the date of valuation;
 - o A realty/personally report as required by 49 CFR 24.103(a)(2)(i);
 - o Title information, Location, Zoning, Present use, and at least a 5-year sales history of the property;
 - o Identify the highest and best use. (If highest and best use is in question or different from the existing use, provide an appropriate analysis identifying the market based highest and best use.)
 - o Report appraiser's, opinions, and conclusions in the appraisal report.
 - o The Appraisal Report must be certified by the appraiser.
 - o Any other information necessary for the completeness of the report.
- Any other task necessary complete the objectives of the CDBG-DR Title Clearance Program.

▪ Land Survey Additional Services	Hourly Tasks
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The Proposers shall have or will secure, at their own expense, all personnel required to perform the services herein requested to support the CDBG-DR Title Clearance Program. Proposer must be able 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. These additional services will be compensated based on hours worked and hourly rates for the land surveying additional tasks identified.

The Land survey additional services shall include, but are not limited to, the following tasks:

- Elevation Certificate
- Measurement Certification
- Boundary Rectification and document filing
- Court visits
- Segregation or Subdivision of any tract, lot or parcel of land
- Any other task necessary complete the objectives of the CDBG-DR Title Clearance Program as related to Land Surveying.

For these services, the Proposers shall have available, at minimum, any of the following positions:

- **Land Surveyor:** Shall have the responsibilities and minimum requirements set forth in Section 3.1.2 of this Scope of Work.




- **Surveyor-In-Training:** Shall assist the Land Surveyor in its responsibilities as stated in Section 3.1.2. Surveyors-In-Training must have a Bachelor's Degree in Surveying, Geomatics or related field, and have a valid Land Surveyor-In-Training license.
- **Draftsman:** Shall work under the supervision of the Land Surveyor and be responsible for designing plans using computer-aided design and drafting software with data collected on the field and calculation performed by the Land Surveyor.
- **Surveying Crew Member:** Shall work under the supervision of the Land Surveyor. Acts as a member of a field survey crew engaged in making plane and/or geodetic surveys for construction, topographic, right-of-way, and control survey projects. Participates in pre-survey planning meetings. Gathers field survey data through the use of conventional and global positioning system methods; sets up, adjusts, and operates surveying equipment, including electronic total station, data collector, and GPS equipment, in order to measure distances, elevations, and angles; prepares field notes and drawings; among other responsibilities. Surveying Crew Members shall have experience performing field surveys in Puerto Rico.

▪ **Legal Title Clearance Additional Services** **Hourly Tasks**

The Proposers shall have or will secure, at its own expense, all personnel required to perform the services herein requested to support the CDBG-DR Title Clearance Program. Proposer must be able 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. These additional services will be compensated based on hours worked and hourly rates for the legal title clearance additional services identified.

The Legal Title Clearance additional services shall include, but are not limited to the following tasks:

- Court appearances
- Any other task necessary to complete the objectives of the CDBG-DR Title Clearance Program.

For these services, the Proposers shall have available any of the following positions:

- **Attorney at Law:** Shall have the responsibilities and minimum requirements set forth in Section 3.1.2 of this Scope of Work.
- **Paralegal:** Shall support Attorneys at Law by maintaining documents, drafting documents, organizing files, calling on legal witnesses, interviewing clients, maintaining legal, and other tasks. Paralegals shall have a minimum of three (3) years of experience in the position.

▪ **Title Specialists Additional Services** **Hourly Tasks**

The Proposers shall have or will secure, at its own expense, all personnel required to perform the services herein requested to support the CDBG-DR Title Clearance Program. Proposer must be able to provide competent and fully qualified to perform the scope of work under this contract. Title Specialists will assist the PRDOH's own Title Specialists in their tasks whenever the PRDOH determines that additional resources are required to maintain a steady flow of applications moving forward in the process. These additional services will be compensated based on hours worked and hourly rates for the title specialist additional services.

For these services, the Proposer shall have available any of the following positions:

- **Title Clearance Specialist:** Shall have the responsibilities and minimum requirements set forth in Section 3.1.2 of this Scope of Work.



