GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

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

PRDOH REGISTERED
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CDBG-DR CONTRACT ADMINISTRATION

AGREEMENT FOR
PROGRAM MANAGEMENT SERVICES FOR THE
CEWRI HH AND CEWRI DR PROGRAM
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
ICF INCORPORATED, LLC

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This **AGREEMENT FOR PROGRAM MANAGEMENT SERVICES FOR THE CEWRI HH AND CEWRI DR PROGRAM**, (**Agreement**) is entered into in San Juan, Puerto Rico, this 3 of March, 2023, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (**PRDOH**), a public agency created under Act No. 97 of June 10, 1972, as amended, 3 LPRA § 441, *et seq.*, known as the "Organic Act of Department of Housing" with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of San Juan, Puerto Rico, in his capacity as Secretary; and **ICF INCORPORATED, LLC** (**CONTRACTOR**), with principal offices in 1902 Reston Metro Plaza, Reston, VA 20190, herein represented by Dorothy A. Shields, in her capacity as Senior Director Contracts, of legal age, single, and resident of Fairfax, VA, 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 on 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 Community Development Block Grant – Disaster Recovery (**CDBG-DR**) Program. 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, 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, pursuant to a letter dated February 23, 2018, sent by the former Governor of Puerto Rico to the Secretary of HUD, the PRDOH is the governmental agency designated as the grantee of the CDBG-DR funds allocated to the Government of Puerto Rico.

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

accountability and is committed to the responsible, efficient, and transparent administration of CDBG-DR grant funding.

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

WHEREAS, under the Further Additional Supplemental Appropriations Act for Disaster Relief Requirements Act, 2018, (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, Pub. L. 115–123, approved February 9, 2018), $8.285 billion were allocated by HUD for mitigation activities and assistance to the Government of Puerto Rico under the Community Development Block Grant – Mitigation (**CDBG-MIT**) Program. These funds are intended to provide financial assistance in areas impacted by recent disasters. Moreover, CDBG-MIT funds represent a unique and significant opportunity for Puerto Rico to carry out strategic and high-impact activities to mitigate disaster risks and reduce future losses.

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WHEREAS, on August 30, 2019, a Notice was published in the Federal Register, Vol. 84, No. 169, (84 FR 45838), which described the grant requirements and procedures applicable to future allocations of CDBG-MIT funds to the Government of Puerto Rico.

WHEREAS, on May 12, 2021, the PRDOH Secretary and the Secretary of HUD signed Grant Agreement Number B-18-DP-72-0002; allowing PRDOH access to $8,285,284,000 in CDBG-MIT funding, obligated under Pub. L. 115-123, as amended.

WHEREAS, the PRDOH is the government agency designated as the grantee of the CDBG-MIT funds allocated to the Government of Puerto Rico.

WHEREAS, the PRDOH is interested in contracting a program management firm to assist PRDOH with the CEWRI, and the CEWRI-HEWRI and CEWRI IP (collectively referred to as CEWRI-HH Programs) and other CDBG-DR and CDBG-MIT funded programs under the current and subsequent action plans. This firm will support PRDOH's objectives of ensuring compliance with all CDBG-DR/MIT, 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/MIT related activities.

WHEREAS, on April 29, 2022, the PRDOH issued Request for Proposal No. CDBG-MIT-RFP-2022-01 with CDBG-DR funds. This request was placed through the CDBG-DR website and the "Registro Único de Subastas" (**RUS**, by its Spanish acronym). Afterward, PRDOH requested Quotations or Proposals from qualified Proposers therein registered. Through this procurement process, PRDOH was able to reach seven (7) qualified firms listed for their capacity and experience with federal grants to deliver qualified services.

WHEREAS, on June 29, 2022, 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 has duly adopted a Resolution dated June 1, 2022, authorizing the CONTRACTOR, via its Senior Director Contracts, Dorothy A. Shields to enter into the Agreement with the PRDOH.

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

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

I. TYPE OF CONTRACT

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

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

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Attachment A	Proposal
Attachment B	Scope of Services
Attachment C	Compensation Schedule
Attachment D	Performance Requirements
Attachment E	Insurance Requirements
Attachment F	HUD General Provisions
Attachment G	Contractor Certification Requirement
Attachment H	Non-Conflict of Interest Certification

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. The Agreement shall prevail if any inconsistency appears between the Attachments and this Agreement.

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 on March, 3, 20 26.

B. **Contract Extensions:** PRDOH may, at its sole discretion, extend the Agreement's term for two (**2**) additional terms of **twelve (12) months**, or expressed in days, **three hundred and sixty-five (365) days** upon mutual written agreement of the parties.

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

III. SCOPE OF SERVICES

The CONTRACTOR will provide the services described in **Attachment B** 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 the 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 C** 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 **TWENTY-FIVE MILLION NINE HUNDRED EIGHTY-SEVEN THOUSAND FIVE HUNDRED TWENTY-SIX DOLLARS AND EIGHTY-FIVE CENTS ($25,987,526.85)**; **Account Number MITM11CEWDOHHILM 6090-01-000.**

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

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D. Any additional funds to complete the services requested by the PRDOH to the CONTRACTOR will be subject to evaluation before acceptance as well as funds availability and will require an amendment to this Agreement.

E. The CONTRACTOR shall submit an invoice to PRDOH on a monthly basis. Said invoice must be submitted including all required invoice supporting documents, including but not limited to monthly reports, timesheets, invoice and photos evidence, expense plan and/or work projections. If PRDOH determines that the submitted invoice and supporting documents are acceptable, then the invoice will be approved for payment.

F. The services rendered under the Agreement, shall be payable within **forty-five (45) business days** from the date the invoice is received and approved by a PRDOH representative for payment. If PRDOH raises any objections, PRDOH will return the invoice for corrections and the CONTRACTOR shall modify the invoice and return it within **five (5) business days**. Once the CONTRACTOR returns the modified invoice, the PRDOH shall resume and conclude the payment process within the next **forty-five (45) business days**.

G. 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.

H. While providing the services under this Agreement, the CONTRACTOR must adhere to the applicable requirements of the CDBG-DR/MIT grant. If the CONTRACTOR performs ineligible activities under the CDBG-DR/MIT grant or program, the CONTRACTOR cannot include them in the invoice for payment to the CONTRACTOR.

I. 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.

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

K. In order for the CONTRACTOR to receive payment for any work performed hereunder, the following certification must be included in each application for payment or invoice submitted to the PRDOH for payment:

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

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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 the 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 the 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/MIT 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/MIT assistance; Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG-DR/MIT program regulations; Financial records as required by 24 C.F.R. § 570.506, 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.

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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.

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C. Record Retention and Transmission of Records to the PRDOH: Prior to close out of this Agreement, the CONTRACTOR must transmit to the PRDOH records sufficient for the PRDOH to demonstrate that all costs under this Agreement met the requirements of the Federal award.

D. CONTRACTOR's Data and Privileged Information: The CONTRACTOR is required to maintain confidential data demonstrating client eligibility for activities provided under this Agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided.

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

IX. ACCESS TO RECORDS

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

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

X. NON-DISCLOSURE AND CONFIDENTIALITY

A. Confidential Information; Definition: The term Confidential Information as used throughout this Section, means any information concerning 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.

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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.

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D. Equitable Relief: The CONTRACTOR acknowledges and agrees that a breach of the provision of subparagraph B and C of this Section may cause PRDOH to suffer irreparable damage that could not be remedied or compensated adequately only by mere monetary retribution. The CONTRACTOR further agrees that money damages may not be a sufficient remedy for any breach of this Section. Accordingly, the CONTRACTOR agrees that PRDOH shall have the right to seek injunctive relief and the specific performance of the provisions of this Section to enjoin a breach or attempted breach of the provision hereof, such right being in addition to any and all other rights and remedies that are available to PRDOH by law, equity, or otherwise.

XI. PERFORMANCE WARRANTY

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

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

(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, if applicable, 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) calendar 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) calendar 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.

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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) calendar days'** 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 payment otherwise due CONTRACTOR for services rendered under this Agreement, an amount adequate to cover damages resulting from CONTRACTOR's abandonment. The PRDOH will not be compelled to continue the performance of this Agreement, should the CONTRACTOR breach this 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) calendar days'** 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) business 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.

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G. Period of Transition: Upon termination of this Agreement, and for **ninety (90) consecutive calendar days** thereafter (the Transition Period), CONTRACTOR agrees to make himself available to assist the PRDOH with the transition of services assigned to CONTRACTOR by the PRDOH. CONTRACTOR shall provide to the PRDOH the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the Services to the PRDOH or a third party designated by the PRDOH. PRDOH reserves the right to provide for the execution of a Transition Services Agreement for the Transition Period. In such instance, the CONTRACTOR will be paid at a reasonable, agreed upon, hourly rate for any work performed for the PRDOH during the Transition Period. Moreover, during that Transition Period, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH.

XIII. PENALTIES AND LIQUIDATED DAMAGES

A. Penalties

1. In the event the CONTRACTOR is determined to have engaged in any proscribed conduct or otherwise is in default as to any applicable term, condition, or requirement of this Agreement, at any time following the Effective Date of the Agreement, the CONTRACTOR agrees that PRDOH may impose sanctions against the CONTRACTOR for any default in accordance with **Attachment B** and **Attachment D** and this Section. Refer to all required provisions set forth at 2 C.F.R. § 200.326 and 24 C.F.R. § 570.489(g), if applicable, and the Contract and Subrecipient Agreement Manual, Section 2, Subsection 2.4.1(a), as found in the CDBG-DR Website (www.cdbg-dr.pr.gov) which is herein included and made an integral part of this Agreement, as it may be updated from time to time.

2. If the CONTRACTOR fails to comply with federal statutes, regulations or the terms and conditions of the Agreement, 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

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The CONTRACTOR shall pay to PRDOH, as liquidated damages, one hundred fifty dollars (**$150.00**) for each calendar day that any task deliverable required is late until deemed in compliance subject to a maximum of one thousand five hundred dollars (**$1,500.00**) established in this Contract between PRDOH and the CONTRACTOR, in accordance with **Attachment B** and **Attachment D.** 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) calendar days** shall be observed. The Program may institute additional grace periods for the purpose of applying and calculating liquidated damages whenever such grace periods would benefit the Program. 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. The CONTRACTOR's liability to pay the difference will not exceed the contract amount.

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 Insurance Requirements, attached hereto and made an integral part hereof as **Attachment E.** The CONTRACTOR shall meet all other insurance requirements as may be imposed by PRDOH from time to time.

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.

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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.

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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 Contract Administration of the Legal Division and/or the Finance area of the CDBG-DR/MIT program prior to expiration of insurance coverage. At PRDOH's option, non-compliance will result in one or more of the following actions: (1) The PRDOH will purchase insurance on behalf of the CONTRACTOR and will charge back all cost to the

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

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

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The CONTRACTOR shall require all subcontractors or consultants 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. 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, pandemic officially declared by the Government of Puerto Rico, 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.

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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.

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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:

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To: PRDOH	William O. Rodríguez Rodríguez, Esq. Secretary Puerto Rico Department of Housing 606 Barbosa Ave. Juan C. Cordero Dávila Bldg. San Juan, PR 00918
To: CONTRACTOR	Dorothy A. Shields Senior Director Contracts ICF Incorporated, LLC 1902 Reston Metro Plaza, Reston, VA 20190

XXI. THIRD PARTIES

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

XXII. SUBCONTRACTS

A. General: All subcontracts shall contain the applicable provisions described in **Attachment F** (HUD General Provisions), as well as applicable provisions set forth in 2 C.F.R. § 200.101. The PRDOH shall review subcontracts as part of the compliance, monitoring, and oversight process performed by PRDOH or upon request.

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

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

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

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

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

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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), **Attachment G** (Contractor Certification Requirement) and following provisions:

A. **Compliance with Executive Order No. 24**: Pursuant to Executive Order No.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 No. 52 of August 28, 1992, amending Executive Order No.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. **Compliance with Circular Letter No. 1300-16-16 of the Puerto Rico Department of Treasury:** The CONTRACTOR accepts and acknowledges its responsibility of acquiring the certifications required in the Puerto Rico Department of Treasury Circular Letter No. 1300-16-16 issued on January 19, 2016. All certifications must be submitted during their term of validity, in accordance with applicable laws. Certifications expired or issued more than **sixty (60) calendar days** prior to the contract date will not be accepted. The last payment to be made under the contract will only be issued if the

'Debt Certifications' by the Puerto Rico Department of Treasury indicate that the CONTRACTOR has no debt with the Department of Treasury. The CONTRACTOR agrees to cancel any debt that cannot be clarified with the Department of the Treasury through a withholding made by PRDOH from the payments to which it is entitled to receive under the contract.

D. **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.

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E. **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.

F. **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.

PRHOD hereby acknowledges and confirms that CONTRACTOR is an agent acting on behalf of PRHOD for purposes of the sales and use tax exemption provided to the Government of Puerto Rico pursuant to the provisions of Section 4030.08 of the Internal Revenue Code for a New Puerto Rico (13 LPRA § 32058).

G. **Compliance with Act No. 45 of April 18, 1935, as amended, 11 LPRA § 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, 8 LPRA § 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 LPRA § 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 the "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 has requested me or accepted from me, directly or indirectly, for him (her), for any member of his family unit or for any person, gifts, bonuses, favors, services, donations, loans or anything else of monetary value. (3) No public servant (s) requested or accepted any good of economic value, linked to this transaction, from any person of my entity as payment for performing the duties and responsibilities of their employment. (4) No public servant has requested from me, directly or indirectly, for him (her), for any member of her family unit, or for any other person, business or entity, some of economic value, including gifts, loans, promises, favors or services in exchange for the performance of said public servant is influenced in my favor or of my entity. (5) I have no kinship relationship, within the fourth degree of consanguinity and second by affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.

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L. **Ethics.** CONTRACTOR also acknowledges receipt and agrees to obey the Anticorruption Code for the New Puerto Rico known in Spanish as "Código Anticorrupción para el Nuevo 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:

1. It has not been convicted, nor has pleaded guilty at a state or federal bar, in any jurisdiction of the United States of America, of crimes consisting of fraud, embezzlement or misappropriation of public funds, as stated in Act No. 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits the award of Offers or government contracts to those convicted of fraud, misappropriation of public fund.

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

3. It declares under oath the above mentioned in conformity with what is established as in Act No. 2 of January 2, 2018, as amended, known as the "Anti-Corruption Code for the New Puerto Rico", which prohibits awarding Offers for government contracts, to those convicted of fraud, embezzlement or misappropriation of publics funds.

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

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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 money received under this Agreement.

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P. Non-Conflict of Interest Certification: The CONTRACTOR shall comply with **Attachment H** (Non-Conflict of Interest Certification), attached herein and made an integral part of this Agreement, which outlines several situations that may reasonably be considered as conflicts of interest. The aforementioned certification aids PRDOH, in its role as grantee, to identify, evaluate, disclose and manage apparent potential, or actual conflicts of interest related to CDBG-DR and CDBG-MIT-funded projects, activities, and/or operations.

Q. CONTRACTOR's debt with the Puerto Rico Department of Treasury: On February 14, 2023, the Puerto Rico Department of Treasury issued a letter stating that the CONTRACTOR's debt with the Puerto Rico Department of Treasury is under an administrative review by the Auxiliary Secretary of Internal Revenue. The CONTRACTOR is required to keep PRDOH updated on the administrative review's development. The CONTRACTOR shall pay the full amount of the debt and provide PRDOH with proof of payment if the administrative review does not result in an adjustment or elimination of the debt. The PRDOH reserves the right to withhold the payments the CONTRACTOR is entitled to receive under this Agreement if the CONTRACTOR fails to pay its obligation with the Puerto Rico Department of Treasury in accordance with Circular Letter No. 1300-16-16.

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

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

XXV. MEMORANDUM NO. 2021-003; CIRCULAR LETTER 001-2021 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 (*Secretaría 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.

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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.

C. Contract Review Policy of the Financial Supervision and Administration Board for Puerto Rico: The parties acknowledge that the CONTRACTOR has submitted the certification entitled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board (**FOMB**) for Puerto Rico, effective as of November 6, 2017, as amended on October 30, 2020, signed by the Contractor's Executive Director (or another official with an equivalent position or authority to issue such certifications). A signed copy of the "Contractor's Certification Requirement" is included as **Attachment G** to this contract.

XXVI. MEMORANDUM NO. 2021-029; CIRCULAR LETTER NO. 013-2021 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. The PRDOH certifies that the CONTRACTOR was selected as the provider of the services described in this agreement, pursuant to Executive Order No. 2021-029.

B. The Parties certify that they acknowledge the provisions stated in Executive Order No. 2021-029 and CC 013-2021. Any failure to comply with the requirements set forth in Executive Order No. 2021-029 and CC 013-2021 will result in the termination of this agreement.

C. The CONTRACTOR certifies that it has informed PRDOH of any current contractual relationship with any government entities of the Government of Puerto Rico. Accordingly, the CONTRACTOR certifies, as of the date hereof, that it is in a contractual relationship with the following entities of the Government of Puerto Rico: **Central Office of Recovery, Reconstruction, and Resiliency (COR3).** The CONTRACTOR also certifies that said entities are all the entities of the Government of Puerto Rico with which they maintain a contractual relationship. In addition, the CONTRACTOR recognizes and accepts that omitting any information regarding any current contractual relationship with any governmental entity could result in the termination of this agreement if so, required by PRDOH.

D. The CONTRACTOR certifies that it has informed the PRDOH whether or not the entity is a public corporation whose shares are exchanged in a stock exchange properly regulated. In the event that the CONTRACTOR certifies that it is not a public corporation that exchanges shares in a stock change, the CONTRACTOR certifies it has completed the applicable certification as stated in CC-013-2021.

XXVII. COMPLIANCE WITH THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO (FOMB) POLICY: REVIEW OF CONTRACTS, AS MODIFIED ON APRIL 30, 2021, REGARDING PROFESSIONAL SERVICES

The FOMB Policy requires that all agreements that contemplate recurring professional services that may be performed by appropriately trained government staff include a provision of compliance with the adequate transfer of skills and technical knowledge to the pertinent public sector personnel. This requirement shall not apply to contracts that contemplate non-recurring professional services or specialized professional services that may not be performed by existing staff at the applicable governmental entity, including as a result of independence requirements.

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Accordingly, given that the agreements under CDBG-DR are non-recurring professional services or specialized professional services, the PRDOH certifies that the transfer of skills and technical knowledge required by the Certified Fiscal Plan is inapplicable given the non-recurring or specialized nature of the contracted services.

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As mentioned before, HUD allocated funds for disaster recovery assistance to the Government of Puerto Rico under the CDBG-DR Program. 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. In addition, with these allocations of funding under the Grant Agreement, the PRDOH will conduct a comprehensive recovery to benefit the residents of Puerto Rico.

XXVIII. COMPLIANCE WITH THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO (FOMB) POLICY, REVIEW OF CONTRACTS

As part of the PRDOH contract process, and pursuant to Section 204(b)(2) of the "Puerto Rico Oversight, Management, and Economic Stability Act," 48 U.S.C. §2101, *et seq.*, also known as "PROMESA", the Financial Oversight and Management Board for Puerto Rico (**FOMB**) require approval of certain contracts and amendments to assure that they "promote market competition" and "are not inconsistent with the approved fiscal plan." For the approval process, the FOMB requests, among other information, the Contractor Certification Requirement for its evaluation.

In compliance with the above, the CONTRACTOR represents and warrants that the information included in the Contractor Certification Requirement is complete, accurate and correct, and that any misrepresentation, inaccuracy or falseness in such Certification will render the contract null and void and the CONTRACTOR will have the obligation to reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed Amendment and original Agreement.

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

The CONTRACTOR acknowledges that HUD financial assistance will be used to fund the Agreement only. Also, the CONTRACTOR shall comply with all applicable Federal, state and local laws, rules, regulations, and policies relating to CDBG-DR/MIT and CDBG Program services. This includes without limitation, applicable Federal Registers; 2 C.F.R. part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Housing and Community Development Act of 1974; 24 C.F.R. part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. Part 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, the CONTRACTOR shall comply, without limitation, with those set forth in **Attachment F** and in compliance with all the requirements described in **Attachment G.**

XXX.CDBG-DR POLICIES AND PROCEDURES

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

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XXXI. SECTION 3 CLAUSE

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

B. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediments that would prevent them from complying with the part 75 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 the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; 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 75 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 75. 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 75.

E. The CONTRACTOR acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

F. 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 75 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR'S obligations under 24 C.F.R. part 75.

G. Noncompliance with HUD's regulations in 24 C.F.R. part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

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H. 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 (46 U.S.C. § 5307) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section7(b).

I. The CONTRACTOR agrees to submit, and shall require its subcontractors to submit to them, quarterly reports to the PRDOH detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 Workers and Targeted Section 3 Workers.

XXXII.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.