▪ Title Searches Updates	Per Unit Task
Performs and updates previously performed title study investigations and reports based on an investigation performed personally at the Registry for the demarcation of the property and an investigation of the Puerto Rico Registry of Property's Karibe System.	

END OF SCOPE OF WORK

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Compensation Schedule

Title Clearance Program Services | Request for Proposals No. CDBG-DR-RFP-201
Deval, LLC

Total Contract Award: \$9,497,124.00

GENERAL MANAGEMENT AND ADMINISTRATION

Position	Qty. of Resources	Max. Hours Per Month	Rate Per Hour	Max. Monthly Cost
Manager	1	80	\$132.30	\$10,584.00
36 Months of Management and Administration:				\$381,024.00

PER UNIT TASKS

Task	Unit Price	Estimated Quantity	Units	Total Cost	Notes
01: Land Surveyors					
01.A: Land Survey, Plot Plan, and Property Description					
Lots/Parcels up to 600 sq.mt. (0.15 cuerdas)	\$675.00	3,000	EA	\$2,250,000.00	For calculating the Total Cost it is assumed that all task quantities are for Lots/Parcels from 1,201 sq.mt. to 2,000 sq.mt. (0.50 cuerdas)
Lots/Parcels from 601 sq.mt. to 1,200 sq.mt. (0.30 cuerdas)	\$725.00		EA		
Lots/Parcels from 1,201 sq.mt. to 2,000 sq.mt. (0.50 cuerdas)	\$750.00		EA		
Lots/Parcels from 2,001 sq.mt. to 7,860 sq.mt. (2.00 cuerdas)	\$850.00		EA		
Lots/Parcels from 7,861 sq.mt. to 11,790 sq.mt. (3.00 cuerdas)	\$900.00		EA		
01.B: Boundary Determination Survey (Just Fieldwork)					
Lots/Parcels up to 5,895 sq.mt. (1.50 cuerdas)	\$1,000.00	150	EA	\$150,000.00	For calculating the Total Cost it is assumed that all task quantities are for Lots/Parcels from 6,879 sq.mt. to 9,825 sq.mt (2.50 cuerdas)
Lots/Parcels from 5,896 sq.mt. to 6,878 sq.mt. (1.75 cuerdas)	\$1,000.00		EA		
Lots/Parcels from 6,879 sq.mt. to 9,825 sq.mt. (2.50 cuerdas)	\$1,000.00		EA		
Lots/Parcels from 9,826 sq.mt. to 11,970 sq.mt. (3.00 cuerdas)	\$1,100.00		EA		
Lots/Parcels from 11,791 sq.mt. to 19,650 sq.mt. (5.00 cuerdas)	\$1,200.00		EA		
01.C: Segregation Plan, Properties Plot Plan and Descriptions	\$850.00	150	EA	\$127,500.00	
01.D: Parcel Grouping Survey, Plot Plan, and Property Description	\$850.00	150	EA	\$127,500.00	
01.E: Filing of Registration Plans with OGPe/Municipality	\$1,050.00	1,500	EA	\$1,575,000.00	Filing fees required in excess of \$100 will be submitted for reimbursement.
02: Appraisals	\$415.00	1,500	EA	\$622,500.00	
03: Title Searches	\$115.00	3,000	EA	\$345,000.00	
04: Property Title Certifications ("Certificaciones Registrales")	\$225.00	1,500	EA	\$337,500.00	
05: Petitions to Registry ("Instancias")	\$413.00	375	EA	\$154,875.00	
06: Notarial Act ("Acta Notarial")	\$561.00	375	EA	\$210,375.00	
07: Declaration of Heirship ("Declaratoria de Herederos")	\$1,480.00	375	EA	\$555,000.00	
08: Sworn Statement ("Declaración Jurada")	\$42.00	3,000	EA	\$126,000.00	
09: Notarial Deeds ("Escritura Pública") In compliance with Article 77 of Act 75 of July 2, 1987, as amended, for the authorization of instruments of valuables or in which a thing or amount of determinable value whose value exceeds \$10,000, but does not exceed \$5,000,000 dollars, the notarial fees fixed will be established by agreement between the parties, but will never be greater than 1% nor less than 0.5% of its value.	0.75%	1,500	EA	\$900,000.00	For calculating the Total Cost it is assumed that all task quantities are for transactions with a value of \$80,000. Percentage fee does not include Property Registry Tariffs, nor does it include Internal Revenue Stamps or Seals. These will be reimbursed, at cost, to the Proposer as established by law.
10: Proof of Ownership Evidence to Justify ("Expediente de Dominio")	\$1,350.00	300	EA	\$405,000.00	
Total Per Unit Tasks:				\$7,886,250.00	
Sub-Total Base Contract Cost:				\$8,267,274.00	