XXXIII. EQUAL OPPORTUNITY

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A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration 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 Exec. Order No. 11246 of September 24, 1965, as amended by Exec. Order No. 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 Exec. Order No. 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 Exec. Order No.11246 of September 24, 1965, as amended, and such

other sanctions as may be imposed and remedies invoked as provided in Exec. Order No. 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 Exec. Order No.11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

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XXXIV.SOLID WASTE DISPOSAL ACT

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

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

2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
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3) CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include:

a. procuring only items designated in guidelines of the EPA at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars ($10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars ($10,000);
b. procuring solid waste management services in a manner that maximizes energy and resource recovery; and
c. establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXXV. 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 are convicted of a criminal drug offense in the workplace no later than **ten** (**10**) **days** after such conviction.

XXXVI.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.

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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.

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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.

XXXVII. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION

The CONTRACTOR certifies that it is cleared and eligible for award of a contract and is not suspended, debarred, or on a HUD-imposed limited denial of participation. Subsequently, the CONTRACTOR must be registered in the System for Award Management (**SAM**) and shall maintain its registration active during contract performance and through final payment. The CONTRACTOR is responsible during performance and through final payment for the accuracy and completeness of the data within SAM. Failure to maintain registration in SAM may impact obligations and payments under this Agreement.

XXXVIII. 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.

XXXIX. 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.

XL. 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.

XLI. ENTIRE AGREEMENT

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

XLII. MODIFICATION OF AGREEMENT

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

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However, PRDOH reserves the right to notify in writing to CONTRACTOR any applicable policies, procedures, regulations, requirements, guidelines, or change in law, whether existing or to be established, as well as changes and/or amendments thereof, which would be applicable to this Agreement without representing a change that adversely impacts CONTRACTOR nor requires a formal amendment to this Agreement, the notified policies, procedures, regulations, requirements, guidelines, and laws shall be deemed incorporated by reference to this Agreement without the need of executing a separate written and signed amendment.

XLIII. 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.

XLIV. 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.

XLV. 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.

XLVI. ORDER OF PRECEDENCE

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

Compensation Schedule (Attachment C), and lastly, the CONTRACTOR's proposal (Attachment A).

XLVII. 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.

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

A. Consolidation or Merger

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

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

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

B. Change of Name

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

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

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

C. Dissolution

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

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XLIX. 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.

L. 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/MIT Program, and any other applicable laws. Further, CONTRACTOR acknowledges that all funds are subject to recapture and repayment for non-compliance.

LI. 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) business days** after the PRDOH issues notice of recapture to CONTRACTOR.

LII. 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.

LIII. 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.

LIV. 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) calendar days** of execution by the other party, this Agreement shall be null and void.

LV.SURVIVAL OF TERMS AND CONDITIONS

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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/MIT and state funding, recapture of CDBG-DR/MIT and/or state funds, overpayment of CDBG-DR/MIT 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, change of name, and dissolution. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Agreement shall so survive.

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

PUERTO RICO DEPARTMENT OF HOUSING	**ICF INCORPORATED, LLC**
William O. Rodríguez Rodríguez William O. Rodríguez Rodríguez (Mar 3, 2023 17:16 AST)	Dorothy A. Shields Dorothy A. Shields (Mar 3, 2023 16:09 EST)
William O. Rodríguez Rodríguez, Esq. Secretary	Dorothy A. Shields Senior Director Contracts

6. Work Approach (RFP 5.3.2, 7.11)

6.1 Understanding and Overall Implementation

The CEWRI-HH Subprograms are designed to provide safe and reliable access to energy during events that affect regular energy service to households. Lack of access to safe and reliable energy can prove to be a life-or-death situation, especially for vulnerable populations. PVS and BSS provide a microgrid utility solution that offers long-term savings and a reliable energy source to help overcome access limitations to families in isolated communities. CEWRI-HH helps low- and moderate-income (LMI) Puerto Ricans build energy resilience in their homes and offers a reliable alternative in case of a blackout.

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The ICF Team in Puerto Rico has experienced the disruption of these unpredictable outages, and we are invested in CEWRI's ability to mitigate the impact of these disruptions for applicants. Through CEWRI-HH, the ICF Team will help PRDOH achieve what is illustrated in the chart below.

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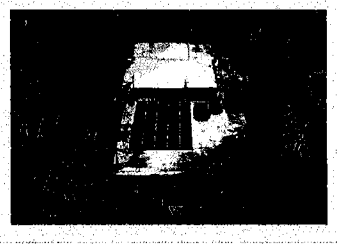	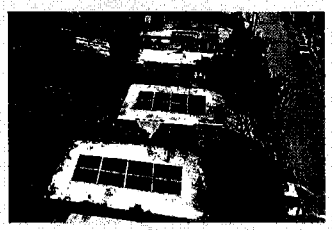	
Maximum Program Impact: PRDOH serves as many applicants as possible by ensuring energy resilience systems are rightsized for each property to meet critical loads during outages.	**Swift Execution:** Standardized systems and tools along with lessons learned from R3 Program implementation move applicants quickly through the process while ensuring compliance.	**Long-Term Resilience Outcomes:** Puerto Rico increases its capacity to design, install, and operate energy resilience systems in the future.

The ICF Team's technical approach focuses on taking short-term steps (i.e., intake through installation) to optimize long-term results. We emphasize having regular and clear communication channels with PRDOH and their designated entity to support the program's operation. CEWRI-HH provides a grant award for applicants to select one PRDOH preapproved renewable energy installation company to install PVS and/or BSS on their property. Depending on income levels and prior participation in the R3 Program, applicants may qualify for the HEWRI or the IP Subprogram. Each subprogram will provide distinct levels of incentives; after a full review and compliance check, the ICF Team will recommend to PRDOH an incentive disbursement. CEWRI-HH's success will be measured not only by the number of installations completed before PRDOH's CDBG-DR or -MIT funding ends but also by the system's ability to meet critical energy needs during power disruptions.

6.2 Operations Start-Up

The ICF Team has local experience, people, and relationships to ensure this is a Puerto Rican success story driven by the island's priorities. ICF's experience in managing and meeting housing and infrastructure needs for PRDOH gives us clear insight into effective practices, and the ICF Team will apply lessons learned from our implementation of the R3 Program and CRP to the start-up of CEWRI-HH. We are dedicated to applying lessons learned from applicant intake, eligibility, grant management, and installation of PVS and BSS to PRDOH's CEWRI-HH deployment program.

Transform ICF helped the Puerto Rico Housing Finance Authority design, analyze, validate, and provide technical and financial guidance for PVS and BSS.

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The ICF Team's key staff will be available and ready to work within 2 weeks of contract execution. The team will prepare a detailed workplan to start providing services during the first few days of the program, which will guide the ramp-up and decision-making process. Tools and presentation materials provided by PRDOH will be used to train staff and ensure their clear understanding of processes and procedures.

The ICF Team will leverage best practices and procedures for applicant intake and processing from similar projects (e.g., the R3 Program, the Texas General Land Office, the Florida Department of Economic Opportunity programs, highlighted in the Qualifications Section) to train staff and quickly ramp up services. During this operational start-up, the ICF Team will start the application of our internal disasTRAX IT solution to record the program workflow, internal production metrics, and document storage protocols in our intranet (i.e., SharePoint and Microsoft Teams). The ICF Team will develop an operational procedures manual to document all requirements and procedures for each step of the process, and this manual will evolve alongside PRDOH requirements and guidelines. Training materials and internal program guides will be prepared for call center staff.

ICF has headquarters and local operational support staff ready to assist key staff in the ramp-up effort, quickly onboard project staff, and establish the program call center. We have signed a lease for a new facility in Cupey, San Juan, which is already built out and will have the space and IT support services ready to start operations without delay. Alternatively, ICF can quickly establish other satellite offices by having headquarters staff work with the local staff to handle the setup. Our facilities will be fully equipped with IT support services, office space, dedicated space for case managers, and space for visiting applicants and PRDOH staff.

We will start operations with key staff, a core group of case managers, and call center staff. After the start-up period, we will onboard additional staff to process the number of applicants referred by PRDOH as well as those from the anticipated quarterly rounds for applications. By Day 1, call center staff will have been trained and equipped to receive and make phone calls to applicants, collecting documentation to support the application, and supporting case managers in making appointments and sending postcards or letters when necessary.

ICF Confidential and Proprietary Information

Timeframe: Duration of program

Output:

- Internal operations procedures manual and training material
- Key staff and core group start working on the project
- Facilities are equipped and ready to go

6.3 Staff Requirements and Key Staff

At ICF, we recruit only the best people and continually invest in them. There will be no delay in recruiting staff because we have already identified personnel capable of handling the required services on the island.

All key staff are committed to CEWRI-HH and will be ready to begin work within 2 weeks of the contract execution date. The qualifications of each of the three key staff—PM, Operations Manager, and CRC—exceed PRDOH program requirements (see Section 5.1 for more details). Upon PRDOH authorization, they will initiate program management activities at operation start-up.

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Our approach includes ensuring the team undergoes training specific to disaster recovery program management through ICF's Disaster Management Academy. This and other training programs help build ICF-specific project management skills like customer communication and financial, risk, and stakeholder management. They also provide one-on-one support to teach best practices and lessons learned from other project managers and SMEs within ICF's Disaster Management division. These training opportunities help build and retain the management team to consistently deliver for PRDOH. Additionally, these team members will organize training for the CEWRI-HH team on PRDOH policies and project-specific procedures used to implement the work required.

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ICF's rapid staffing approach enables scale in Puerto Rico. ICF has consistently demonstrated the ability to scale to meet staffing needs without disruption. We can easily staff an incoming team and scale that team as required.

We presently maintain over **200 disaster recovery employees** on the island with more than **95% being Puerto Rican.**

We have a significant pipeline of professionals who have applied for jobs with ICF's past and ongoing projects, and we can claim an average **time to hire of 15 days.**

Timeframe: Immediately upon contract execution

Output:

- PRDOH approves key staff resumes

ICF Confidential and Proprietary Information

6.4 Management Plan

6.4.1 Task 00: Program Management and Administration

6.4.1.1 Operational Support

ICF has acquired relevant and necessary experience by implementing the CRP and the R3 Program. Through our work in these programs, we know how to route applicants through all phases, use PRDOH's Grant Management Systems, and complete projects in Puerto Rico. Our CEWRI-HH staff will have the support of our experienced managers and case managers from the R3 Program to give them the confidence to respond to any issue promptly. The Operations Manager will oversee the day-to-day operations and cases to ensure compliance with processes and procedures. The Operations Manager will work closely with the Lead Case Manager, case managers, Lead Monitor, monitors, and specialists to meet milestones and follow the program plan. These staff will coordinate communication efforts with PRDOH to motivate applicants to apply and the staff will address applicants' questions and resolve operational issues.

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To collaborate with and assist PRDOH in ensuring policies and procedures are implemented consistently, we recommend holding periodic workshops with PRDOH and other PMs (if more than one PM is contracted) to brainstorm, share solutions, identify risks, and understand opportunities for improvement. The outcome of these workshops will be program policy and procedure revisions documented through the change management process.

The backbone of our operations support will be the integration of disasTRAX to keep the application process flowing because of its demonstrated success in the R3 Program. The ability to integrate disasTRAX to the Grant Management System will facilitate the collection of data to analyze trends and report potential risks to PRDOH.

The ICF Team will attend PRDOH's training sessions and spearhead the transfer of knowledge and compliance instructions to other program staff. This will result in the team understanding program requirements and properly documenting applicant interactions so PRDOH can remain audit ready. We can help PRDOH respond to audit requests from HUD or other entities. Program staff will utilize the smart features predesigned in disasTRAX to monitor compliance with the RGA and the installation services completed by the contractor, allowing staff to track the status of each quarterly round to stay compliant and on schedule.

Beyond the local Puerto Rican call center staff, we have a bench to call upon if we need to ramp up immediately for a special project. ICF has nearly 30 years of experience managing call center operations through which we handle 6 million calls annually. Our team in Martinsville, VA helped our R3 team mail more than 5,000 status letters. For the past 12 years, we have supported the unique requirements of our clients with a highly specialized team of customer care employees and energy advisors, including Spanish-speaking specialists, who receive targeted training on energy programs. Our scale in other markets gives us broad experience, even beyond energy, allowing us to understand best practices to successfully support customers.

[redacted]	Duration of contract • Consistent program policies and procedures • Data collection processes • Monitoring reports and audit-ready applicant files

6.4.1.2 Program and Project Management

The ICF Team will plan, control, and execute overall program performance and compliance requirements. The program plan will establish metrics, timelines, and goals for both subprograms and establish the structure for daily operations from application intake through program closeout. The processes will identify risks that may affect performance and define preventative measures to identify and mitigate any potential outcome. The PM will oversee the productivity of the case managers, the general workflow, and progress made on each of the application batches. In the intake and eligibility stages, the case managers will review their assigned cases, conduct appointments, review documentation provided, and submit the application to PRDOH for approval.

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Each step of the application process will have compliance checks. The Lead Case Manager and Lead Monitor will be responsible for providing systematic compliance quality control (QC) checks over the entire application process (e.g., environmental, financial, other program requirements). Similarly, the CRC will be responsible for ensuring that any complaints or requests for reconsideration are resolved in a timely manner so the applicant can receive the grant incentive to install their PVS and/or BSS.

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A critical role of program management is program reporting; therefore, ICF will use our custom reporting tool, disasTRAX, to manage data workflow information. This will also function as a centralized data-management solution for all PRDOH financial and other reporting requirements. We will be able to adapt to any reporting requirement and assist management to identify performance and process issues that arise.

[redacted]	Duration of contract • Program workplan, schedules, risk matrix, and budget • Program goals and metrics • Program performance, compliance, and budget reports

The ICF Team's staffing approach supports effective program management and administration.

Element of Our Staffing Approach	Benefits to PRDOH
100% on-island presence with reach-back to globally recognized experts	Our staff can meet with PRDOH at a moment's notice and provide access to experts who have new ways to solve hard problems.
100% Puerto Rican staff	We can communicate with and relate to the people being served in their own language.
Current leader in R3 Program award meetings conducted, notices to proceed issued, and construction completed	Our knowledge of R3 and working with the Puerto Rican applicants will get applications completed and processed compliantly, even when an applicant needs extra care and support.
Well-managed subcontractor relationships	ICF integrates our subcontractors into our team and trains and supports the subcontractor staff to further our commitment to expanding firm capacity and experience in Puerto Rico. Besides meeting MBE/WBE contracting goals,

ICF Confidential and Proprietary Information

Element of Our Staffing Approach	Benefits to PRDOH
	engaging another three to five MBE/WBE partners in Puerto Rico increases the local capacity of firms that PRDOH can have available for this and future recovery efforts.
Lessons learned and best practices developed, and shared, side-by-side training given by those performing the role, and specific team members moved to the new project	Our team will leverage experience and ideas to deliver efficient results with minimal mistakes while continually striving to improve applicants' satisfaction with the customer service provided.

6.4.1.3 Document Control and Management

Project management key staff will coordinate with PRDOH for document control management requirements using the PRDOH Grant Management System. We intend to leverage the policies and procedures, training, and job aids created for R3 as the basis for developing the CEWRI-HH document control protocols. All ICF staff are required to complete an annual personally identifiable information (PII) course, which we will supplement with PRDOH-specific PII training for all staff.

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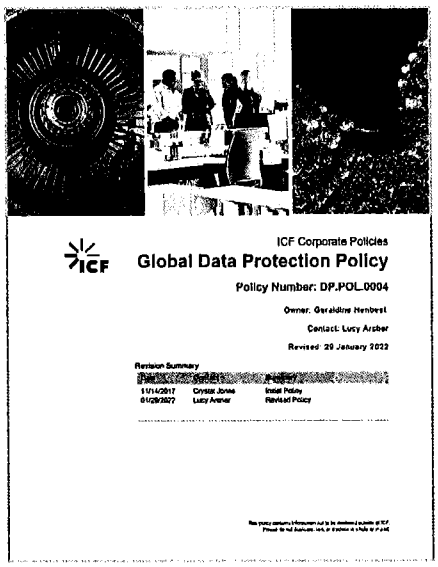
ICF Corporate Policies

Global Data Protection Policy

Policy Number: DP.POL.0004

Owner: Geraldine Henbest

Contact: Lucy Archer

Revised: 20 January 2022

Revision Summary

11/14/2017	Crystal Jones	Initial Policy
01/20/2022	Lucy Archer	Revised Policy

The ICF Team will use PRDOH's Grant Management System to store documentation and capture all applicant-related electronic or physical records such as phone logs, support documents, and agreements. Physical documents that staff receive will be scanned and filed and then returned to the applicant or destroyed in accordance with industry best practices. Documents requiring storage will be kept in a locked cabinet. Program management documentation will be stored in SharePoint, which meets PRDOH's PII and confidentiality nondisclosure requirements.

The ICF Team's document control and management protocols ensure files are always accessible, organized, and secure.

Location	Information and Documentation
Canopy	• A full description of each activity • National objectives justification • Tie back to the disaster • Duplication of benefits (DOB) calculation • Environmental compliance • Eligibility records • Real property records • Required financial records and reports • Applicant communications log • Submitted applications • Signed agreements and certifications • Quality assurance (QA)/QC checklists for Pre-Installation Assessment Reports, scope reviews • Inspection reports • Additional records to meet specific CEWRI or CDBG-DR/MIT allocation requirements
The ICF Team's secure SharePoint site	• Program policies and procedures • Cross-cutting compliance records (e.g., Section 3, Davis-Bacon Act as applicable) • Staff trainings • Meeting notes • Aggregated reports detailing program performance • Tracking of individual cases to meet PRDOH's timeframes

[redacted]

Duration of contract

- Protocols for hard copy file management
- Protocols for soft copy file management

6.4.1.4 Accounting and Reporting/Accounting of Funds

ICF knows how critically important it is to manage federal funds. In the R3 Program, PRDOH audits have led to no findings or compliance issues. This successful experience managing PRDOH funds provides the expertise necessary to properly manage finances for this program. The PM will develop internal policies and procedures to ensure the invoices are reviewed and recommendations for approval requests to PRDOH are complete, accurate, and ready for acceptance upon submission to PRDOH. Our QA/QC team includes financial management staff who will track the RGA status, approvals, and disbursements. The same team will monitor whether the authorized payments are made within the 12-month implementation period after the RGA is authorized. We will develop tracking for each group of quarterly rounds of applications and program phases (e.g., complete applications, RGA execution, invoice payment) to manage resources and increase production. We will produce monthly and on-demand reports to show and monitor key metrics and support any requirement from PRDOH, HUD, or the Office of Inspector General.

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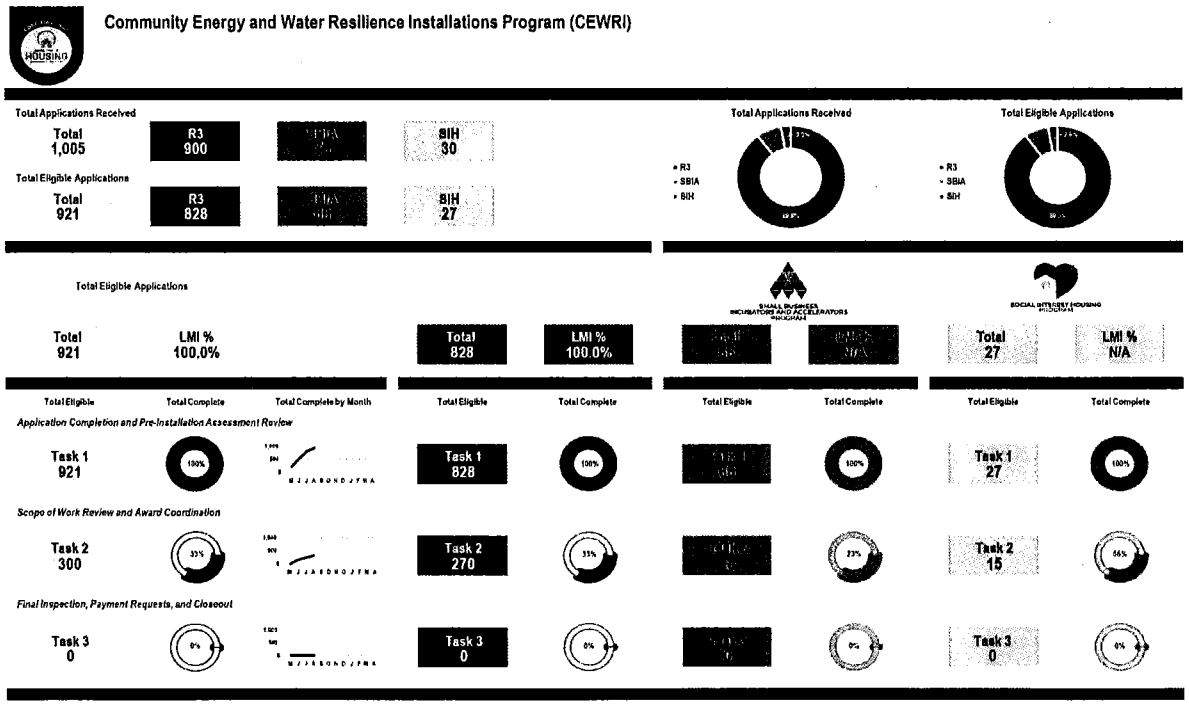
Sample CEWRI-HH financial dashboard and applications rounds protocols



[redacted]

Duration of contract

- Internal policies and procedures for invoice management
- Monthly financial report and on-demand snapshot reports
- Application Tracker

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6.4.1.5 Applicant Relations and Outreach Support/Applicant Relations and Communications

Successful programs reach those with the greatest need. The ICF Team will provide clarity to applicants to help them understand the application process and program requirements through an integrated outreach strategy. The outreach and communication strategy will be aligned with PRDOH's rounds of applications. The ICF Team will collaborate with PRDOH and municipalities to assist applicants who need special and individual attention. If needed, our case managers will conduct a homebound visit to these applicants. Our call center staff will receive program inquiries, answer application calls, and provide application status. Our case managers will provide rapid intake services, assess each applicant's needs, and recommend next steps. The applicant will be assigned to a case manager who will handle eligibility documentation, send written correspondence to notify applicants of their file status, and be their point of contact throughout the process. We will help PRDOH with outreach efforts, including call-out and letter campaigns, as requested. We can also coordinate with municipalities to conduct outreach and/or collect applicant documents if needed.

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Timeframe	Duration of contract
Outputs	• Complete communication log (e.g., calls, emails, letters) • Internal protocols for the call center to handle intake calls and general queries • Call-out or letter campaigns as requested

6.4.1.6 Reconsiderations

Ensuring participants fully understand why and how decisions are made helps establish trust in these programs. The process of intake, eligibility, DOB, and incentive award determinations will follow a protocol that will allow the applicant or PRDOH to know whether the eligibility criteria are met. When an applicant is deemed not eligible, the applicant can request a reconsideration. To ensure evaluation is completed within 20 days of receipt, the CRC will enter each reconsideration in a tracker. The CRC will analyze the reconsideration request and make a decision within 20 calendar days from receipt of the request. If the applicant is not satisfied with the reconsideration outcome, the applicant can file an administrative review with PRDOH. To assist PRDOH in their reviews, the appropriate team member will attend meetings required by PRDOH.

Timeframe	20 calendar days from receipt of the reconsideration request
Outputs	• Reconsideration Tracker • Reconsideration protocol for HEWRI and IP Subprograms • Reconsideration or Administrative Review Determination

6.4.2 Task 01: Renewable Energy Installation Company Enrollment

ICF has managed numerous trade ally and subcontractor networks for clients nationwide, comprising more than 1,000 companies. Trade ally networks like the renewable energy installation companies for CEWRI-HH provide experienced energy efficiency contractors, installers, distributors, and other energy professionals. Due to the complex

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nature of the CEWRI-HH projects, having a network of well-trained and highly engaged energy installation companies is crucial to success. These companies are ideally positioned to influence customer interactions, spread program awareness, encourage deeper participation, and directly affect overall customer satisfaction.

Building on our experience running trade ally programs for other energy sector programs (e.g., Baltimore Gas and Electric, Delmarva Power, Potomac Electric Power Company), we have developed an approach to support PRDOH in establishing and motivating a robust, engaged renewable energy installation network across the island. We will meet with PRDOH to create an outreach plan, make recommendations, and review the list of potential installers.

ICF will support PRDOH in developing the requirements for becoming a PRDOH-approved renewable energy installation company for CEWRI-HH. Based on our experience, we anticipate that interested contractors will be required to register by submitting an online application.

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The ICF Team suggests the application require the following:

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- A certificate of good standing showing that a corporation or L.L.C. has met its statutory requirements and is authorized to do business in Puerto Rico by the U.S. Secretary of State
- Verification of non-debarment in System for Award Management
- Proof of insurance that meets minimum stated standards and commonwealth master trade licenses
- Signed terms and conditions that demonstrate they understand their designation as a PRDOH installation contractor, and the level of service expected for their participation
- Bonding when required
- Technical certifications and licenses

The first step is to create an account profile, typically consisting of a name, email address, and unique password. Once the account profile has been created, the contractor can submit the renewable energy installation company application through the online portal. Upon submission, ICF's renewable energy installation company assessment team will review the application and provide PRDOH with a recommendation regarding approval and notify the installation company regarding approval or denial for program participation. Installation companies will be asked to provide updated information annually thereafter. This online application process will be supported by Sightline, ICF's field management tool. As described in Task 05, Sightline will allow for uploads of photos during and after a monitoring visit to support the verification of PVS and/or BSS installation and operation. Finally, it will support application reporting and provide necessary details for the invoicing process.

What is Sightline?

Sightline is ICF's trade ally enrollment and field program management tool. ICF uses Sightline for more than 40 clients and 500 energy programs because its tailored functionality and cross-program data integration provides our clients and partners with real-time access to data while in the field.

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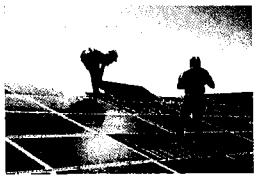

TRANSFORM: *We can help PRDOH build the capacity of CEWRI-HH installers because we run clean energy implementation programs every day. As the largest implementer of utility-sponsored clean energy programs in North America, ICF conducts applicant and installer outreach, trains installers and oversees their performance, provides technical review of installations, and provides ongoing program QA/QC and reporting.*

[redacted]	Duration of contract
[redacted]	• Recommendations regarding renewable energy installation company program participation

6.4.3 Task 02: In-Person Application Intake

We understand that CEWRI-HH will require a web-based application to access the program. Our call center staff and case managers will work collaboratively to assist applicants to submit applications online and/or in person. A list of program-required documentation will be provided prior to any assistance or appointments so this information can be efficiently collected to support the application, and the case manager will help create a free email account, when necessary, for applicants to use to receive program requests and updates. ICF case managers will be available at the CEWRI-HH main ICF office or authorized Regional Intake Centers to support applicants needing technical support to complete their application. During the appointment, a case manager will assist them in completing the application, explain next steps and answer any questions they have. If the applicant needs a homebound appointment, the case manager will meet the applicant at their house to collect the necessary information and assist applicant in completing the application. The case manager will have available portable IT equipment, hotspots, and portable scanners/printers to upload the required documentation from the applicant.

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[redacted]	Duration of contract
[redacted]	• Complete application

6.4.4 Task 03: Eligibility Review and Incentive Award Determination

6.4.4.1 Intake Review

The intake review is the first screening step in the application process. We anticipate that during the application process, some information will be collected verbally through the call center, submitted by secure electronic means, or delivered to the ICF office. The case manager will review the application and documentation to determine whether any additional information or documentation is needed to perform the eligibility review or determine the priority. The case manager will follow the due diligence process when requesting any missing documentation to complete the eligibility process.

If the applicant cannot submit digital documentation or needs a document notarized, the case manager will offer appointments at our office or make a homebound appointment to deliver these services. All communication, successful or not, will be recorded in the communication log for recordkeeping and audit purposes.

6.4.4.2 Applicant Eligibility Review

A case manager will be assigned to each applicant and have access to the applicant files in the PRDOH Grant Management System. Case manager assignments will consider current case load, so they are not managing any more than 300 active applications. The case manager will verify the applicant's eligibility in accordance with program guidelines, including identification, citizenship, property ownership, LMI determination, request for HEWRI or IP Subprogram, and any other documents required. If the applicant has nontraditional ownership, Puerto Rican–based small business RAC Titles Search Inc. (RAC) will confirm the applicant has a proprietary interest in the property. The case manager will reach out to the applicant to gather the missing information as well as to third parties, municipalities, or taxing authorities. Once the application is deemed eligible, a QA/QC review will be performed, and corrections made as needed. The case manager will prepare the eligibility or ineligibility award determination letter.

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The ICF Team offers PRDOH solutions to anticipated intake and applicant eligibility challenges.

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Challenge or Lesson Learned	Proposed Solution
CEWRI applicants may need to obtain property tax status documents from their municipal tax office.	Explore using **data-sharing agreements** with the municipalities so CEWRI can access applicants' property tax status and avoid delays.
Obtaining income documentation for recertification can cause delays, especially when an applicant's income is unchanged from the previous year.	Create **HUD-compliant self-certifications** for cases where an applicant's income has not changed (e.g., pensions, Supplemental Security Income).
Getting paper signatures for required forms could delay the eligibility process.	Collect **digital signatures** where possible or **record applicant's verbal consent on a phone call**; get signatures at award coordination.
Few applicants will have DOB for this purpose, and the traditional third-party verification process will cause undue delay in their eligibility determination.	Add a **certification that no funds were obtained for this purpose** to the subrogation agreement (to be completed before the award is signed). Request third-party verification for DOB if needed within the 10-day period.
Nonresponsive applicants' slow eligibility throughput.	Mark applicant cases as **temporarily inactive** after they do not reply to three contacts (with at least one being an email or letter) and keep it inactive until the applicant responds.

6.4.4.3 DOB Review

Keeping PRDOH compliant with the Stafford Act by accurately verifying DOB is critically important. The case manager will review third-party verification or applicant-provided documentation from R3, FEMA, Small Business Association, Small Business Investor Alliance, insurance, and charitable organizations to determine whether the applicant received any funding for the same purpose. If the applicant did receive funds for the same purpose from another source the DOB can be accounted for in several ways: the applicant provides receipts for the work completed, the incentive award may be reduced by the DOB amount, or the applicant can provide these funds to PRDOH. A QA/QC check will be performed on the DOB determination.

6.4.4.4 Project Eligibility Review

All documents provided by the applicant and any third parties will be reviewed by the case manager, who will ensure the applicant file is in accordance with program policies and procedures. At this point, the case manager will review

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the initial project submission and check for compliance with the project eligibility requirements, including the type and capacity of system to be installed. If there are discrepancies between the technical requirements and the description of the work to be performed on the property, the Lead Monitor will assist the case manager to resolve the issue, when possible. The incentive award calculation will be drafted by the case manager and validated by the QA/QC analyst, considering all program guidelines, capacity limitations, and the specific subprogram for which the applicant is eligible (HEWRI or IP).

6.4.4.5 RGA Execution

Once the applicant is deemed eligible for the program, the case manager will compose all applicable notices and agreements. Then, the case manager will contact the applicant to schedule an office or homebound meeting to discuss the Eligibility and Incentive Award Notice and the RGA. In the case of a homebound applicant, the case manager and notary will together visit the applicant's home. During this meeting, the case manager will explain the incentive award and RGA and answer any of the applicant's questions. The RGA between the applicant and PRDOH will then be executed with a wet signature and notarized. Once the RGA is executed, the RGA will be delivered to PRDOH for their signature and a copy of the RGA will be provided to the applicant. ICF assumes that there will be sufficient available qualified installers and equipment that will not result in delays in the installations.

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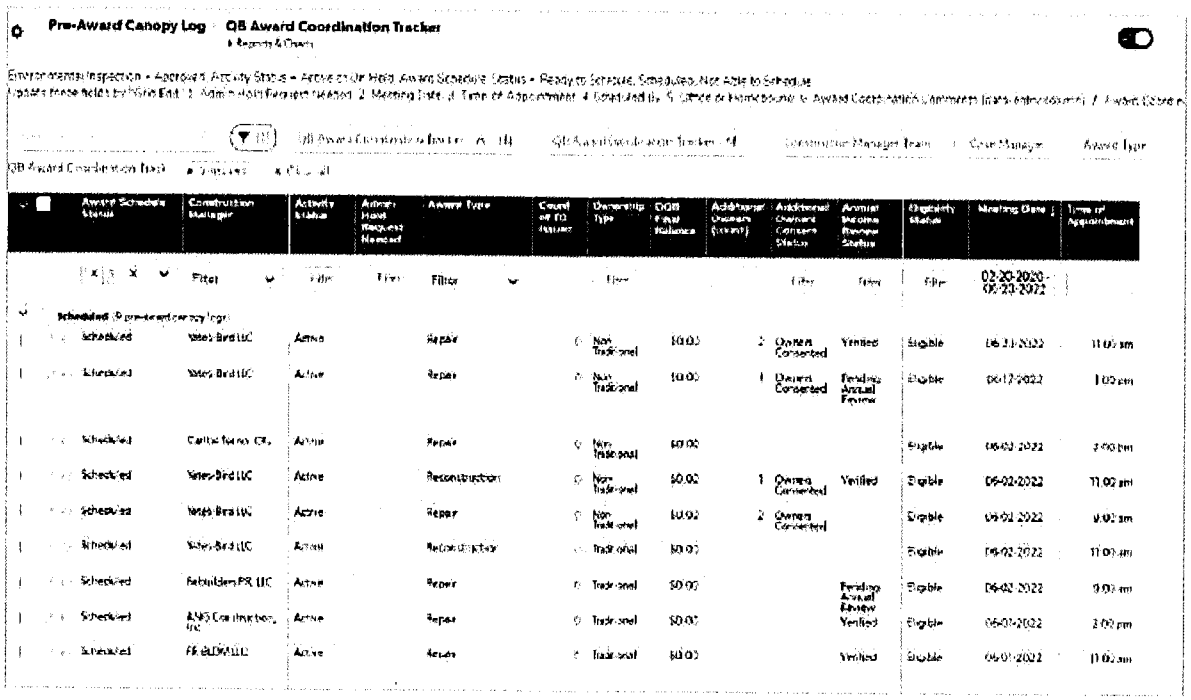
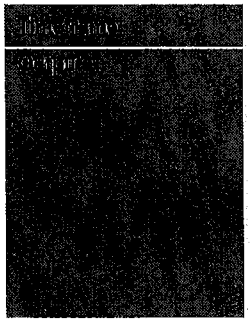
Sample of a dashboard for tracking the process workflow to get to an RGA





Eligibility and Incentive Award Notice within 90 calendar days of application submission date

- Complete project eligibility review
- Applicant eligibility determination letter or applicant illegibility determination letter
- DOB determination
- Complete project eligibility review
- Incentive award calculation
- Incentive Award Notice
- Executed RGA

6.4.5 Task 04: Environmental Review

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The ICF Team's environmental specialists are knowledgeable and qualified to generate NEPA compliance documents for this program. ICF would first evaluate whether the PVS and BSS activities conform to one or more of the Programmatic Allowances identified in Appendix B of the Puerto Rico Section 106 Programmatic Agreement among FEMA, SHPO, and the COR3, as amended November 13, 2019. Our environmental specialists will review the Tier 1 PRDOH-level review as the basis for planning and performing the Tier 2 site-specific Environmental Review. The environmental specialists will have access to the accumulated experience and best practices of the Puerto Rican tools and templates used for the R3 Program and CRP, as well as Stantec PR's tools and best practices developed for work with other clients, including the Tennessee Department of Economic and Community Development, which has similar Environmental Review Record (ERR) requirements. The Tier 2 review will comply with federal and Puerto Rico's environmental requirements and examine the applicant's records, reports, and pictures as well as the government databases to verify and confirm the potential environmental impacts of the project on the property. The environmental specialist will visit the property for an onsite inspection if the documentation is insufficient to make a complete Tier 2 review. Based on the review, the environmental specialist will prepare and submit the consultation package to SHPO when the project is not exempt from the programmatic agreement among SHPO, FEMA, PRDOH, and HUD. The consultation package will be prepared along with the historical and archeological specialist to meet the Secretary of the Interior's (SOI's) requirements. The Tier 2 ERR, along with SHPO determination when applicable, will be submitted to the PRDOH Environmental Certifying Officer before any program funds are committed to any applicant. All consultation and documentation will be stored in the PRDOH Grant Management System.

Sample environmental compliance newsletter from CRP

Volumen 1, 4ta Edición

¡AL DÍA CON CRP!

ICF DE LA MANO CONTIGO

CITY REVITALIZATION PROGRAM

CUMPLIMIENTO AMBIENTAL

Requisitos Ambientales

¡No te olvides del "Environmental Review"!

Todos los proyectos que usan fondos federales requieren cumplimiento con la ley federal ambiental conocida como National Environmental Policy Act (NEPA). El objetivo de NEPA es evaluar los impactos que una acción federal puede tener en el ambiente humano, el cual incluye el ambiente natural y el construido. Debido a que cada agencia federal tiene una misión diferente, el proceso de cumplimiento con NEPA es único y particular para cada agencia. En el caso de CRP, HUD ha determinado (bajo parte 58 de sus reglamentos) que los subrecipientes son los responsables de preparar la documentación ambiental, lo cual requiere que el municipio esté envuelto en el desarrollo de este importante proceso.

ESTUDIO AMBIENTAL PARA ADQUISICIÓN DE PROPIEDADES

De acuerdo las regulaciones de HUD, toda adquisición de propiedad requiere que se haga un estudio ambiental cuyo fin es identificar si hay riesgo de contaminación en la propiedad. El estudio es conocido como un **Phase I Environmental Site Assessment** el cual se prepara en cumplimiento con estándar **ASTM E1527-21** (los últimos dos dígitos indican cuando se revisó el estándar). Este estudio se hace ANTES de comenzar el Environmental Review ya que si se decide no completar la adquisición no hay que preparar documentación adicional.

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MEET NEIL SULLIVAN – Environmental Compliance Expert

Neil reviewed grant applications and managed environmental compliance for DOE's Office of Energy Efficiency and Renewable Energy. His team prepared hundreds of environmental assessments and categorical exclusions for PVS, wind farms, and other renewable energy projects located throughout the United States and its territories.

ERR Process

1. **Project Definition –** Clearly define the actions or activities for the project to understand requirements or mitigation.
2. **Determine the Level of Environmental Analysis –** Confirm that a site-specific Tier 2 analysis complies with the HUD requirements for the project definition.
3. **Develop the Environmental Review –** Develop the analysis reviewing the documentation and complying with the applicable federal regulations, perform consultations and/or site visits if required, and ensure the result of the analysis is documented in the ERR.
4. **Obtain ERR Approval –** Provide the completed ERR and supporting documents to the PRDOH Environmental Certifying Officer for approval before authorizing any disbursements.
5. **Oversight of the Implementation of the Environmental Compliance or Mitigation Measures –** Provide oversight during the construction period to monitor for the compliance of the measures approved in the ERR and the documentation of this compliance.

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Timeline: 90 days from round opening date

Output:

- Tier 2 ERR reports with SHPO consultation packages when applicable

6.4.6 Task 05: System Validation Monitoring

6.4.6.1 Incentive Disbursement Claim Review

Following installation of a PVS and/or BSS and submittal of the applicant's Incentive Disbursement Claim, the applicant's case manager will review the claim and associated documents for completeness and program compliance. In the event additional information or corrections are required, the case manager will contact the applicant by telephone to request the missing information and/or corrections. When the claim is considered complete and compliant, a QA/QC review will be performed, and corrections made as needed. The call center will then coordinate with the applicant to schedule a site visit at the applicant's home within a 1-week window. The applicant or an authorized representative must be present at the site visit.

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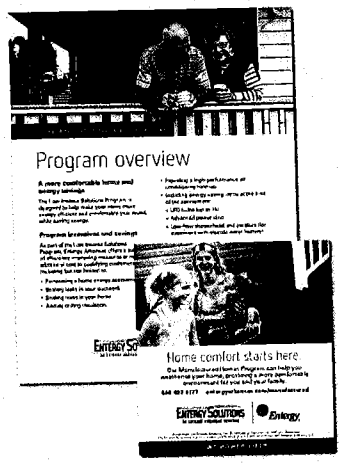
6.4.6.2 Site Visit and Monitoring Report

System validation will be conducted by our team of monitors. Having direct management over the PVS/BSS monitors enables us to deliver a consistent message to applicants without having a contractor cross-promoting or trying to pressure the customer to purchase more.

Sample program materials used to promote consistent program messaging and client attribution



During the site visit, the monitor will verify that all components of the applicant's PVS and/or BSS have been completely installed and are operating as approved for compliance with PRDOH's Program Guidelines and the RGA requirements, including any environmental mitigation requirements from the program's site-specific Tier 2 ERR. Using Sightline, the ICF Team monitor will record extensive photographic evidence of the installation and its components while onsite.