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Compensation Schedule

Title Clearance Program Services | Request for Proposals No. CDBG-DR-RFP-2018-07

Deval, LLC

Total Contract Award: \$9,497,124.00

CONTRACT ALLOWANCES

Allowance Title	Amount	Notes
Allowance for Tariffs, Internal Revenue Stamps or Seals, and Filing of Registration Plans with OGPe/Municipality: To be used for the reimbursement of costs incurred by Proposer in Property Registry Tariffs, Internal Revenue Stamps or Seals, and filing fees for Registration Plans with OGPe/Municipalities in excess of \$100.	\$849,750.00	Assumes that all Petitions to Registry ("Instancias"), Declaration of Heirship ("Declaratoria de Heredera"), and Notarial Deeds ("Escritura Publica") are for a value of \$80,000. Therefore, each Notarial Deed will have Tariffs and Internal Revenue Stamps or Seals in the amount of \$424.00; and each Petition to Registry and Declaration of Heirship will have a Tariffs in the amount of \$285.00. Assumes reimbursement of any amount in excess of \$100 related to filing of Registration Plans with OGPe/Municipality for each individual lot within a property.
Allowance for Additional Services: To be used for the compensation of any additional services as identified in the Scope of Work. Compensation will be at the unit prices and rates proposed in the Additional Services Table below.	\$380,100.00	

ADDITIONAL SERVICES

Task	Unit	Unit Price
Special Appraisals ("Narrativa")	Each	\$1,750.00
Additional Land Survey Services		
Land Surveyor	Hours	\$125.00
Surveyor-In-Training	Hours	\$80.00
Draftsman	Hours	\$57.00
Surveying Crew Member	Hours	\$38.00
Additional Legal Title Clearance Services		
Attorney at Law	Hours	\$145.00
Paralegal	Hours	\$55.00
Additional Title Specialist Services		
Title Clearance Specialist	Hours	\$55.86
Title Searches Updates	Each	\$60.00

John

Deval



GOVERNMENT OF PUERTO RICO

Department of Housing

FORM DV-OSPA-78-5

ATTACHMENT 5

OSPA

AMENDED

Request for Proposals

Title Clearance Programs Services

Community Development Block Grant – Disaster Recovery

Puerto Rico Department of Housing

Secretary for Legal Affairs

Insurance Section

(Revised for Addendum No. 2)

SPECIAL INSURANCE AND BONDING SPECIFICATIONS
FOR PROFESSIONAL SERVICESLICITATION NUMBER - CDBG-DR-RFP-2018-07A. All bidders will submit a BID BOND

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

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

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

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

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

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

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

COVERAGE		LIMIT
• 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 (Any one person)
II. Employer's Liability Stop Gap:		
• Bodily Injury by Accident		\$1,000,000.00
Each Employee		\$1,000,000.00
Each Accident		
• Bodily Injury by Disease		\$1,000,000.00
Each Employee		\$1,000,000.00
Each Accident		
III.	Personal Property under care, custody and control:	\$1,000,000.00
IV.	Garage Liability and Garage Keepers – Legal Liability Forms	\$1,000,000.00 (occ.agg)

(X) 3. Crime Insurance

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

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

LIMIT
• Auto Liability - \$500,000.00
• Physical Damages - \$500,000.00
• Medical Payments - \$5,000.00
The Commercial Auto cover must be applied to the following symbols:
• Liability Coverage -1
• Physical Damages – 2 and 8

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•	Hired – Borrowed Auto - 8
•	Non-Owned Auto Liability - 9

(X) 5. 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.