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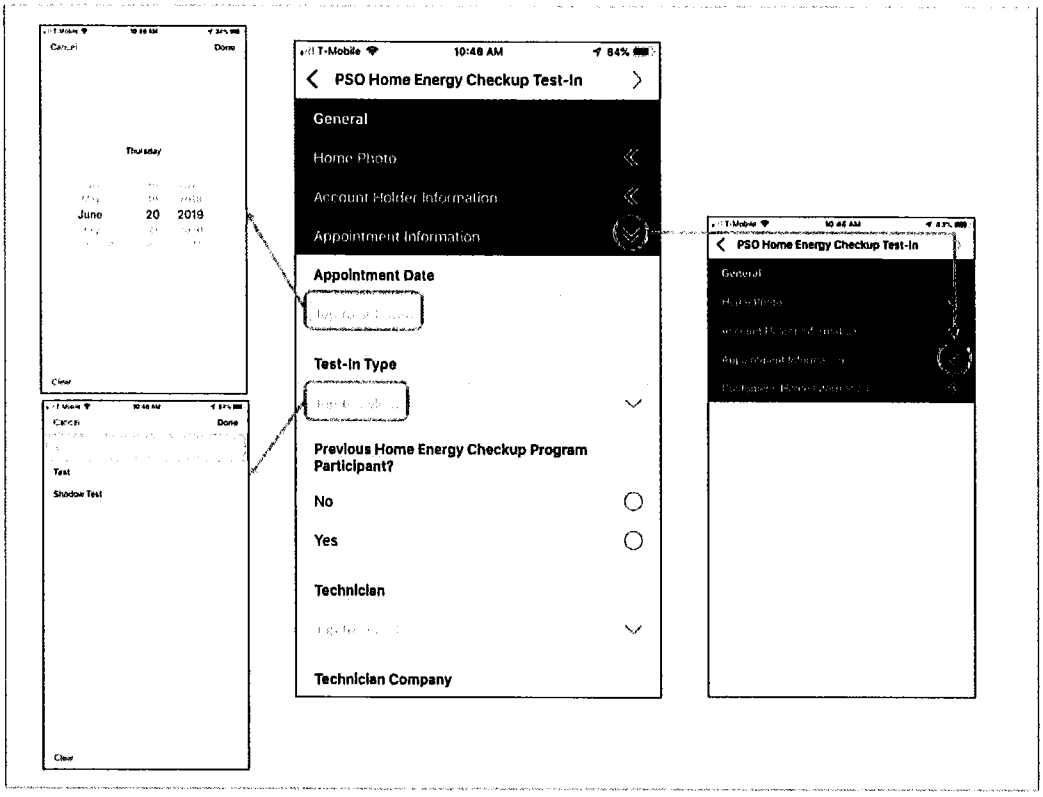
If the monitor identifies noncompliance issues with the installation during the site visit, the monitor shall promptly inform the applicant of the noncompliance issues identified and the options available to resolve and obtain disbursement of the reserved incentive funds.

Following completion of a site visit, the ICF Team monitor will prepare a report of the site visit setting forth the results. The report will include the following:

- A brief narrative of the overall assessment of the project's compliance
- Photographic evidence of the work completed
- Any noncompliance items identified during the site monitoring visit
- Evidence of the monitor's credentials and certifications
- Other pertinent information related to the inspected PVS and/or BSS installed by the applicant and their selected renewable energy installation company

In the case of failed site visits, the applicant may work with their installer to perform corrections and then request another visit. Similarly, the case manager will review the updated claim, and the call center will coordinate with the applicant to schedule a follow-up site monitoring visit.

Sample of the Sightline field management tool which will support visits and outcomes by installer



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Timeline	30 days from receipt of an Incentive Disbursement Claim
Output	• Monitoring report

6.4.7 Task 06: Incentive Disbursement and Administrative Closeout

6.4.7.1 Recommendation of Incentive Disbursement

Satisfactory completion of the monitoring visit will trigger the ICF Team to make a recommendation to PRDOH to disburse the incentive funds reserved for the applicant. Within 5 days of completing the site visit report, the ICF monitor will calculate the disbursement to the applicant by the analysis and comparison of the amount approved by PRDOH in the RGA, considering whether the applicant is eligible for the HEWRI or IP Subprogram as well as the final cost of the installation services provided.

We will calculate the incentive payment amount, document the result of the analysis through the PRDOH Grant Management System, and submit a recommendation to PRDOH for disbursement. Once the recommendation is made and submitted to PRDOH, the PM will monitor the disbursement process to the applicant. Once PRDOH disburses the incentive funds to the applicant, the case manager will follow up with the applicant and monitor that the payment to the renewable energy installation company is completed within the required period of 3 days.

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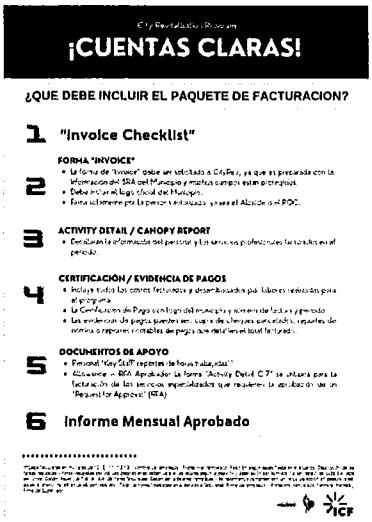
The ICF Team will work closely with PRDOH to determine when the disbursement is made to track and follow up immediately to confirm the installer is paid within the required period. ICF has applied best practices to facilitate disbursements from PRDOH to the municipalities in CRP and developed tools to ensure their invoices are reimbursed efficiently.

Tools, such as this invoice checklist, will guide compliant disbursement practices.


¡CUENTAS CLARAS!

¿QUE DEBE INCLUIR EL PAQUETE DE FACTURACION?

1 "Invoice Checklist"

2 FORMA "INVOICE"

3 ACTIVITY DETAIL / CANOPY REPORT

4 CERTIFICACIÓN / EVIDENCIA DE PAGOS

5 DOCUMENTOS DE APOYO

6 Informe Mensual Aprobado

6.4.7.2 Administrative Closeout

The ICF Team has successfully achieved grant closeout services for CDBG-DR on behalf of the states of Texas (see Exhibit C), New Jersey, and Louisiana and is working with the states of Texas, Florida, and Oregon toward CDBG-MIT grant closeout. The administrative closeout process of the application begins once the installation has been completed, the site visit has been performed, and payment has been made to the installers. We will follow the administrative closeout process for a detail-oriented and compliant file for each applicant. We will further verify that the applicant file is compliant with the federal and CDBG-DR and CDBG-MIT closeout process, including the federal audit requirements (i.e., 2 CFR 200 Subpart F), grant closeout procedures (i.e., 24 CFR §570.509), collection-due notices in the HUD Community Planning and Development Closeout Notices, and other tasks that may be necessary to close each file. We propose following a detailed closeout checklist so the file will be fully closed and documented and compliantly stored in the PRDOH Grant Management System.

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Timeframe	Recommendation for incentive disbursement within 5 days Administrative closeout 30 days after effective disbursement
Output	• Recommendation of incentive disbursement • Closeout checklist • Complete administrative closeout stored in the Grant Management System

6.4.8 Task 07: Property Historical Preservation Consultations

ICF has experience successfully complying with SHPO requirements by implementing these regulations for the R3 Program and CRP. The ICF Team developed a newsletter to educate the municipality stakeholders about the processes and requirements to comply with Section 106 for CRP. CEWRI-HH is required to comply with Section 106 of the National Historic Preservation Act, commonly known as the consultation to SHPO. As part of the Environmental Review (Task 04), all CEWRI-HH applications will be screened from the intake process for historical features, the age of the property, and/or a location that may trigger the need for a specialized service review by the program's historical and archeological specialist, who will be an SOI-qualified professional (36 CFR Part 61) and will complete the Historic Property Architectural Form (HPAF) that PRDOH and SHPO require.

In the instance that the property has historical or architectural significance, the historical and archeological specialist will make a recommendation on the installation that should be executed to make the project viable for SHPO approval. ICF's SOI-qualified staff would document in the HPAF that the activities conform to one or more of the Programmatic Allowances. Some of these projects may require onsite research at SHPO and ICP to establish whether these residences are located within historic areas such as Traditional Urban Centers and Historic Districts as defined by SHPO, and Historic Zones as defined by ICP. Research of SHPO and ICP files may also indicate whether a building was previously found to be individually significant for the purposes of federal and or Puerto Rico historic preservation laws.

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Before a historic building is submitted to SHPO and ICP for their review and approval, the ICF Team's experienced historical and archeological specialist will interpret the regulations, zoning and building codes, historical architecture, and/or cultural significance; will propose a compliant solution for implementation of the CEWRI-HH projects; and may provide guidance to the applicant to revise the scope of work (SOW) such that it reduces the level of a likely effect on a historic building. SHPO approval will be required to supplement the ERR and for the approval of the PRDOH Environmental Certifying Officer.

...the ICF Team's experienced historical and archeological specialist will interpret the regulations, zoning and building codes, historical architecture, and/or cultural significance...

Comerio Project proposed to turn this house into a theater and required determination of eligibility as part of Section 106 compliance. The historical and archeological specialist needed to conduct research to complete a document developed by PRDOH with historic and archeological information to determine the effect of historic properties and recommend the effective resolution. In this case, although the facade was altered, the house still conserves the character-defining features of the colonial classic style.

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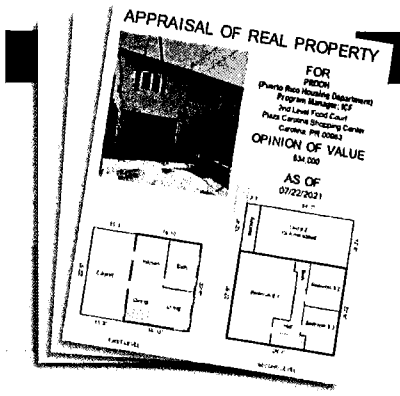
Timeframe:	As necessary throughout duration of contract
Outputs:	• HPAF

6.4.9 Task 08: Appraisal of Home Market Value

When an applicant's home is in a floodplain, an appraisal of the home market value will be necessary to assess whether the structure needs to be compliant with current flood regulations, and it will assist with calculating the Substantial Improvement factor before awarding assistance. ICF is again partnering with RAC, with whom we have

worked since the beginning of the implementation of the R3 Program and who is duly licensed and qualified to conduct real estate property appraisals in Puerto Rico. During our ongoing first partnership, RAC has provided nearly 2,300 home market value appraisals thus far.



ICF has worked with Puerto Rican–based small business, **RAC Titles Search Inc.**, since the beginning of the R3 Program. During this partnership, **the firm has completed nearly 2,000 appraisals.**

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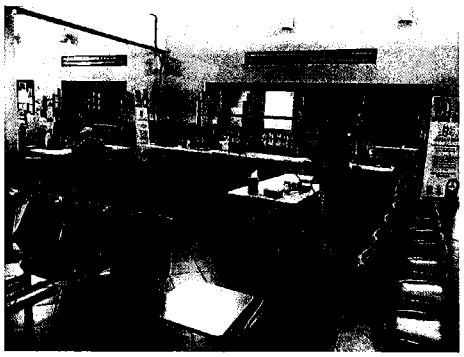
Once the floodplain determination is confirmed as part of the Environmental Review of each application, the case manager notifies the appraisal team that an appraisal is required. The case manager will assist RAC in scheduling the appraisal with the applicant at an agreed time and date. The appraiser will visit the property, consider all typical structural elements, verify dimensions in the available deed documents, and complete the applicant's home market value appraisal assessment. The market value appraisal report will consider condition, age, replacement cost, market demand, any atypical elements or observations, and land value versus structure value, and it will describe any discrepancies in the appraisal report.

6.4.10 Reimbursement Expenses: Regional Intake Centers

ICF's Applicant Intake Center in Las Piedras



Upon PRDOH's request for the ICF Team to start up and operate one or more Regional Intake Centers, the ICF Team will follow the PRDOH-designated general geographic areas and will identify potential office locations that are suitable, accessible, and available for the necessary time frame. The ICF Team will then visit office spaces, collect the terms, determine timing, and secure other logistical details. Our corporate facilities team will support our local PM in coordinating all logistics, as they did in R3 for Humacao and Las Piedras locations for Satellite Intake Centers. Their support will enable the team to focus on program implementation instead of logistics. The ICF Team will then complete a Request for Approval for PRDOH with the location, terms, conditions, and estimated budget and submit to PRDOH for approval before engaging into a lease.

The corporate facilities team will assess the need for furniture, equipment, and all ancillary services to be provided by ICF. The ICF Team will provide furniture, equipment, internet access for secure communications and will coordinate signage to identify the Regional Intake Center in accordance with the program requirements. Our team's appointment system will be used to manage the Regional Intake Center appointments, and we will schedule the hours of operation and resources available (at least two trained and qualified case managers) in collaboration with PRDOH to collect applications and documentation for those citizens who may not be computer savvy or have internet access as described in Task 02. The ICF Team will deploy additional case managers to Regional Intake Centers to respond to any PRDOH requests and to support the marketing campaigns.

6.5 Overall Plan for ICF and Contractor Compliance

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The PM will manage all subcontractors and will coordinate with the lead from each subcontractor to ensure consistent performance and coordinated delivery. ICF's Subcontract Manager will assist the PM with understanding and tracking PRDOH's contractual compliance elements with each subcontractor.

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Our project team will include two firms with demonstrated success in implementing and managing the similar energy efficiency installation programs and services related to title clearance and property ownership: Stantec PR and RAC.

Stantec PR specializes in evaluating energy systems and programs for buildings, neighborhoods, and communities and offering recommendations to optimize energy use, minimize costs, and reduce greenhouse gas emissions; therefore, they will provide the monitor's and environmental specialist's services to CEWRI-HH. RAC has conducted more than 2,300 appraisals for R3 and is a specialized firm that will support ICF in the verification of title searches and property ownership verification. The PM will lead all monitoring and auditing efforts along with their duties in leading statutory compliance oversight of the installation work. The subcontractor staff will be trained alongside ICF staff to be knowledgeable of procedures and compliant with the program processes and procedures. As part of the overall capacity plan, there will be two staff backups for every position to ensure adequate backfill and continuation of services in case of absence, illness, or turnover of staff. Through our existing recruiting pipeline for qualified Puerto Rican employment candidates, ICF can access qualified candidates to hire for a quick replacement.

6.6 Overall Plan for Complaints

PRDOH must attend to complaints, appeals, reconsideration requests, and administrative reviews, which requires time and attention and these complaints or perceptions from applicants could negatively affect public opinion of the program. The ICF Team bases its operational approach on high customer service standards that minimize the potential for legitimate complaints. We understand that there will be complaints for unforeseen reasons, but we intend to prepare a Complaints Recovery Plan, which the CRC will coordinate and manage. The plan will prepare us to anticipate, prevent, respond to, and correct (as possible) more common complaints and document the overall process to be followed. The CRC will discern the nature of the complaint and provide a response to the person who

submitted it. For complaints that the ICF Team can settle, we will correct and resolve them. The recovery plan will detail how and when to communicate and address the response to a complaint by informing and involving PRDOH for a fair and just resolution to the complaint.

6.7 Anticipated Problems in the Implementation and Proposed Solutions

From the start of the CEWRI-HH program, the ICF Team will take a proactive, solution-oriented perspective. We will meet with the other PMs if applicable and with PRDOH to develop recommendations for process improvements. The following table includes a few anticipated issues and some initial solutions for the CEWRI-HH program. If any assumption set forth herein or in the SOW proves to be incorrect or is not achieved in whole or in part, or if ICF is requested to expand or deviate from the scope of services set forth herein, the parties will agree to appropriate and equitable adjustments to the services, deliverables, pricing, and/or schedule.

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The ICF Team has already begun to anticipate potential issues and suggest solutions to enable PRDOH to achieve the desired CEWRI outcomes.

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Task	Anticipated Problem	Proposed Solution	PRDOH Benefit
00. Program Management and Administration	Lack of or slow response by applicants to rounds	Use multiple communication methods, coordinate with municipality, host in-person events, and complete applications for the applicants.	Applicant-focused efforts will help applicants understand the program, which increases satisfaction and lessens complaints.
	PM flexibility considering COVID-19	Our technology, facilities, and staff are adaptable as client, program, and applicant needs evolve. For example, when COVID-19 forced ICF to temporarily close our R3 intake centers and work remotely, we used Canopy data to institute daily performance reports for case managers and establish a secure file-transfer system to receive applicant documentation remotely.	The ability to process applications for installation grants in a safe and virtual environment reduces complaints and increases applicant satisfaction.
01. Renewable Energy Installation Company Enrollment	Disinterest in program due to the risk of not being paid by homeowners or for payment to take longer than expected	Send incentive payments directly to installation companies.	Fewer checks/incentive payments are required each quarter. Program compliance will be improved as installers' payments are linked to program approval.
	Lack of available installers to meet demand	During enrollment, collaborate and identify whether there are procedural limitations that make it difficult for installers to sign up. Monitor the operational bottlenecks of installers, such as availability of qualified workers, availability of materials, and cost increases.	Early communication will be held with applicants regarding any backlog of material availability. Ahead of potential delays, the ICF Team will inform PRDOH and applicants to manage expectations, especially when circumstances are beyond our control.
02–06	Applicants unable to reach the program for an update	Implement an online call management system that applicants can use to constantly access information.	A call management system allows applicants to access automated information on their case and quickly receive meaningful status updates.

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Task	Anticipated Problem	Proposed Solution	PRDOH Benefit
	Processing a large volume of applications in a brief period	Staff are trained by existing case managers from R3 in best practices to handle the load, job aids, and tools available (e.g., disasTRAX) to avoid any applicants falling through the cracks.	Our ready workforce will meet demand and lead to reception of complete, quality applications and fewer cases returned for corrections.
	Communication barriers	Provide a team of local staff effective at communicating the program requirements with the applicants. Training call center staff to provide meaningful updates will reduce communication difficulties.	There will be fewer complaints from applicants and higher satisfaction from participants throughout the program process.
03. Eligibility Review and Incentive Award Determination	Ambiguous guidance leading to scoping incentives disputes	Better define the incentive award qualifications to avoid confusion.	Clear definitions ensure fewer reconsideration requests, the ability to spend funds quicker, and consistent applications across the island.
04. Environmental Review	Confusion on the environmental requirements considerations	Tier 2 Environmental Reviews and ERR are directly handled by the environmental specialist who can respond to any concerns the applicant has about the process.	The case manager can engage the environmental specialist to provide additional information to the applicant to create trust, which may avoid unnecessary delays in getting the ERR approved by PRDOH.
05. System Validation Monitoring	Unrealistic expectations of PVS and/or BSS system performance	A site visit coordinated with applicant and installer will provide the opportunity to confirm that the agreed scope and specifications were installed.	PRDOH will have applicants with a high degree of satisfaction because they had confirmation that they received what they expected.
06. Incentive Disbursement and Administrative Closeout	Unmet expectations for the amount disbursed to pay installations	Analysis of the incentive disbursement and the recommendation will be supported by all official documents, including the RGAs.	The ability to explain and document all the numbers in the incentive disbursement provides assurance to PRDOH that the disbursement amount is correct.
07. Property Historical Preservation Consultants	Requirements by SHPO not accepted by applicant	The environmental specialist will explain in detail the reasons for consultation with SHPO and/or ICF. The proposed mitigation measures will be clear to the applicant and included in the installer's SOW.	PRDOH can be certain that the institutional clearances and approvals from SHPO and/or ICF will ensure a high degree of compliance with these program requirements.
08. Appraisal of Home Market Value	Potential confusion because of inconsistent addresses in Puerto Rico	The appraiser will describe any of these discrepancies in the appraisal report. Additionally, the case managers will be trained to include the full address (including the barrio name) in the intake section of Canopy to minimize discrepancies	Audit ready documentation that will not result in questions to PRDOH because of mismatch of addresses

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GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

SCOPE OF WORK

Request for Proposals
Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations Program
Community Development Block Grant – Disaster Recovery
Community Development Block Grant – Mitigation
Puerto Rico Department of Housing
CDBG-MIT-RFP-2022-01
(Revised for Addendum No. 05)

This document defines the program management tasks that the Proposer must perform in order to support Puerto Rico Department of Housing (**PRDOH**) in the implementation and administration of the Home Energy and Water Resilience Installations Subprogram (**CEWRI-HEWRI**) and the Incentive Subprogram (**CEWRI-IP**) of the Community Energy and Water Resilience Installations Program (**CEWRI**) (collectively referred to as **CEWRI-HH** or **CEWRI-HH Subprograms**) of the Community Development Block Grant for Mitigation (**CDBG-MIT**) and the Community Energy and Water Resilience Installations Program (**CEWRI**) Program of the Community Development Block Grant for Disaster Recovery (**CDBG-DR**). The PRDOH reserves the right to retain program management of the CEWRI and CEWRI-HH Subprograms internally and to select more than one Program Manager. A description of the Programs is included in the CDBG-DR and CDBG-MIT Action Plans approved by the U.S. Department of Housing and Urban Development (**HUD**). A complete copy of the Action Plans are available at www.cdbg-dr.pr.gov/action-plan and https://cdbg-dr.pr.gov/en/download/cdbg-mit-action-plan-effective-on-april-19th-2021/, respectively.

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A description of the CEWRI Program and PRDOH's general implementation strategy follows:

- **Community Energy and Water Resilience Installations (CEWRI) Program -** Will provide homeowners energy improvements to promote resilience during emergencies with the installation of Photovoltaic systems (**PVS**) with battery storage system (**BSS**) for critical loads. The CEWRI program assists homeowners that have been recipients of Rehabilitation, Reconstruction, or New Construction under the Repair, Reconstruction, or Relocation Program (R3 Program).

The purchase and installation of PV Systems are specifically for the homes that have been repaired or reconstructed under the R3 Program. We are defining homes as those involving the construction, alteration, or repair of single-family houses. Homes that do not fall under this category are not included in this scope of work.

A description of the CEWRI-HH Subprograms and PRDOH's general implementation strategy follows:

- **Home Energy and Water Resilience Installations Subprogram (CEWRI-HEWRI)** – Will provide funds for the installation of photovoltaic systems and/or battery storage systems for Low- to Moderate-Income (**LMI**)[1] households. LMI households that own a single-family structure as their primary residence will be eligible to receive an incentive for the installation of

[1] Refers to the residents of Puerto Rico that are considered low- to moderate income; that is, below eighty percent (80%) of the Area Median Family Income (AMFI) as established by HUD. See HUD Modified Income Limits for CDBG-DR Puerto Rico at HUD website here: https://www.huduser.gov/portal/datasets/cdbg-income-limits.html#2021. These income limits apply to all municipalities in Puerto Rico and are amended annually.

photovoltaic systems with battery storage backup of one hundred percent (100%) of the cost or $30,000; whichever is the lowest.

- **Incentive Subprogram (CEWRI-IP)** – Will provide funds for the installation of photovoltaic systems and/or battery storage systems for non-LMI households. Non-LMI households that own a single-family structure as their primary residence will be eligible to receive an incentive for the installation of photovoltaic systems with battery storage backup of forty percent (40%) of the cost or $20,000; whichever is the lowest.

PRDOH will implement the Program(s) through the reserve of incentive funds for the installation of eligible PVS with a BSS or BSS for an existing PVS. PVS without BSS are not eligible for the Program(s). Systems installation will be the responsibility of the applicant and their selected Renewable Energy Installation Company (**REIC**). The PRDOH will not enter into an agreement with the REIC for the Program(s). The only contract that PRDOH will enter into for the Program(s) implementation is the Reserve Grant Agreement with eligible applicants. The Reserve Grant Agreement (**RGA**) is the contract between an eligible applicant and PRDOH for the reserve of the incentive funds awarded under the Program(s). Applicants will have a **twelve (12) month** period from the Reserve Grant Agreement's date of execution to install their PVS and/or BSS and submit an Incentive Disbursement Claim to PRDOH. The Reserve Grant Agreement will include the terms, conditions, obligations, and necessary support documents for the applicant to receive the incentive under the Program(s).

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To manage the local photovoltaic system installation capacity in Puerto Rico, the Program(s) will accept applications through rounds. Each round will represent an opportunity for interested citizens to apply. PRDOH expects to issue rounds on a quarterly basis (every three months) until such time when all Program funds are obligated. Nonetheless, depending on the local photovoltaic system installation capacity on the island, PRDOH may extend the period between rounds. Each round is expected to have approximately 2,500 to 3,500 applications. The Program Manager must have sufficient staff to process the expected volume of applications within the timeframes set in each of the tasks below.

PRDOH will publish and advertise a Round Reference Guide at least thirty (30) calendar days prior to the scheduled round launch date. The Round Reference Guide will set forth:

- The amount of funds to be allocated for the round;
- The quantity of applications that can be accepted for the round;
- The reference costs to be used for the incentive calculations for the round;
- The start date for application intake for the round; and
- Any other information about the round deemed necessary by PRDOH.

The PRDOH is conceptualizing the implementation of the housing programs through the use of internal resources and outsourced consultants and contractors. Concurrently, for this program, each applicant will outsource a Program-approved Renewable Energy Installation Company to be responsible for the installation of the PVS and/or BSS. The Proposer will be responsible for monitoring the compliance with terms and conditions of the Reserve Grant Agreement of all works completed by the applicant in their PVS and/or BSS with Program(s) incentive funds.

The Proposer will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this contract. The scope of work presented is based upon circumstances

existing at the time the RFP is released. The PRDOH reserves the right to modify or delete the tasks listed and, if appropriate, add additional tasks prior to and during the term of the contract.

If additional funds are allocated to the CEWRI-HH and CEWRI-DR Programs, additional work (applications) may be assigned under the contract and its extensions. If additional CDBG-DR or CDBG-MIT 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 that may be requested by the PRDOH under this contract.

OPERATIONS START-UP

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The Program Manager's key staff resources must be ready to begin working within two (2) weeks after the contemplated contract execution date. The Proposer must secure the necessary office supplies and personnel needed to implement this scope of work. The PRDOH will not guarantee a minimum number of applicants or cases to be handled by the Program Manager.

STAFF REQUIREMENTS

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The Selected Proposer shall have or will secure, at its own expense, all personnel required in performing the services under the 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 the contract. The PRDOH reserves the right to request the removal of any staff not performing to standard.

KEY STAFF

The Program Manager must have retained, and must maintain over the life of the contract, the following key staff resources. No key staff may be assigned to the contract without the written consent of the PRDOH.

- **Program Manager ..... Qty: 1**
  The resource assigned to the Program Manager position:
  - Will be the main point of contact between the PRDOH or its designated representative and the Selected Proposer.
  - He/she shall be available on-call and assist program status and progress meetings.
  - He/she shall be located in Puerto Rico.
  - The Program Manager position responsibilities include formulating, organizing, and monitoring the overall performance of the contracted tasks; deciding on suitable strategies and objectives; coordinating cross-project activities; lead and evaluate other staff; develop and control deadlines, budgets, and activities; apply change, risk, and resource management; assume responsibility for the program's performance and its staff; assess program performance and aim to maximize it; resolve program issues; prepare and review reports to the PRDOH; and any other function required in support of the program.
  - The Program Manager shall maintain a complete understanding of all applicable federal, state, local, CDBG-DR, and CDBG-MIT Program policies, requirements, and procedures; and shall possess knowledge of regulatory and statutory compliance requirements for CDBG-DR and CDBG MIT or similar programs/projects.

The resource assigned to the Program Manager:

- Must have a bachelor's degree from an accredited institution.
- Must have at least five (5) years of experience in federally funded programs management or related field.

- **Operations Manager.....Qty. 1**

The resource assigned to the Operations Manager position:

- Will be responsible for the daily field operations and ensuring that such daily operations are performed in the most efficient manner.
- He/she shall be located in Puerto Rico.
- He/she will oversee logistics management, ensuring that procedures are in place to align with the program's goals and objectives.
- He/she will oversee standards of performance, safety policies, and procedures, and adjust internal policies as necessary.
- He/she will direct human resources and management activities at the operational side of the programs and may determine the staff needed to accomplish the operational tasks.
- Shall ensure that all pertinent environmental reviews are prepared to the required level of review, and the documentation of performance submitted to the PRDOH environmental associate team.

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The resource to be assigned to the Operations Manager positions:

- Must be licensed Professional Engineers or Registered Architect and have deep knowledge of PVSs and BSSs.
- Must have at least five (5) years of experience in project/program management.

- **Complaints and Reconsiderations Coordinator.....Qty. 1**

The resource assigned to the Complaints and Reconsiderations Coordinator position:

- Will be responsible for the coordination of complaints' resolution by performing tasks such as investigating the complaints, surveys, interviews, educating the applicants, etc.
- Must pay special attention to applicants and their complaints and must do anything possible to ensure that complaints are properly mitigated and attended to. If a complaint merits it, the Complaints Coordinator may escalate the complaint to a higher management position for the appropriate actions to be taken.
- He/she must also ensure that applicant complaints are resolved in a timely matter and resolution is documented for the project record.

The resource assigned to the Complaints Coordinator position:

- Must have excellent communication skills with applicants and must have at least five (5) years of experience working in a customer relations position.

These resources must be available to work for the Program on a full-time basis over the life of the contract and are to be invoiced by the Program Manager to the PRDOH on an hourly basis with a maximum not to exceed the monthly amount established in **Task 00: Program Management and Administration**.

ADDITIONAL STAFF

Additional staff to be employed will be determined by the Program Manager based on the workload of assigned cases. Additional staff cost must be considered by the Program Manager under the unit prices of **Tasks 01 through 06** described further in this document. Additional staff does not require approval from PRDOH to be incorporated to the contract. Nonetheless, PRDOH reserves the right to request credentials of the additional staff at any time to assess compliance with the minimum requirements set forth below. At minimum, the following are credentials for additional staff to implement **Tasks 01 through 06**.

- ***Case Managers***

  Case Managers shall be responsible for:
  - Proactively communicating with applicants about their application status and any information or documentation needs from the Program.
  - Evaluating compliance of applicants and their households with the eligibility requirements of the Program(s).
  - Ensuring that an environmental review is performed, and that environmental clearance is obtained prior to the commitment of any Program(s) funds.
  - Evaluating any potential Duplication of Benefits **(DOB)** of the applicant and household per the Stafford Act and HUD issued guidance.
  - Coordinating any site monitoring visits with the applicant.
  - Performing incentive award calculations following established Program(s) procedures.
  - Providing guidance to eligible applicants on award terms and conditions, as well as obtaining and reviewing signed copies of Reserve Grant Agreements from applicants.
  - Preparing and sending program notifications to applicants.
  - Performing a final administrative closeout review of applications and coordinating the resolution of any items preventing closeout.
  - Any other tasks necessary to successfully move applications from intake to administrative closeout.

  Case Managers shall comply with the following credentials:
  - Bachelor's Degree or higher education in one of the following: Engineering, Architecture, Administration, Human Resources, Accounting, Law, Project/Program Management or related.
  - Bilingual verbal and written communication (Spanish and English).

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- ***Monitors***

  Monitors shall be responsible for:
  - Reviewing initial project submission from applicants for compliance with project eligibility requirements of the Program(s).
  - Reviewing Incentive Disbursement Claim forms, along with their related documentation, prior to scheduling site monitoring visits to corroborate the work performed by the applicant and his/her approved Renewable Energy Installation Company.
  - Coordinating site monitoring visits with the applicant.
  - Conducting site monitoring visits on participating properties to check for compliance with the Reserve Grant Agreement terms and conditions, and assess if the installed PVS and/or BSS are in accordance with requirements.
  - Creating detailed reports about visit findings and providing these to the applicant and PRDOH. Aside from descriptions of the installed measures, defects, and

recommendations for rectification, if any, reports shall also contain extensive photos, diagrams of property structures, and observation notes.

- Determine the final amount of the incentive funds to be disbursed to the applicant following Program(s) established procedures.
- Any other tasks necessary to successfully move applications from intake to administrative closeout.

Monitors shall comply with the following credentials:

- Bachelor's Degree in Engineering or Architecture or Expert Electrician (known in Spanish as "Perito Electricista Colegiado") with in-depth knowledge in PV systems and Battery backup, or a competent professional with the Renewable Solar Energy Installer (Photovoltaic) Certificate from the Public Energy Policy Program (PEPP) under the Department of Economic Development and Commerce (DDEC).
- Must have at least five (5) years of experience performing similar inspections/monitoring.

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- ***Environmental Specialists***

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Environmental Specialists shall be responsible for:

- Preparing environmental reviews for the PVS and/or BSS installation activities by eligible applicants.
- Identifying any necessary or applicable environmental mitigation measures (e.g., installation of photovoltaic panels on the opposite side of the street for historic homes).
- Coordinating environmental related activities with designated PRDOH staff and regulatory agencies such as the State Historic Preservation Office. The Environmental Specialist will be responsible for preparing regulatory agencies consultation packages for the completion of environmental reviews.
- Submitting completed environmental reviews and ensuring that the environmental reviews are approved by the PRDOH's Certifying Officer prior to the commitment of Program(s) funds.
- Any other tasks necessary to establish and obtain environmental clearance for the Program(s) awards.

Environmental Specialists shall comply with the following credentials:

- Bachelor's Degree in civil/environmental/agricultural engineering, environmental sciences, hydrology, geology, or related field experience.
- Must have at least three (3) years of experience performing environmental reviews.

- ***Historical and Archeological Specialists***

Historical and Archeological Specialists shall be responsible for:

- Conducting research and preparing detailed forms and mapping that assess the National Register of Historic Places eligibility for both architectural and archeological resources potential.
- Performing architectural or archeological surveys necessary to assure the PRDOH's compliance with Sections 106 and 110(k) of the National Historic Policy Act and implementing regulations at 36 CFR 800, in compliance with the Programmatic Agreement with the State Historic Preservation Office (SHPO), as needed.

Historical and Archeological Specialists shall comply with the following credentials:

- Meet the National Park Service's Secretary of Interior's Professional Qualifications Standards.

TASK 00: PROGRAM MANAGEMENT AND ADMINISTRATION **HOURLY RATE TASK**

The Program Manager shall be responsible for program operations, applications processing, and administration of the tasks and services contained herein related to the CDBG-DR and CDBG-MIT Programs. The Program Management and Administration Task will provide for the assignment of key staff resources to oversee, manage, and administer the implementation of the Program(s) overall.

These tasks include, but are not limited:

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- **Operational Support**
  - Work closely with the PRDOH officials, and its designees in preparing and maintaining the overall project plan and strategies for all phases of the Program(s), manage day-to-day operations, improve processes for quality and efficiency, evaluate, train, implement policy changes, and adapt to a program closeout environment.
  - Support program objectives and cultivate a formal structure to uphold regular reporting regiments, meet performance milestones, conduct program-wide meetings, and convey information for the community, the press, and PRDOH Communications Department.
  - Provides the PRDOH Communications Department any information related to specific samples of applications or projects for the press and/or PRDOH reporting efforts.
  - Assists the PRDOH in the development and evaluation of Program(s) policies, guidance, standard operating procedures, and, once approved by the PRDOH, their dissemination among all involved parties.
  - Given that more than one Program Manager may be selected by the PRDOH, different Program Managers must communicate and collaborate to ensure Program(s) policies and procedures are implemented consistently. All policies, guidance, and procedures are subject to PRDOH approval.
  - Report on different phases of the project that reflect the major activity and progress within the reporting period, as specified by PRDOH (e.g., monthly, quarterly, etc.).
  - Regularly communicate potential risks, impacts, trends, patterns, issues, and statuses to PRDOH and the pertinent parties and identify feasible solutions proactively and in a timely manner.
  - Offer alternatives to information technology (**IT**) solutions that support and improve the management, implementation, operational efficiency, time reduction of applications, and program-sponsored projects. The proposed IT solution alternatives shall consider the compatibility and synchronization with the PRDOH Grant Management System.
  - Develop and collect data to analyze and provide trend analysis reports and documents any information as necessary to optimize and streamline processes and compliance.
  - Ensure PRDOH's documentation is sufficient to respond to the Office of Inspector General, HUD, PRDOH, or any other entity that audits or reviews the Program(s).

- Respond to and generate, in established timeframes, a formal response with any required information as requested by the Office of Inspector General, HUD, PRDOH, or any other entity that audits or reviews the Program(s).
- Attend PRDOH training sessions regarding Program(s) implementation. The Program Manager's leadership staff is required to attend PRDOH training sessions and is responsible to disseminate information and transfer the knowledge to all Program Manager staff.
- Any other tasks necessary to support the Program(s) efficient operation.

- **Program and Project Management**
  - Support program objectives and cultivate a formal structure to communicate and proactively share information with team members from application intake to project closeout.
  - Share information and transfer the acquired knowledge among Program Manager key staff and additional resources to improve: the quality of services; deliverables; milestones; and the identification of trends, patterns, and potential risks. Also, to proactively coordinate, synchronize, mitigate risks, and provide feasible solutions to the PRDOH.
  - Enforce program controls by measuring progress and taking corrective actions as needed in order to achieve goals.
  - Be accountable for providing accurate forecasts of project milestones and completions.
  - Notify, communicate follow-up, and assure the resolution of any non-compliance issues at the Program and project levels.
  - Manage daily program operations and ensure that they are performed in the most efficient manner.
  - Oversee logistics management, ensuring that procedures are in place to align with the goals and objectives.
  - Provide case management for the assigned applications.
  - Coordinate efforts of compliance over environmental, installation, financial, and HUD regulations.
  - Adopt portfolio management processes and tools for organizing and managing programs, funds, and project files.
  - Establish timelines, goals, metrics, and deliverables in accordance with project funding allocations and production goals specified by PRDOH.
  - Manage compliance requirements to include programmatic and financial reporting which may include but is not limited to coordinating and preparing project and financial management reports with PRDOH or its designee for federal, state, and local government audits.
  - Coordinate with any third-party entity (regulatory agencies or municipalities, among others) on any technical or regulatory task needed to maximize and facilitate the implementation of any individual application or general policies for the benefit of the applicants.

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- Any other supporting functions or tasks necessary to implement an efficient and compliant program management and case management process, deliverables, and due diligence.

- **Document Control and Management**
  - Store, archive, and retrieve physical documents and electronic images of all paper documents, training material, internal policies and procedures, and meeting lists of attendees through the PRDOH Grant Management System.
  - Establish and maintain protocols for physical file management which may include, among other things, file accessibility, file location tracking, file permissions, file ownership, and file return. This requires the Program Manager to maintain adequate secure space and storage equipment to perform such functions and requires that the Program Manager maintains soft copy backups of original files in their custody.
  - Any systems, tools, or technology provided must meet PRDOH's Personal Identifiable Information **(PII)** and confidentiality and nondisclosure requirements.
  - Any other tasks necessary to comply with the requirements of document control management.

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- **Accounting and Reporting**
  - Review and submit recommendations for approval of funding requests, as needed.
  - Provide status reports on a regular basis or as requested by PRDOH for the progress of applications, project closeouts, resolutions, trends, issues, risks, and potential legal exposure.
  - As requested, meet with the PRDOH to discuss the progress, status and projections, applicant concerns, and any other issues that may have risen during the administration of the program.
  - Provide the PRDOH with project progress reports on demand, as well as access to the internal Program Managers system of record for the Office of Inspector General, HUD, PRDOH, or any other entity that audits or reviews the Program(s).
  - Report on information that includes project activity deemed critical by the PRDOH.
  - Any other tasks necessary to ensure proper accounting and reporting as related to the Program(s).

- **Applicant Relations & Outreach Support**
  - Coordinate outreach efforts, including but not limited to visits, calls, or written notices as required by the PRDOH. This includes targeted outreach to pre-identified or referred applicants.
  - Assist in the identification of vulnerable populations by developing and executing application intake strategies for specific geographies or applicant demographics.
  - Refer to PRDOH any inquiries or complaints from elected offices such as mayors, representatives, senators, cabinet members, or high-profile organizations such as non-profit organizations, media, and associated press members.
  - Document all applicant outreach efforts and outcomes.

- Any other tasks necessary to ensure proper relations of the Program Manager with its assigned applicants.

PER UNIT TASKS

Tasks 01 through 06 represent the unit tasks that the Program Manager must perform to process Program applications from intake to closeout. In support of these unit tasks, the Program Manager shall conduct the following support activities when needed:

- **Applicant Relations & Communications**
  - Establish a local Program Manager Call Center to make, receive, handle, and respond to calls from applicants as described below.
  - Calls may be received through referrals from the PRDOH CDBG Call Center, applicants or Renewable Energy Installation Companies with questions regarding program steps and/or requirements, and other matters in direct relation to the processing of applications for the Program(s).
  - The Program Manager may receive calls from applicants for the Program Manager staff to guide them through the application process; collect eligibility, DOB, and other documents; and to make sure that complaints are properly addressed throughout the process.
  - The Program Manager Call Center must provide the adequate number of staff to manage and provide assistance to applicants in a diligent and service-oriented manner.
  - Call Center must be staffed with personnel that is not working directly on the activities of **Tasks 01 through 06** (i.e., call center staff cannot be a case manager, a team lead, a monitor, or any other staff working directly with applications processing).
  - Provide support for inquiries made by the applicants in person, via phone, email, or online web submission.
  - Maintain communications with applicants and provide status updates on application or case progressions.
  - Record all inquiries or communications in the PRDOH Grant Management System.
  - Provide written correspondence to all applicants to relay the status of their file at critical stages. All correspondence sent to applicants, or any other entity, shall be duly signed by a representative of the Program Manager.
  - Mail eligibility, ineligibility, withdrawal confirmation letters and any other required program notifications. The Program Manager will be responsible for the payment of any postage, certified mail, mail delivery, and expedited delivery, among others as needed.
  - Provide consultation services to applicants as required. This includes but is not limited to providing technical assistance to facilitate communication between applicant and Renewable Energy Installation Company personnel.
  - Respond to applicants within one (1) business day from the time applicants make initial contact.

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- Adhere to customer service activities requested by PRDOH. This may include mass communications to applicants to inform them of their application status.
- Have, at minimum, one dedicated case manager per 300 active applications. Active applications refer to any application that has not been formally inactivated by the Program. This includes applications that may have been placed on administrative hold due to policy or other specific circumstances that need to be addressed in order for the application to be served.
- Document all applicant interactions and communications within the PRDOH Grant Management System.
- Any other tasks necessary to assure proper communication and service to applicants.

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- **Reconsiderations**
  - Provide guidance to applicants on the submission of requests for reconsideration, be it through a program-based reconsideration process with the Program Manager or an administrative review process with the PRDOH.