(X) 6. Umbrella

Limit - \$10,000,000.00

(X) 7. Payment and Performance Bond

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

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

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

(X) e. 90 Days Cancellation Clause

- (X) 9** 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.

C. TERMS AND CONDITIONS

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

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

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

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

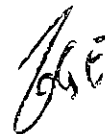


2. To be enjoying a good economic situation and to be classified under the Category of B+ by the "Best Rating Guide".
3. Submit to the *LHA a written certification as evidence of full payment of premiums by the Contractor. Mention each risk coverage premium separately.
4. Avoid sub-contractual obligations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

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

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

Therefore, we emphasize that prior to commencing work or receiving written notice to proceed with such work or being authorized to commence work, the successful prime contractor has the responsibility to provide the *LHA with evidence to the effect that all insurance and/or bonds required under the special



conditions or required under the sub-contract to each of the sub-contractors or sub-sub-contractors are current and duly approved by the Insurance Section of the *LHA.

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

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

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


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

G. CERTIFICATE OF INSURANCE SECTION

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

DESCRIPTION OF THE SERVICES: Title Clearance Programs Services

December 18, 2018
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.

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:

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

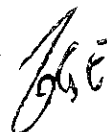
Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, 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 Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 (Appropriations Act), as amended, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including if certain expenses are allowed.

3. BREACH OF CONTRACT TERMS

The PRDOH reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this Contract, in instances where the CONTRACTOR or any of its subcontractors violate or breach any Contract term. If the CONTRACTOR or any of its subcontractors violate or breach any Contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the Contract documents, and the rights and remedies available



thereunder, shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. REPORTING REQUIREMENTS

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

5. ACCESS TO RECORDS

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

6. MAINTENANCE/RETENTION OF RECORDS

All records (files, data, work product) connected with this 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.

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 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by HUD.

9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The 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 timeliness of program services, aids or benefits that they provide or the manner in which they provide them. This prohibition applies to intentional discrimination as well as to procedures, criteria or methods of administration that appear neutral but have a discriminatory effect on individuals because of their race, color, or national origin. Policies and practices that have such an effect must be eliminated unless a recipient can show that they were necessary to achieve a legitimate nondiscriminatory objective.

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

The CONTRACTOR shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

11. SECTION 504 OF THE REHABILITATION ACT OF 1973

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



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

12. AGE DISCRIMINATION ACT OF 1975

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

13. DEBARMENT, SUSPENSION, AND INELIGIBILITY

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

14. CONFLICTS OF INTEREST

The CONTRACTOR shall notify the PRDOH as soon as possible if this 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.

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.

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).

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

20. DAVIS-BACON ACT

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

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

All laborers and mechanics employed by 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.

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.

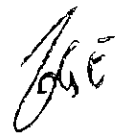
23. SECTION 503 OF THE REHABILITATION ACT OF 1973

(Applicable to contracts exceeding \$10,000)

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

Equal Opportunity for Workers with Disabilities:

- 1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the CONTRACTOR;
 - (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the CONTRACTOR including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.



- 2) The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 3) In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 4) The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The CONTRACTOR must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the CONTRACTOR may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- 5) The CONTRACTOR will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- 6) The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

24. EQUAL EMPLOYMENT OPPORTUNITY

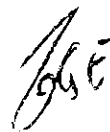
(Applicable to construction contracts and subcontracts exceeding \$10,000)

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

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.
- 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.
- 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.

- 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.

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



forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

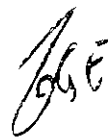
26. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS
(Applicable to contracts exceeding \$100,000)

The CONTRACTOR and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- 1) A stipulation by the CONTRACTOR or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
- 2) Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 3) A stipulation that as a condition for the award of the 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.
- 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)



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)

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.