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  - Receive, log, evaluate, acquire additional information, make, and notify determinations on program-based reconsideration requests submitted by applicants. Program-Based Reconsideration request shall be evaluated within **twenty (20) calendar days** of receipt. The Program Manager shall coordinate any adjustments to applications due to determinations on requests for reconsideration.
  - Attend meetings with PRDOH's Legal Division to discuss application data for PRDOH's evaluation of administrative review requests. Respond, as required, to any and all PRDOH requests for information or documentation for the evaluation of administrative reviews. Implement any PRDOH instructions around administrative review requests and their determinations.
  - Any other tasks to promptly evaluate program-based reconsideration requests or to assist the PRDOH in the evaluation of administrative review requests.

- **Document Control and Management**
  - Ensure all project information and documentation is readily available at all times in the PRDOH Grant Management System.
  - Store, archive, and retrieve physical documents and electronic images of all paper documents, applicant-related emails, and correspondence, as well as any other document used for processing an application.
  - Provide sufficient and appropriate document control and management processes to meet the financial and documentation requirements for Program grants. At a minimum, the following records will be required:
    - Records providing full description of each activity;
    - Records verifying that activity meets national and grant objectives;
    - Records that demonstrate the eligibility of program activity;
    - Records required to document activity related to real property;
    - Financial records and reports required by the Program(s); and
    - Records supporting any specific requirements of PRDOH, or the funds allocated.

- Work in coordination with PRDOH to maintain records and communications for detection and prevention of fraud, waste, and abuse of federal funds.
- The PRDOH will not disburse funds for any work not documented in the PRDOH Grant Management System of Record.

- **Accounting of Funds**
  - Log, review, and account for all benefits received by the applicant from non-CDBG funding streams such as FEMA, SBA, NFIP, charitable organizations, insurance, and any other federal, state, or local source that may be considered a duplication of benefits for the Program(s)' activities.
  - Communicate (by written notices and verbal communication if needed) with and obtain information from insurance companies to assure the proper accounting of insurance funds considered a duplication of benefits for the Program(s) activities. The Program Manager must assure that insurance funds are properly considered in duplication of benefits analyses.
  - Account and reconcile (a) all federal funds requested, drawn from HUD, and awarded to eligible applicants, (b) all funds returned by applicants or any other third party, and (c) all funds deposited by applicants to address duplicative benefits.
  - Work in coordination with PRDOH to maintain records and communications for detection and prevention of fraud.

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The cost of the task support activities is considered in the unit costs of **Tasks 01 through 06**.

TASK 01: RENEWABLE ENERGY INSTALLATION COMPANY ENROLLMENT **PER UNIT TASK**

Applicants of the Program(s) will be required to use Program-approved Renewable Energy Installation Companies for the installation of their PVS and/or BSS. Work performed by Renewable Energy Installation Companies that are not approved by the Program(s) will not quality for disbursement of the incentive funds reserved for the Project. The Program Manager will be responsible for evaluating, and approving or denying, Renewable Energy Installation Companies for the Program(s). This task shall include the following:

- Reviewing and evaluating Renewable Energy Installation Company enrollment requests, along with their related documentation, to determine if the Renewable Energy Installation Company qualifies for inclusion in the Program Renewable Energy Installation Companies list.
- Clarifying doubts on submissions received with the Renewable Energy Installation Companies to complete determination.
- Making determinations, in accordance with Program(s) requirements, of approval or denial of Renewable Energy Installation Companies.
- Notifying the Renewable Energy Installation Companies of the approval or denial determinations for enrollment into the Program(s).
- Any other tasks necessary to properly keep an updated list of Program-approved Renewable Energy Installation Companies.

TASK 02: IN PERSON APPLICATION INTAKE **PER UNIT TASK**

Applications for the Program(s) will be submitted by prospective applicants through a web-based application portal. There are citizens that lack the prowess or means for the submission of

electronic applications. The Program Manager will make staff available to these applicants to assist them in submitting their Program(s) application. This task shall include the following:

- Receiving requests for assistance, either through phone or in-person visits to Regional Intake Centers (See **Reimbursable Expenses: Regional Intake Centers** Section of this Scope of Work), for application submission and orienting the applicant on the required data and documents for a complete Program application.
- Assisting Applicants with the submission of Program applications. The Program Manager may coordinate a site visit from the applicant to the Program Manager's office or a Regional Intake Center, or a visit by the Program Manager staff to the applicant's home to assist with the application submission. Home visits shall be a last resort for in-person application intake and should be limited to applicants that are physically unable to leave their homes for justifiable reasons such as health conditions or incapacitations.
- Setting up, if not already in place, an email account (using free email services such as gmail, yahoo, etc.) for the applicant and orienting them on the notifications that he or she will receive regarding the application.
- Filling out and submitting an application on behalf of the applicant.
- Any other tasks necessary to assist applicants with submitting an application to the Program(s).

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TASK 03: ELIGIBILITY REVIEW AND INCENTIVE AWARD DETERMINATION **PER UNIT TASK**

The Program Manager will be responsible for evaluating applicant eligibility (income, ownership, primary residence, etc.), performing a duplication of benefits analysis, and evaluating project eligibility for the Program(s). This includes the collection of all required information related to applicant and project eligibility; as well as duplication of benefits. Additionally, the Program Manager will be responsible for making incentive award determinations following the procedures established for the Program(s). Once applicant and project eligibility, duplication of benefits, and environmental reviews (see **Task 04**) are complete, the Program Manager will submit application packages to PRDOH for approval prior to notifying applicants. Potential applicants for the Program(s) will result from an open application process or from a pre-identified list or referral. This task shall include the following:

- **Intake Review**
  - Perform initial application screening and processing which shall include a document completeness review and income threshold eligibility review.
  - Collect required documentation for income verification, proof of ownership, proof of primary residence, proof of citizenship, duplication of benefits, and project verification.
  - Evaluate documentation in preparation for an eligibility evaluation based on Program(s) policies and federal requirements.
  - Identify/verify applicant required documentation to validate Program(s) prioritization.
  - Request any information that may be required from the applicant to complete the eligibility process.
  - Follow due-diligence processes established by Program(s) policy to ensure that information submitted by applicants is correctly recorded and, when necessary, contact the applicant to provide them with the opportunity to supply missing, incorrect, inconsistent, or insufficient information.
  - Communicate with applicants regarding their application's status and their related subsequent processes.
  - Document all communications with applicants within the PRDOH's Grant Management System.

- Any other tasks necessary to complete the intake process of applicants.

- **Applicant Eligibility Review**
  - Work with applicant, municipalities, taxing authorities, insurance companies, third-party inspectors, title companies, lenders, and other vendors to collect information to perform a complete eligibility review of the applicant and his/her household.
  - Review all documents required from applicants and third parties; and ensure that the provided documents are sufficient according to Program(s) policies and procedures.
  - Review documentation, make and justify determinations of each eligibility criterion of the Program(s). This includes, but may not be limited to, citizenship, property type, primary residence, ownership, income, and duplication of benefits.
  - Confirm applicant ownership or proprietary interest over the property by evaluating traditional and non-traditional ownership documentation.
  - Mail eligibility or ineligibility letters, as applicable. Advise applicants who are deemed ineligible and inform them of the applicable reconsideration processes.
  - Review all open application, eligibility award determination, and other issues.
  - Any other tasks necessary to complete the eligibility review of applications.

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- **Duplication of Benefits Review**
  - Interview applicants and collect all relevant information required to make a Duplication of Benefits (**DOB**) determination as per Robert T. Stafford Disaster Relief and Emergency Assistance Act (**Stafford Act**), as amended.
  - Evaluate benefits received from any federal, state, local, or other sources and make determinations on duplicative assistance.
  - Review receipts provided for previous work and other applicable documentation; and make determinations on amount of funding that may be considered non-duplicative.
  - Communicate with third parties (insurance companies, FEMA, SBA, NFIP, charitable organizations, etc.) to obtain documentation in support of the Duplication of Benefits review.
  - Any other tasks necessary to complete the DOB review.

- **Project Eligibility Review**
  - Review all documents required from applicants and third parties; and ensure that the provided documents are sufficient according to Program(s) policies and procedures.
  - Review documentation, make and justify determinations of each project eligibility criterion of the Program(s). This includes, but may not be limited to, type of system to be installed, project commencement, PVS capacity, BSS capacity, system location, system permanent affixion, equipment certifications, and cost reasonableness.
  - Calculate the incentive award amount for the application taking into consideration the system capacity limitations, if any, established in the Program(s) policies and procedures.
  - Any other tasks necessary to complete the project eligibility review.

- **Reserve Grant Agreement Execution**
  - Compose and review Reserve Grant Agreement for applications deemed eligible for the Program(s).
  - Compose, review, and execute the Eligibility and Incentive Award Reservation Notice for applications deemed eligible for the Program(s).
  - Send the Eligibility and Incentive Award Reservation Notice, as well as the draft of the Reserve Grant Agreement to eligible applicants for their execution.

- Establish verbal communication with the applicant and orient them on the terms and conditions of the Reserve Grant Agreement and the award offered to them. Clarify any doubts the applicant may have and let them know of deadlines for the receipt of an executed Reserve Grant Agreement.
- Receive and review the Reserve Grant Agreement executed by the applicant. Ensure that all required signatures and initials of the applicant are stamped in the Reserve Grant Agreement and that no changes to the original draft were made by the applicant as part of their execution of the Reserve Grant Agreement.
- Submit Reserve Grant Agreements completed by applicants to PRDOH for final execution. Coordinate the execution of the Reserve Grant Agreement by PRDOH.
- Any other tasks necessary to complete the Reserve Grant Agreement execution process for eligible applicants.

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All applications under a specific round must be notified of their eligibility determination and incentive funds reserved within **ninety (90) calendar days** of the application submission date.

TASK 04: ENVIRONMENTAL REVIEW **PER UNIT TASK**

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The Program Manager will be responsible for obtaining environmental clearance of eligible projects funded by the Program(s). PRDOH is contemplating to perform environmental reviews for the Program(s) through a tiered environmental review process; whereby the PRDOH will perform the broad level of review (**Tier 1**) and the Program Manager will perform the site-specific environmental review (**Tier 2**).

For each eligible project, Proposer will conduct environmental reviews on an as-needed basis in accordance with the required level of clearance. Environmental reviews must, at a minimum, comply with the requirements of the Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), the National Environmental Policy Act (including implementing regulations at 40 CFR § 1500 and 24 CFR § 58), the Environmental Public Policy Act of Puerto Rico, as amended (Law No. 416-2004), and the Puerto Rico Permit Process Reform, as amended (Law No. 161-2009) along with any other local environmental review requirements. For each project, the Proposer will create an Environmental Review Record (**ERR**) meeting the above legal requirements and documenting PRDOH's review and compliance with the related federal authorities listed in 24 CFR § 58. The Program Manager will submit environmental reviews of projects for the review and eventual approval of the PRDOH's Certifying Officer.

This task requires the Proposer to have the capability to evaluate potential environmental impacts of proposed activities in the following substantive areas: land use, zoning, and public policy; socioeconomic conditions shadows; historic resources (including historic districts, buildings, structures, sites, and objects); urban design and visual resources; natural resources; public health; neighborhood character; environmental justice; construction impacts; and alternatives to the proposed activities.

The environmental review task includes the following:

- **Environmental Review**
  - Assigning an Environmental Specialist to the application to be responsible for the development of the Site-Specific Tier 2 ERR for the application.

- Making determinations of Regulatory Agency consultation requirements and preparing any Regulatory Agency consultation packages, when needed, as part of the Environmental Review process.
- Preparing the Site-Specific Tier 2 ERRs in accordance with already in place Tier 1 ERRs; and obtaining environmental clearance prior to any commitment of funds by the Program(s). This will include examination of topographic maps and aerial imagery by SOI Qualified Professionals to determine when the structure was built.
- Ensuring that Site-Specific Tier 2 ERRs are duly approved by the PRDOH's Certifying Officer.
- Ensuring that all mitigation requirements are captured in the Site-Specific Tier 2 ERR (i.e., installation of PV panels on the opposite side of the street for historic homes). Mitigation requirements must be included as part of the Reserve Grant Agreement for the application. The applicant will be responsible to comply with the mitigation measures identified as part of ERRs.
- Ensuring that all environmental clearance records are properly stored PRDOH's Grant Management System.
- Any other tasks necessary to obtain environmental clearance of projects.

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All eligible applications under a specific round must have their Site-Specific Tier 2 ERR completed within **ninety (90) calendar days** of the rounds opening date.

TASK 05: SYSTEM VALIDATION MONITORING **PER UNIT TASK**

Applicants, upon completion of their PVS and/or BSS installation, will submit an Incentive Disbursement Claim to the Program(s). The Program Manager will be responsible for reviewing the Incentive Disbursement Claim, along with its associated documents, for completeness and compliance with Program(s) requirements. The Program Manager will need to review the documents and decide if whether or not the applicant's PVS and/or BSS is ready for the site monitoring visit. The Program Manager will request any corrections to the Incentive Disbursement Claim documents found to not follow Program(s) requirements.

Upon approval of a complete and compliant Incentive Disbursement Claim the Program Manager will coordinate a site visit to the applicant's home. The site visit is to monitor and validate the applicant's PVS and/or BSS compliance with Program(s) and Reserve Grant Agreement requirements prior to the disbursement of the incentive funds awarded.

This task shall include the following:

- **Incentive Disbursement Claim Review**
  - Receive and review documents submitted by the applicant with their Incentive Disbursement Claim for completeness and compliance with Program(s) and Reserve Grant Agreement requirements.
  - The Program Manager shall determine if the applicant's PVS and/or BSS is ready to be inspected. If the project is not ready for the site monitoring visit, or if corrections are required to the applicant's Incentive Disbursement Claim, the Program Manager shall return the Incentive Disbursement Claim to the applicant for corrections and resubmission.
  - Any other tasks necessary to ensure that a complete and compliant Incentive Disbursement Claim is submitted by the applicant.

- **Site Visit & Monitoring Report**
  - Coordinate a date and time with the applicant to visit the site and inspect the PVS and/or BSS installed by the applicant with their selected Renewable Energy Installation Company. The applicant, or an authorized representative of the applicant, must be present at the site visit to be conducted by the Program Manager.
  - Perform the site monitoring visit and verify all components of the applicant's PVS and/or BSS for compliance with Program(s) and Reserve Grant Agreement requirements; including any environmental mitigation requirements set forth in the Program's Site-Specific Tier 2 ERR. The Monitor must take extensive photographic evidence of the installation and its components while on site.
  - If non-compliance issues with the installation are identified by the Monitor, he or she shall promptly inform the applicant of the non-compliance issues identified and the options available to the applicant to resolve and obtain the disbursement of the reserved incentive funds.
  - Prepare a report of the site monitoring visit setting forth the results. The report must include:
    - A brief narrative of the overall assessment of the project's compliance;
    - Photographic evidence of the work completed;
    - Any non-compliance items identified during the site monitoring visit;
    - Evidence of the Monitor's credentials and certifications; and
    - Any other pertinent information related to the inspected PVS and/or BSS installed by the applicant and their selected Renewable Energy Installation Company.
  - If the installation is found to follow Program(s) and Reserve Grant Agreement requirements, calculate the amount of incentive funds reserved to be disbursed to the applicant following Program(s) policies and procedures.
  - Any other tasks necessary to ensure that a compliant PVS and/or BSS was installed by the applicant.

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Site visits and monitoring reports shall be completed by the Program Manager withing **thirty (30) calendar days** of an Incentive Disbursement Claim being approved by the Program Manager.

In the case of failed site monitoring visits for reasons outside of the Program Manager's control (e.g., issues that couldn't be identified through the review of the Incentive Disbursement Claim submitted by the applicant) the applicant will need to perform corrections and request another site monitoring visit in order to receive the incentive funds reserved. PRDOH will pay each additional site visit at 75% of the cost for the site monitoring visit included in the contract.

TASK 06: INCENTIVE DISBURSEMENT AND ADMINISTRATIVE CLOSEOUT **PER UNIT TASK**

Upon the applicant's system passing its site visit, the Program Manager shall make a recommendation for disbursement of the incentive funds reserved. The Program Manager shall send its recommended disbursement amount to PRDOH for approval and payment processing.

After funds are disbursed the applicant will have a three (3) day period to submit evidence of payment to his/her selected Renewable Energy Installation Company. Thereafter, the Program Manager will proceed with the administrative closeout for the applicant.

This task shall include the following:

- **Recommendation of Incentive Disbursement**
  - Prepare a recommendation for disbursement and submit it to PRDOH for approval and payment processing.
  - If necessary, obtain additional documentation necessary for disbursement from the applicant or any other third party.
  - Track and follow-up on the disbursement of the incentive funds to the applicant.
  - Any other tasks necessary to ensure that incentive funds are disbursed to the applicant.
  - The Program Manager must submit the recommendation for disbursement to PRDOH within **five (5) calendar days** of completing Task 05.

- **Administrative Closeout**
  - The Program Manager shall be responsible for the final closeout of applications once all work under an award is completed.
  - Ensure that all supporting documentation is included in the application file. Obtain any missing documents to complete the application file.
  - Prepare, review, and submit project closeout checklist.
  - Ensure compliance with 2 CFR 200 Subpart F, 24 CFR §570.509, CPD Closeout Notices, DR and MIT Closeout Process, as applicable.
  - Any other tasks necessary to ensure the proper closeout of the Program(s) applications.

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TASK 07: PROPERTY HISTORICAL PRESERVATION CONSULTATIONS **PER UNIT TASK**

In addition to the traditional management included in this Scope of Services, some projects may require in depth analysis by SOI Qualified Professionals and on-site research at SHPO and the Institute of Puerto Rican Culture (ICP). Example of these instances are residences located within historic areas such as Traditional Urban Centers and Historic Districts as defined by SHPO, and Historic Zones as defined by ICP.

For those specifics projects a SOI Qualified Professional will be required to prepare a Historic Property Architectural Form that addresses the National Register of Historic Places eligibility and the impact the program actions may have on that property. This document will be reviewed by PRDOH representatives for quality and accuracy. Once the document is approved it will be sent to SHPO for their review and response.

TASK 08: APPRAISAL OF HOME MARKET VALUE **PER UNIT TASK**

Improvements to structures located within a floodplain that exceed 50% of its market value are not permitted under federal regulations unless the entire structure is brought into full compliance with current flood regulations. The installation of photovoltaic systems and battery storage systems are considered improvements to structures. Therefore, for properties located within a floodplain the Program(s) will need to calculate the Substantial Improvement factor prior to awarding assistance. For the Program(s) to do this, appraisals of home market value will be necessary.

As part of the property's environmental review (See Task 04: Environmental Review) the Program Manager shall be responsible for conducting an appraisal of home market, whenever properties located in a floodplain submit Applications for assistance. Such appraisal will be used for calculating the Substantial Improvement factor of the improvements sponsored by the Program(s) as part of the Environmental Review.

Whenever a property requesting Program(s)' assistance is found to be located in a floodplain the Program Manager shall:

- Perform coordination of the date and time for the property's appraisal with the applicant and a licensed appraiser.
- Have a licensed appraiser visiting the applicant's property to inspect its conditions and inform an opinion of fair market value according to industry standards.
- Have a licensed appraiser developing a report on the fair market value of the property by analyzing such factors as utility, scarcity, desire, and effective purchasing power of the community. The analysis shall require the study of all value influences and may take the following approaches: the current cost of reproducing or replacing the home, minus an estimate for depreciation plus the value of land; the value indicated in recent sales of comparable properties in the market; and the value that the property's net earning power will support. The market value of the property shall be segregated between land and structure values.

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REIMBURSABLE EXPENSES: REGIONAL INTAKE CENTERS

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The Program(s) will require Regional Intake Centers to assure access to application submission and processing venues for citizens that lack the prowess of submitting and processing an application through the Program(s)' web-based portal or access to internet services. PRDOH expects to open approximately ten (10) Regional Intake Centers all throughout the island. The Regional Intake Centers are expected to be open throughout the life of the Program(s) for in-person application intake, documents submission, and any other matter related to Applications. PRDOH will establish the general areas where Regional Intake Centers must be opened by the Program Manager.

To establish the Regional Intake Centers the Program Manager shall:

- Procure office space to set up Regional Intake Centers at the areas established by PRDOH;
- Negotiate terms and conditions, and enter into lease agreements for the Regional Intake Centers;
- Provide furniture (desks, chairs, cubicles, etc.) and equipment (computers, printers, scanners, office materials and supplies, etc.) necessary to set-up a working Regional Intake Center and for staff to provide services in accordance with the quantity of staff that will be assigned to the Regional Intake Centers; and
- Provide signage to clearly identify the office space rented as a CEWRI-HH Regional Intake Center.

While Regional Intake Centers are operating, the Program Manager shall:

- Incur and pay for any utilities necessary for the Regional Intake Centers' operations, including power, water, telephone, internet, and any other necessary utility;
- Keep the premises clean and in good repair, either through the Program Manager's own efforts or through terms and conditions of the lease agreements; and
- Keep each Regional Intake Center staffed with, at minimum, two (2) Case Managers.

All proposed locations for Regional Intake Centers are subject to PRDOH's approval. The Program Manager shall submit the proposed locations, along with a budget for the period of time that the Regional Intake Center is expected to be in operation, to PRDOH through a Request for Approval (RFA). PRDOH will evaluate each RFA for appropriateness of the proposed office space and reasonableness of the costs and, if determined to be appropriate and cost reasonable for a Regional Intake Center, approve the lease of the proposed location by the Program Manager. A lease for Regional Intake Centers shall not be entered into by the Program Manager without PRDOH's approval.

For such Regional Intake Centers, the contract will include an allowance from which direct costs incurred by the Program Manager will be reimbursed. The cost of furniture, equipment, and personnel to staff the Regional Intake Centers is part of the Program Manager's costs for the performance of Task 01 through Task 07 of this Scope of Work, as these are typical costs of contractors equipping their staff to provide services to clients. Therefore, costs to be reimbursed to the Program Manager for Regional Intake Centers only include **(i)** the monthly cost of the office space lease, **(ii)** the utilities costs for the space (including power, water, telephone, internet, and other necessary utilities), **(iii)** the cost for cleaning and keeping the Regional Intake Centers in good repair, and **(iv)** the cost of signage to identify the Regional Intake Center.

END OF SCOPE OF WORK

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ATTACHMENT C

GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

COMPENSATION SCHEDULE
ICF Incorporated, LLC
Program Management Services for CEWRI HH & DR
Request for Proposals
No. CDBG-MIT-RFP-2022-01

The following section contains cost information that considers the quantity of resources, maximum hours, and rate per hour provided by the Program Management Services firm through their Price Form in compliance with the Request for Proposals (RFP) CDBG-MIT-RFP-2022-01.

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Positions	Qty.	Hours	Rate Per Hour	Monthly Cost
Key Staff				
Program Manager	1	180	$199.87	$35,976.60
Operation Manager	1	180	$174.18	$31,352.40
Complaints and Reconsideration Coordinator	1	180	$92.82	$16,707.60
Sub Total Key Staff Monthly Cost				**$84,036.60**
Tasks	Qty.	Unit Price		Total Cost
01: Renewable Energy Installation Company Enrollment	100	$349.88	$34,988.00	
02: In-Person Application Intake	2,500	$240.98	$602,450.00	
03: Eligibility Review and Incentive Award Determination	7,500	$791.26	$5,934,450.00	
04: Environmental Review	7,500	$698.81	$5,241,075.00	
05: System Validation Monitoring	7,500	$599.39	$4,495,425.00	
06: Incentive Disbursement and Administrative Closeout	7,500	$324.25	$2,431,875.00	
07: Property Historical Preservation Consultations	3,750	$738.72	$2,770,200.00	
08: Appraisal of Home Market Value	1,125	$579.33	$651,746.25	
Sub Total Tasks Monthly Cost			**$615,616.92**	

Total Cost Per Month (Key Staff & Tasks)	**$699,653.52**
Total Cost Per 12 Months (Key Staff & Tasks)	**$8,395,842.24**
Total Cost Per 36 Months – Key Staff	**$3,025,317.60**
Total Cost Per 36 Months -Tasks	**$22,162,209.25**
Total Allowance	**$800,000.00**
TOTAL COST OF SERVICES AND ALLOWANCES FOR 36 MONTHS	**$25,987,526.85**

The following Price Form notes will apply to all recommended distribution mentioned above.

1. Estimated Qty. of Resources represents the estimated quantity of personnel to be employed by each key position. Should not be interpreted as a cap on the allowed quantity of staff. Monthly cost caps are established in Note 5 below.

2. Max. Hours Per Month Per Resource represents the estimated quantity of monthly hours to be employed by each key position. Should not be interpreted as a cap on the allowed level of effort per position. Monthly cost caps are established in Note 5 below.

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3. Rate Per Hour includes overhead, profit, royalties, reimbursements, travel, fringe benefits, taxes, as well as any other additional fees and administrative costs applicable to the services.

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4. Estimated Monthly Cost Per Position represents the estimated cost of positions based on the Estimated Quantity of Resources and the Estimated Hours Per Month Per Resource in the cost form. Should not be interpreted as a cap on the allowed billing per position. See Note 5 for monthly cost caps for the Program Management and Administration Task.

5. Monthly Sub-Total represents the maximum amount that the Program Manager is allowed to invoice for the positions of Program Manager, Operations Manager, and Complaints and Reconsideration Coordinator at any given month. An individual position may invoice for an amount greater than that established in the Estimated Monthly Cost Per Position column at any given month; but the total amount to be invoiced for the group of positions may not exceed the Monthly Sub-Total.

6. Qty. represents the quantity of tasks PRDOH expects for the entirety of the CEWRI and CEWRI-HH Programs 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.

7. Units Price includes 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, including tasks support activities as depicted in the Scope of Work.

8. Total Cost represents the estimated total cost for processing applications under the CEWRI and CEWRI-HH Programs.

9. The Total Proposal Cost represents the potential total cost for the services, if the PRDOH determines to contract award a single Proposer for the Program Management Services.

10. PRDOH reserves the right to award to one or more Proposers. 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.

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11. PRDOH reserves the right to amend the contract to, but not limited to, include additional applications if additional funds are allocated to the CEWRI and CEWRI-HH Programs during the life of the contract and its renewals. Selected Proposer(s) guarantee and extends the costs herein included to those additional applications which may reach up to 25,000 applications.

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END OF COMPENSATION SCHEDULE

GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

ATTACHMENT D

PERFORMANCE REQUIREMENTS

Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations Program
Request for Proposals No. CDBG-MIT-RFP-2022-01

INTRODUCTION

This document represents performance metrics and requirements for the Program Management Services. The Contractor shall adhere to the requirements of this document. The Contractor shall develop workplans, schedules, reports and/or any other document as may be requested by PRDOH or its representative in connection to the metrics and requirements set forth herein. The Contractor shall submit any of such documents for review and approval as requested by the PRDOH within the specified time frame provided for such request. PRDOH reserves the right to request any information as part of the Grantee responsibilities. The Contractor is responsible for providing and performing all the services stated in the Scope of Work.

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Liquidated Damages are only triggered for Unit Tasks as identified in this document. Target Timeframes presented in this document do not trigger Liquidated Damages under the contract. Target Timeframes will be used in the evaluation of the Contractor's performance against the performance of other Program Managers and PRDOH's expectations for the tasks. The Contractor's performance will be taken into consideration by PRDOH at the time of application assignments or re-assignments.

The requirements and metrics included in these Performance Requirements may be modified at the discretion of PRDOH and shall become binding between the parties without requiring an amendment to the contract.

SCOPE OF WORK

The Contractor is responsible for compliance with all aspects of the Scope of Work included as Attachment B of the Contract.

PRACTICE OF LICENSED PROFESSIONS

Contractor and its subcontractors, agents, and employees, shall comply with all applicable federal and local laws and regulations, including but not limited to those that relate to the practice of licensed professions and those that could affect the Contractor's ability to carry out the Scope of Work under the Contract. Contractor certifies that it possesses all necessary permits, endorsements, and approvals necessary to perform the Work, which are to be valid and updated for the duration of the Contract. Contractor and each of its employees, agents, subcontractors, and subconsultants must have all licenses, permits, authorizations, consents, and approvals necessary for the performance of the Scope of Work under the contract, and such licenses, permit, authorizations, consents, and approvals are to be up to date and in full force and effect from the date of Contract execution and for the duration of the Contract. Contractor must always ensure that professional, architectural, or engineering work is performed by qualified professionals with the proper education, know-how, training, knowledge, expertise, experience, and license to perform such works, according to applicable federal and local rules and regulations.

TASK 00: PROGRAM MANAGEMENT AND ADMINISTRATION

- **General Description.** The Program Manager shall be responsible for program operations, applications processing, and administration of Tasks 01 through 08 and the full services contained in the Scope of Work related to the Programs. The Program Management and Administration Task will provide for the assignment of key staff resources to oversee, manage, and administer the implementation of the Program(s) overall.

- **Key Staff Availability.** The Program Manager's key staff resources must be ready to begin working within two (2) weeks after the contract execution date. These resources must be available to work for the Program on a full-time basis over the life of the contract

- **Task Completion and Billing.** This task shall be considered complete upon termination of the contract's performance period. The task is billable on a monthly basis based on the hours worked by Key Staff. Monthly billing is capped by the Program Manager's Monthly Cost for the task in the Compensation Schedule.

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- **Task Liquidated Damages.** There are no Liquidated Damages associated to Task 00.

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- **Task Target Timeframes.** There are no Target Timeframes associated to Task 00. The Program Manager and PRDOH will agree on delivery timeframes for activities under Task 00 on a case-by-case.

TASKS 01 THROUGH 08 SUPPORT ACTIVITIES (PER UNIT TASK SUPPORT ACTIVITIES)

- **General Description.** Tasks 01 through 08 represent the Unit Tasks that the Program Manager must perform to process applications from intake to closeout. In support of these unit tasks, the Program Manager shall perform additional activities to maintain applicant relations and communications, evaluate and notify determinations on Program-Based Reconsiderations, aid PRDOH with the evaluation of Administrative Reviews, and ensure proper records and document control.

- **Task Completion and Billing.** This task shall be considered complete upon termination of the contract's performance period. Costs of support activities are part of the Unit Costs for Tasks 01 through 06 in the Program Manager's Cost Proposal.

- **Task Liquidated Damages.** There are no Liquidated Damages associated to Task 01 through Task 08 Support Activities.

- **Task Target Timeframes.** Subtasks have Target Timeframes as shown below.

Subtasks	Definition of Completion	Target Timeframe
Response to Applicant Requests and Inquiries	The Program Manager responds to requests and inquiries from citizens/applicants.	**1 business day** from initial contact.
Program-Based Reconsiderations	The Program Manager notifies determinations on Program-Based Reconsiderations submitted by applicants.	**15 calendar days** from the date the Program-Based Reconsideration is received.

Subtasks	Definition of Completion	Target Timeframe
Administrative Reviews	The Program Manager responds to requests for data or documentation from PRDOH related to the evaluation of Administrative Reviews.	**3 calendar days** from the date that data and documentation is requested by PRDOH.

TASK 01: RENEWABLE ENERGY INSTALLATION COMPANY ENROLLMENT

- **General Description.** The Program Manager will be responsible for evaluating, and approving or denying, Renewable Energy Installation Companies for the Program(s). The Program Manager shall answer general and specific questions from Renewable Energy Installation Companies about the Program and their enrollment in it.

- **Task Completion and Billing.** This task shall be considered complete and billable when the PRDOH makes a final determination on the Renewable Energy Installation Company Submittal and the company is notified of the approval or denial determination.

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- **Task Liquidated Damages.** There are no Liquidated Damages associated to Task 01.

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- **Task Target Timeframes.** The Program Manager shall aim to complete its evaluation and submit a recommendation to PRDOH on Renewable Energy Installation Company Submittals within **five (5) calendar days** of the Submittal being received.

TASK 02: IN PERSON APPLICATION INTAKE

- **General Description.** The Program Manager will make staff available to citizens that lack the prowess or means for the submission of electronic applications these applicants to assist them in submitting their Program(s) application. The Program Manager shall keep all Regional Intake Centers staffed with, at minimum, two (2) Case Manager to assure staff availability to undertake Task 02 and other Tasks. The Program Manager will assign additional staff to Regional Intake Centers to meet expected and ongoing periods of high demand (e.g. during the ticket distribution stage of a Program Round). The Program Manager will make property site visits for intake to persons that are unable to leave their homes for justifiable reason.

- **Task Completion and Billing.** This task shall be considered complete and billable when PRDOH's Grant Management System logs the submission of an application by a user of the Program Manager (i.e. not a self-submitted application).

- **Task Liquidated Damages.** There are no Liquidated Damages associated to Task 02.

- **Task Target Timeframes.** Subtasks have Target Timeframes as shown below.

Subtasks	Definition of Completion	Target Timeframe
Ticket Holders Follow-up	The Program Manager follows-up with ticket holders of a Program Round that have not submitted an application for assistance.	Follow up every **15 calendar days** until the applicant submits their application.

Subtasks	Definition of Completion	Target Timeframe
In-Person Meetings Coordination	The Program Managers receives a request for assistance and, at minimum, coordinates a date, time, and venue to provide the required assistance.	**1 business day** from initial contact

TASK 03 ELIGIBILITY REVIEW AND INCENTIVE AWARD DETERMINATION

- **General Description.** The Program Manager will be responsible for the evaluation of household eligibility (income, ownership, primary residence, etc.), performing a duplication of benefits analysis, and evaluating project eligibility for applications. Additionally, the Program Manager will be responsible for making award determinations following the Program(s)' policies and procedures. Once applicant and project eligibility, duplication of benefits, and environmental reviews (see Task 04) are complete, the Program Manager will submit application packages to PRDOH for approval prior to notifying applicants. Potential applicants for the Program(s) will result from an open application process or from a pre-identified list or referral.

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- **Task Completion and Billing.** This task shall be considered complete and billable when the Program Manager sends an Eligibility and Award Reservation Notice or an Ineligibility Determination Notice to the applicant.

- **Task Liquidated Damages.** The task will be subject to Liquidated Damages if an Eligibility and Award Reservation Notice or Ineligibility Determination Notice is not sent to the applicant within **ninety (90) calendar days** of the application submission date.

- **Task Target Timeframes.** The task has a target completion timeframe of **sixty (60) calendar days** from application submission date. This includes completion of the Environmental Review Record (Task 04) for execution of the award. Additionally, subtasks have Target Timeframes as shown below.

Subtasks	Definition of Completion	Target Timeframe
Intake Review	The application is reviewed and confirmed to include all data and documentation required by the Program's policies and procedures. The Case Manager certifies the 'complete' state of the application. **OR** The application is reviewed, missing and required data and/or documentation is identified, and a Required Documents Notification is sent to the Applicant.	**3 calendar days** from the application being received by the Program.

Subtasks	Definition of Completion	Target Timeframe
Household Eligibility Review	The Case Manager completes the review of the following eligibility criteria with a pass result: (1) citizenship, (2) NFIP requirements, (3) conflict of interest, (4) ownership / proprietary interest, (5) primary residence, (6) property type, (7) income, and (8) unmet need. **OR** The Case Manager completes the review of with at least one of the aforementioned eligibility criterions having a fail result.	**7 calendar days** from the intake review of the application being complete.
Duplication of Benefits Review	The Case Manager completes the duplication of benefits analysis for the application. This includes the review of documentation submitted by the Applicant and interviews to clarify and obtain information from the applicant. It includes the verification of insurance and other benefits received by the applicant, if any. It also includes the verification of any offsets to the benefits received by the applicant.	**7 calendar days** from the intake review of the application being complete.
Project Eligibility Review	The Monitor completes the review of the System documentation submitted with the application, finds the system to be preliminarily eligible, and performs the calculation of the award to be offered to the Program. **OR** The Monitor completes the review of the System documentation submitted with the application, finds unacceptable variations, and notifies the applicant of the corrections required to complete the application's review.	**7 calendar days** from the intake review of the application being complete.
Case Manager Submission of the Eligibility Determination	The Case Manager submits the eligibility determinations for the application for the review of the Team Lead.	**3 calendar days** from the Environmental Review Record for the application having been approved by PRDOH's Certifying Officer.
Team Lead Eligibility	The Team Lead completes their review of the eligibility determinations submitted by the Case Manager.	**3 calendar days** from the date the Case Manager submits eligibility determination for review.
Eligibility Determinations and Award	The Case Manager notifies the eligibility determination to the applicant once the determination is deemed approved.	**3 calendar days** from the date the eligibility determination for the application is deemed approved.

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TASK 04 ENVIRONMENTAL REVIEW

- **General Description.** The Program Manager will be responsible for obtaining environmental clearance of eligible projects funded by the Program(s).

- **Task Completion and Billing.** This task shall be considered complete and billable when PRDOH's Certifying Officer executes the Site-Specific Tier 2 Environmental Review Record for the application.

- **Task Liquidated Damages.** The task will be subject to Liquidated Damages if the Site-Specific Environmental Review Record is not submitted for PRDOH review and approval within **ninety (90) calendar days** of the application submission date.

- **Task Target Timeframes.** The task has a target completion timeframe of **(i) twenty-four (24) calendar days** if the Participating Property is not in a floodplain and did not require consultation with the SHPO; **(ii) thirty (30) calendar days** if the Participating Property is located within a floodplain (thereby requiring an appraisal) and did not require consultation with the SHPO; and **(iii) sixty (60) calendar days** if the application required consultation with the SHPO. All timeframes are measured from the application submission date. Additionally, subtasks have Target Timeframes as shown below.

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Subtasks	Definition of Completion	Target Timeframe
Request Environmental Review	The Case Manager requests the environmental review for the application.	**3 calendar days** from the application having satisfactorily met the Household Eligibility Criteria.
Environmental Desktop Review	The Environmental Specialist completes a desktop review of the application and determines, at minimum, the property's year built, the property's historical potential, and flood zones. In preparation for the Environmental Review Record.	**3 calendar days** from the application being received by the Program.
Environmental Site Visit	The Environmental Specialist visits and inspects the applicant's property. The Environmental Specialist completes a Field Observation Report on the site visit.	**7 calendar days** from the environmental desktop review having been complete.
Environmental Record Development	The Environmental Specialist completes the Site-Specific Tier 2 Environmental Review Record for the application and submits it for quality control review of PRDOH.	**10 calendar days** from the Environmental Site Visit for applications not in flood plain and not requiring consultation with the SHPO. **14 calendar days** from the Environmental Site Visit for applications in a floodplain and not requiring consultation with the SHPO. **45 calendar days** from the Environmental Site Visit for applications requiring consultation with the SHPO.

TASK 05 SYSTEM VALIDATION MONITORING

- **General Description.** Applicants, upon completion of their System installation, will submit an Award Disbursement Claim to the Program(s). The Program Manager will be responsible for reviewing the Award Disbursement Claim, along with its associated documents, for completeness and compliance with Program(s) requirements. Upon approval of a

complete and compliant Award Disbursement Claim the Program Manager will coordinate a site visit to the applicant's home. Through the process the Program Manager will confirm the System's compliance with Programmatic requirements and calculate the payments to be disbursed in relation to the awards.

- **Task Criticality.** Time is critical to PRDOH in the System Validation Monitoring Task. The Program Manager will be recommending disbursements as part of this Task. Awards will be disbursed over two (2) payments. First payment will be recommended by the Program Manager with the approval of the Award Disbursement Claim. Second payment will be recommended by the Program Manager with the submission of the System Validation Monitoring Report. The Program(s)' success relies on prompt disbursements of awards. Underperformance in this Task will be taken into consideration by PRDOH at the time of application assignments or re-assignments.

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- **Task Completion and Billing.** This task shall be considered complete and billable when the Program Manager sends a Final System Validation Monitoring Site Visit Notice or a Failed System Validation Monitoring Site Visit Notice to the applicant. PRDOH will pay additional re-inspections in the System Validation Monitoring Process at 75% of the cost for the full System Validation Monitoring Task as long as the reason for re-inspection was outside of the Program Manager's control (e.g., issues that couldn't be identified through the review of the Award Disbursement Claim submitted by the applicant).

- **Task Liquidated Damages.** The task will be subject to Liquidated Damages if a Final System Validation Monitoring Site Visit Notice or Failed System Validation Monitoring Site Visit Notice is not sent to the applicant within **thirty (30) calendar days** of the Award Disbursement Claim for the application having been approved by the Program Manager.

- **Task Target Timeframes.** The task has a target completion timeframe of **fifteen (15) calendar days** from the Award Disbursement Claim submission date. Additionally, subtasks have Target Timeframes as shown below.

Subtasks	Definition of Completion	Target Timeframe
Applicant Follow-up on Award Disbursement Claim	Should the applicant not take action on documentation submitted by the Renewable Energy Installation Company for an Award Disbursement Claim the Program Manager shall follow-up with the applicant to get the documentation submitted to the Program(s) for processing.	Follow-up with applicant if no action is taken on the Award Disbursement Claim after **3 calendar days** of submission by the Renewable Energy Installation Company
Award Disbursement Claim Review and Results Notification	The Monitor reviews the Award Disbursement Claim documentation submitted by the applicant and sends either **(i)** an Award Disbursement Claim Approval Notice or **(ii)** a Corrections Required to Award Disbursement Claim Notice to the applicant.	**3 calendar days** from the applicant's submission of the Award Disbursement Claim.
System Validation Monitoring Site Visit and Notification	The Monitor completes the physical monitoring site visit to the applicant's property; completest the monitoring site visit report; and sends either (i) a Final System Validation Monitoring Site Visit Notice or **(ii)** a Failed System Validation Monitoring Site Visit Notice to the applicant.	**10 calendar days** from the Award Disbursement Claim Review Results having been notified.