- 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.
- 4) The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate



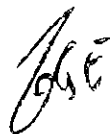
action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

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

30. FAIR HOUSING ACT

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

31. ENERGY POLICY AND CONSERVATION ACT



CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency as contained in the 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.

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.

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.

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.



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 CFR 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.

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.)

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).



ATTACHMENT G

PERFORMANCE REQUIREMENTS

Program will require tasks to be performed for each case:

- a. through a written referral from Program
- b. through Canopy System, and approved by Program

Service Provider, including any subcontractor, is directly responsible for ensuring accuracy, timeliness, and completion of all tasks assigned under this contract. Consequently, PRDOH reserves the right to request the removal of any staff not performing to standard.

Program will require periodic case status reports, including:

I. Tasks

- a. a relation of tasks performed (completed) within established terms of time and a reference to the corresponding case;
- b. a relation of tasks not completed, along with detailed explanatory narrative and any supporting evidence or document, as well as a reference to the corresponding case; and
- c. expected date of completion

II. Notifications and summons (applicable to cases filed in court)

- a. a relation of sent, served or published notifications by registered mail, subpoenas, personal summons, and summons by public notice, along with a reference to the corresponding case;
- b. a relation of unsent, unserved or unpublished notifications, subpoenas or summons, along with detailed explanatory narrative and any supporting evidence or document, as well as a reference to the corresponding case; and
- c. expected date of completion

The report will be submitted monthly, during the first ten days of next month. Cases referred for services before the sixteenth day of a given month will not be included in that monthly report but in next. However, Program has the prerogative to require a status report whenever deemed necessary.



Meetings

Program will schedule periodic meetings with contractors (service providers) 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.



DEADLINES PER TASK

Land Survey Services	
Land Survey; Plot Plan; Property Description; Segregation; Grouping; Filing and Registration with OGPe or Municipality	Thirty (30) days to complete all tasks needed for a particular case
Appraisal services	Fifteen (15) days
Title Search Services	
Title Searches	Ten (10) days
Property Title Certifications	Ten (10) days to make the request to Property Registry
Legal/Notarial Services	
Sworn Statements	Five (5) days
Notarial Acts	Ten (10) days
Petitions to Registry	Five (5) days to file from the day of notification of the Relieve from Dept. of Treasury (Declaration of heirship) Ten (10) days for other Petitions to Registry
Declaration of Heirship	Thirty (30) days to correctly submit along with all relevant evidence, as required by 32 L.P.R.A. secs. 2301 y 2302.
Notarial Deeds	Ten (10) days to execute it, from completion of successful title clearance services
Proof of Ownership evidence to Justify	Thirty (30) days to correctly submit along with all relevant evidence, as required by article 185 of Public Act #210-2015; Twenty (20) days to send or serve notifications, and to request publication of notices (edicts) to newspaper, from the date case was filed in court; Five (5) days to request a hearing to the court, after twenty (20) days of the publication of the last edict.
Inscription of title documents at Property Registry	Five (5) days from execution of deed or notification of court resolution

Unless otherwise stated, terms will apply from the date the task required by Program is notified to contractor. Moreover, they may be modified if deemed necessary by Program (PRDOH), with due notification to contractor. The necessity of tasks, such as sworn statements, notarial acts and petitions to Registry will be part of the Program monitoring to the contractors.

PRDOH may impose sanctions against contractor for any default to terms, conditions or requirements of the contract. Contractor shall pay to PRDOH as liquidated damages, \$50 for each calendar day that any task deliverable required is late until deemed in compliance subject to a maximum of \$1000. 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, is 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 the 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.

As to reporting requirements, the Contractor shall complete and submit all reports, in such form and according to such schedule, as required hereunder and in accordance with contract.

Performance requirements included in this document will apply to contractor and any subcontractor, according to the contract.

Engagement in proscribed conduct by contractor may result in the cancellation of the contract, penalties under federal and state laws, such as Act No. 2 of July 4, 2018 and Act No. 1 of January 3, 2012, as amended, as well as federal and state regulations. Policies, procedures, directives and executive orders may also be of application, according to contract terms.