TASK 06 INCENTIVE DISBURSEMENT AND ADMINISTRATIVE CLOSEOUT

- **General Description.** Upon the applicant's system passing its site visit, the Program Manager shall make a recommendation for disbursement of the funds reserved. After PRDOH approval and payment processing the Program Manager will proceed with the administrative closeout for the applicant.

- **Task Completion and Billing.** This task shall be considered complete and billable when the Program Manager completes the administrative closeout and sends a Final Notice to the applicant.

- **Task Liquidated Damages.** There are no Liquidated Damages associated to Task 06.

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- **Task Target Timeframes.** The task has a target completion timeframe of **twenty-one (21) calendar days** from the date of the Final System Validation Monitoring Site Visit Notice sent to the applicant as part of Task 05. Additionally, subtasks have Target Timeframes as shown below.

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Subtasks	Definition of Completion	Target Timeframe
Administrative Closeout Submission	The Case Manager completes the administrative closeout of the application and submits it for Team Lead review.	**14 calendar days** from the date of the Final System Validation Monitoring Site Visit Notification.
Team Lead Review	The Team Lead completes the review of the administrative closeout of the application.	**3 calendar days** from the date the Case Manager submits the administrative closeout.
Administrative Closeout Notification	The Case Manager notifies the administrative closeout of the application to the applicant.	**3 calendar days** from the date the administrative closeout is deemed approved.

TASK 07 PROPERTY HISTORICAL PRESERVATION CONSULTATIONS

- **General Description.** Some projects will require in depth analysis by SOI Qualified Professionals and on-site research at SHPO and the Institute of Puerto Rican Culture (**ICP**). Those specifics projects will be required to prepare a Historic Property Architectural Form that addresses the National Register of Historic Places eligibility and the impact the program actions may have on that property. This document will be reviewed by PRDOH representatives for quality and accuracy. Once the document is approved it will be sent to SHPO for their review and response.

- **Task Completion and Billing.** This task shall be considered complete and billable when a final determination on the application is received from the SHPO.

- **Task Liquidated Damages.** There are no Liquidated Damages associated to Task 07.

- **Task Target Timeframes.** The task has a target completion timeframe of **forty-five (45) calendar days** from the date that the Environmental Desktop Review for the application is complete. Additionally, subtasks have Target Timeframes as shown below.

Subtasks	Definition of Completion	Target Timeframe
Historical Preservation Specific Site Visits	The SOI Qualified Professional visits the property as part of the Environmental Review Record for the application.	Aim to perform these types of site visit alongside the general Environmental Site Visit for the application.
SHPO Consultation Package Submission	The Environmental Specialist submits SHPO Consultation Package documentation for the application to PRDOH.	**14 calendar days** from the date the Environmental Desktop Review is completed. **7 calendar days** from the date that additional information is required by SHPO
SHPO Consultation	SHPO responds to PRDOH with a final determination on the application.	The SHPO, by regulation, has **30 calendar days** to evaluate consultations.

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TASK 08 APPRAISAL OF HOME MARKET VALUE

- **General Description.** Federal regulations prohibit improvements to structures located within a floodplain that exceed 50% of its market value unless the structure is elevated two (2) feet above Based Flood Elevation (**BFE**). The installation of photovoltaic systems and battery storage systems are considered improvements to structures. For properties located within a floodplain the Program(s) will require a calculation of the Substantial Improvement Factor prior to awarding assistance. For the Program(s) to do this, appraisals of home market value will be necessary.

- **Task Completion and Billing.** This task shall be considered complete and billable when the appraisal of home market value is approved by either (i) the Program Manager's internal reviewers or (ii) PRDOH's representatives if the appraisal was selected for random review.

- **Task Liquidated Damages.** There are no Liquidated Damages associated to Task 08.

- **Task Target Timeframes.** The task has a target completion timeframe of **twenty-one (21) calendar days** from the date that the Environmental Desktop Review for the application is complete. Additionally, subtasks have Target Timeframes as shown below.

Subtasks	Definition of Completion	Target Timeframe
Appraisal Site Visit	The appraiser visits and inspects the property as part of the appraisal of home market value requirements.	Aim to perform these types of site visit alongside the general Environmental Site Visit for the application.
Appraisal Report Submission	The appraiser submits the Appraisal Report for a quality assurance and quality control review from the Environmental Specialist.	**10 calendar days** from the date the Environmental Site Visit date.

Subtasks	Definition of Completion	Target Timeframe
Appraisal Report QA/QC	The Environmental Specialist reviews the Appraisal Report.	**3 calendar days** from the date the Appraisal Report is submitted.

TASK 09 REIMBURSABLE EXPENSES: REGIONAL INTAKE CENTERS

- **General Description.** The Program(s) will require Regional Intake Centers to assure access to application submission and processing venues for citizens that lack the prowess of submitting and processing an application through the Program(s)' web-based portal or access to internet services. All proposed locations for Regional Intake Centers are subject to PRDOH's approval. The Program Manager shall submit the proposed locations, along with a budget for the period of time that the Regional Intake Center is expected to be in operation, to PRDOH through a Request for Approval (RFA). PRDOH will evaluate each RFA for appropriateness of the proposed office space and reasonableness of the costs and, if determined to be appropriate and cost reasonable for a Regional Intake Center, approve the lease of the proposed location by the Program Manager. A lease for Regional Intake Centers shall not be entered into by the Program Manager without PRDOH's approval.

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- **Task Completion and Billing.** This task shall be considered complete when PRDOH authorizes the closure of a Regional Intake Center by the Program Manager. The task is billable monthly as long as the Regional Intake Center is open to receive and assist citizens and applicants.

- **Task Liquidated Damages.** There are no Liquidated Damages associated to Task 09.

- **Task Target Timeframes.** Regional Intake Centers have a Target Timeframe for initial set-up of **twenty (20) calendar days** from PRDOH's approval of a Regional Intake Center location.

LIQUIDATED DAMAGES & PENALTIES

- **Liquidated Damages:** The Contractor shall pay to PRDOH, as liquidated damages, **$150.00** for each calendar day that a deliverable required is late until deemed in compliance, subject to a maximum of **$1,500.00** per deliverable. Said sums, in view of the difficulty of accurately ascertaining the loss which PRDOH will suffer by reason of delay in the completion of works requested, are hereby fixed and agreed as the liquidated damages that PRDOH will suffer by reason of such delay. Liquidated damages received are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the PRDOH's right to indemnification, or the Contractor's obligation to indemnify the PRDOH, or to any other remedy provided for as a provision of the contract or law. Liquidated damages may be assessed at the sole discretion of PRDOH. For the purpose of applying and calculating such liquidated damages, a grace period of ten (10) days shall be observed, and the schedule may be extended by any additional time or delays outside the control of the Contractor caused by act of omission of the PRDOH, HUD, or any of their representatives. The PRDOH may deduct and retain out of the monies which may become due to the Contractor, the amount of any such liquidated damages; and in case the amount which may become due is less than the amount of liquidated damages due to the PRDOH, the Contractor shall be liable to pay the difference.

GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

Attachment E

Insurance Requirements
Request for Proposal
Program Management Services
Home Energy and Water Resilience Installation and Incentive Sub-Programs
Community Energy and Water Resilience Installation Program
Community Development Block Grant -Disaster Recovery
Community Development Block Grant – Mitigation
Puerto Rico Department of Housing

SPECIAL INSURANCE AND BONDING SPECIFICATIONS
FOR PROFESSIONAL SERVICES

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LICITATION NUMBER: CDBG-MIT-RFP-2022-01

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

1. **(X) <u>State Insurance Fund Workers' Compensation Insurance Policy</u>**

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

2. **(X) <u>Commercial General Liability (Special Form) including the following insurance coverage</u>**

COVERAGE	LIMIT
I. Commercial General Liability:	
• Each Occurrence	$2,000,000
• General Aggregate	$2,000,000
• Products & Complete Operations	$2,000,000
• Personal Injury & Advertising	$2,000,000
• Fire Damage	$500,000 (Any one Fire)
• Medical Expense	$10,000 (Any one person)
II. Employer's Liability Stop Gap:	
• Bodily Injury by Accident Each Employee Each Accident	 $2,000,000 $2,000,000
• Bodily Injury by Disease	

Insurance Requirements
Request for Proposal
Program Management Services
Home Energy and Water Resilience Installation and Incentive Sub-Programs
Community Energy and Water Resilience Installation Program
Community Development Block Grant -Disaster Recovery
Community Development Block Grant – Mitigation
Puerto Rico Department of Housing

COVERAGE	LIMIT
Each Employee	$2,000,000
Each Accident	$2,000,000

3. **(X) <u>Comprehensive Automobile Liability Form including the following insurance coverages</u>**

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

4. **(X) <u>Professional Liability or Errors & Omissions Policy</u>**

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

(X) A.1 Description of work to be done
(X) A.2 Limit:
(X) each occurrence $5,000,000
(X) Aggregate $5,000,000
(X) Deductible $ 5,000

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

5. **(X) <u>Cyber Liability</u>**

Limit - $5,000,000

6. **(X)** **Umbrella**

   Limit - $10,000,000

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

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

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

B. 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:

- Certificate of Authority in the name of the Insurer issued by the Insurance Commissioner.
- Power of attorney, issued by the Insurer, in the name of its attorney-in-fact.
- 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, band 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.

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C. 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 ***PRDOH*** 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 Contract Division of the ***PRDOH***: Discuss any refund of unearned premium.

6. Follow all Federal Bail and Acceptance Insurance Regulations, when applicable.

7. Indicate in the appropriate place of all insurance policies and/or bonds, the full description of the project, work or service to be rendered.

8. Not to make any amendments to insurance policies and bonds issued under the special conditions mentioned above, unless approved by the Insurance Section of the ***PRDOH**.

9. To ensure that all insurance policies or bonds are issued to comply with all of our special insurance conditions with respect to the period of coverage, type of risk coverage, as well as all limits, as specified, and also to eliminate those exclusions in accordance with our request.

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

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D. 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, prior to commencing work or receiving written notice to proceed with such work, the successful prime contractor has the responsibility to provide the ***PRDOH** with all the certifications of insurance and/or bonds required under the special conditions approved by the Insurance Section of the ***PRDOH.**

All insurance policies shall remain in effect for the entire contractual period.
In case of 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 bond and to submit evidence by appropriate endorsements with effective dates. Cancellations without consent are not accepted.

The ***PRDOH** 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.

E. CONFLICT OR DIFFERENCE BETWEEN THE SPECIFICATIONS OF THE TENDERING, PROCEDURE AND SPECIAL INSURANCE CONDITIONS AND BONDS

In the event of any conflict or difference in the description of coverage or amount or limits, etc., with respect to insurance requirements, the "*Special Conditions of Insurance and Bonds*" as set forth in this Insurance Requirements shall prevail over any other insurance specifications.

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PRDOH reserves the right to modify any Insurance Requirements at any time, in accordance with the Program's needs.

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F. CERTIFICATE OF CONTRACT DIVISION

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:

Program Management Services
Professional Services for

Home Energy and Water Resilience Installation and Incentive Sub-Programs
Community Energy and Water Resilience Installation Program

April 28, 2022
Date

Sonia Damaris Rodriguez
Sonia Damaris Rodriguez
Insurance Specialist
CDBG-DR Program

GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

ATTACHMENT F

HUD GENERAL PROVISIONS

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

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

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

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

3. BREACH OF CONTRACT TERMS

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

4. REPORTING REQUIREMENTS

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

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5. ACCESS TO RECORDS

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

6. MAINTENANCE/RETENTION OF RECORDS

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

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

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

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

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

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

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8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

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

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

that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

11. SECTION 504 OF THE REHABILITATION ACT OF 1973

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

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

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12. AGE DISCRIMINATION ACT OF 1975

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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 24 C.F.R. §578.95; 24 C.F.R. §570.489(g) and (h); and 24 C.F.R. §570.611, if applicable). The CONTRACTOR shall explain the actual or potential conflict in writing in sufficient detail so that the PRDOH is able to assess such actual or potential conflict. The CONTRACTOR shall provide the PRDOH any additional information necessary to fully assess and address such actual or potential conflict of interest. The CONTRACTOR shall accept any reasonable conflict mitigation strategy employed by the PRDOH, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

15. SUBCONTRACTING

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

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

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

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

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)

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The CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

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

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. §§ 3141, *et seq.*) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

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

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

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

If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his or her obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the PRDOH shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONTRACTOR under this Agreement shall, at the option of the PRDOH, become the PRDOH's property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the Government of Puerto Rico and PRDOH for damages sustained by the Government of Puerto Rico and/or PRDOH by virtue of any breach of the Agreement by the CONTRACTOR, and the Government of Puerto Rico and/or PRDOH may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the Government of Puerto Rico and/or PRDOH from the CONTRACTOR is determined.

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

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

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.

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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.

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24. EQUAL EMPLOYMENT OPPORTUNITY
(Applicable to construction contracts and subcontracts exceeding $10,000)

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

During the performance of this 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 Exec. Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

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6) The CONTRACTOR will furnish all information and reports required by Exec. Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

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7) In the event of the CONTRACTOR's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Exec. Order No. 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.

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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)

CLEAN AIR ACT

1)--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.*

2)--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.

3)--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.

WATER POLLUTION CONTROL ACT

1)--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.*

2)--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.

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3)--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.

The CONTRACTOR and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 7401 *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 5 C.F.R. Part 919 Subpart E and 24 C.F.R. Part 58 as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

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

1) A stipulation by the CONTRACTOR or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. Part 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (**EPA**) pursuant to 24 C.F.R. Part 58, 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. § 7414) 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.

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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 of Lobbying Activities", in accordance with its instructions.

3) The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

28. BONDING REQUIREMENTS
(Applicable to construction and facility improvement contracts exceeding $100,000)

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

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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 the 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 the 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 75 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 75 regulations.

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

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4) The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75, 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 75. 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 75.

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 75 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 C.F.R. Part 75.

6) Noncompliance with HUD's regulations in 24 C.F.R. Part 75 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 (46 U.S.C. § 5307) 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

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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 76-252, 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

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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.

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

39. INTEREST OF CERTAIN FEDERAL OFFICERS

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

40. INTEREST OF CONTRACTOR

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

41. POLITICAL ACTIVITY

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

42. RELIGIOUS ACTIVITY

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

43. FLOOD DISASTER PROTECTION ACT OF 1973

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

44. LEAD BASED PAINT

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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.

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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).

46. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT (URA)

Every project funded in part or in full by Community Development Block Grant – Disaster Recovery (CDBG-DR) funds, and all activities related to that project, are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, 42 U.S.C. § 4601 et seq., and section 104(d) of the Housing and Community Development Act of 1992, as amended (HCDA), 42 U.S.C. § 5304(d), except where waivers or alternative requirements have been provided by the U.S. Department of Housing and Urban Development (HUD). The implementing regulations for URA are at 49 C.F.R. Part 24, and the regulations for section 104(d) are at 24 C.F.R. Part 42, subpart C. Additionally, HUD has established regulations specific to CDBG-funded housing activities at 24 C.F.R. § 570.606. PRDOH has also established the Uniform Relocation Assistance Guide & Residential Anti-Displacement and Relocation Assistance Plan (URA & ADP Guide) which provides guidance and requirements regarding URA compliance and minimizing displacement that are applicable to all CDBG-DR programs. The primary purpose of these laws and regulations is to provide uniform, fair, and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects.

When CDBG-DR funds are planned, intended, or used for any activity or phase of a project and the phases are interdependent, URA applies to that activity or project. This includes any property acquisition, even if CDBG-DR funds are not used to fund the purchase, if the contract to acquire property is executed with the intention of seeking CDBG-DR funds to complete the project or an interdependent phase of the project. Contractors are responsible for ensuring URA compliance throughout the design, proposal, and implementation of any project that includes real property acquisition or displacement of residential or business occupants.

47. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (OSH ACT)

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The CONTRACTOR shall comply with the Occupational Safety and Health Act of 1970 (OSH Act) as supplemented by the Department of Labor regulations. This Act created the Occupational Safety and Health Administration (OSHA). OSHA sets and enforces protective standards of safety and health in the workplace. Under the OSH Act, employers have a responsibility to provide a safe workplace.

Employers must comply with the 29 CFR 1910 General Obligations Clause of the OSH Act. This clause requires employers to maintain their workplaces free from serious recognized hazards. This includes the adoption of safety and health guidelines and the subsequent training of the employer's workforce in these.

CONTRACTORS whose Scope of Work includes construction activities must comply with the General Clauses, and also with provisions of 29 CFR 1926 "Construction Health and Safety Regulations". It shall be a condition of any contract for construction, alteration and/or repair, including painting and decorating, that no contractor or subcontractor for any part of the contract work shall require any worker or mechanic employed in the performance of the contract to work in an environment or in unhealthy, hazardous or dangerous working conditions to their health or safety.

48. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The Federal Funding Accountability and Transparency Act of 2006 (**FFATA**), as amended, was signed with the intent of reducing wasteful government spending and providing citizens with the ability to hold the government accountable for spending decisions. 2 C.F.R. § Part 170 outlines the requirements of recipients' in reporting information on subawards and executive total compensation under FFATA legislation. Any non-Federal entity that receives or administers Federal financial assistance in the form of grants, loans, loan guarantees, subsidies, insurance, food commodities, direct appropriations, assessed and voluntary contributions; and/or other financial assistance transactions that authorize the non-Federal entities' expenditure of Federal fund, is subject to these requirements.

Prime contract awardees and prime grant awardees are required to report against subcontracts and subgrants awarded in the FFATA Subaward Reporting System (FSRS), the reporting tool for Federal prime awardees. This information reported will then be displayed on a public and searchable website: www.USASpending.gov.

33. PROCUREMENT

The Uniform Guidance procurement requirements (2 C.F.R. § Part 200, Subpart D) went into effect on July 1, 2018. These requirements are applicable to CDBG-DR funded projects, or as provided by 83 Federal Register 5844 VI A(1)(b)(2) permits a state grantee to elect to follow its own procurement policy. These policies and procedures ensure that Federal dollars are spent fairly and encourage open competition at the best level of service and price.

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34. CHANGE ORDERS TO CONTRACTS

Change orders are issued when the initial agreed-upon pricing or work to be completed requires modification. First, the CONTRACTOR must complete a Change Order Request Form. This form and supporting documentation must be delivered to the PRDOH for review. Each change order must have a cost analysis. Once the Project Manager approves the change order, it is returned to the contractor for execution. Change orders are only invoiced on the final draw and categorized as "change orders." The amount listed on the invoice must match the previously approved amount and must be cost-reasonable. The PRDOH is responsible for verifying cost reasonableness. Verification documentation for cost reasonableness becomes an attachment to the change order.

45. LIMITED ENGLISH PROFICIENCY

Executive Order No. 13166, signed on August 11, 2000, requires programs, subrecipients, contractors, subcontractors, and/or developers funded in whole or in part with CDBG-DR financial assistance to ensure fair and meaningful access to programs and services for families and individuals with Limited English Proficiency (**LEP**) and/or deaf/hard of hearing. Fair access is ensured through the implementation of a Language Assistance Plan (**LAP**), which includes non-English-based outreach, translation services of vital documents, free language assistance services, and staff training. Vital documents are defined as depending on the importance of the program, information, encounter, or service involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.

46. PERSONALLY IDENTIFIABLE INFORMATION

In accordance with 2 C.F.R. § 200.303, regarding internal controls of a non-Federal entity, a grantee must guarantee the protection of all Personally Identifiable Information (PII) obtained. The program will enact necessary measures to ensure PII of all applicants is safeguarded as to avoid release of private information. If a contractor or employee should experience any loss or potential loss of PII, the program shall be notified immediately of the breach or potential breach.

51. PROCUREMENT OF RECOVERED MATERIALS

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A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (**EPA**) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

END OF DOCUMENT

GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

ATTACHMENT G

APPENDIX C

CONTRACTOR CERTIFICATION
FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO
CONTRACTS REVIEW POLICY

ICF INCORPORATED, LLC

The following is hereby certified to the Oversight Board regarding the request for authorization for the **Program Management Services related to CEWRI HH and CEWRI DR** contract by and between the **Puerto Rico Department of Housing** and **ICF Incorporated, LLC**:

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1. The expected subcontractor(s) in connection with the proposed contract[1] is (are) the following:

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- **RAC Title Search, Inc.**
  Principal Owner: Ramon Chavez

  Principal Terms and Conditions: Please see the enclosed subcontract agreement terms and conditions. Additional terms will be flowed down to the subcontractor upon ICF's receipt of our contract from PRDOH.

  Role of Subcontractor: Assistance with Proprietary Interest Determination on applicant properties, supplemental notary services if necessary, and appraisal work.

  Amount of contract payment to subcontractor: TBD

- **Stantec Consulting Puerto Rico, LLP**
  Andrew W. Burnett, AIA; Secretary (50% owner)
  Ramon Castella, P.E.; President (50% owner)
  Stantec Inc. maintains control over the relevant activities of Stantec Consulting Puerto Rico LLP by means of contractual arrangements.

  Principal Terms and Conditions: Please see the enclosed subcontract agreement terms and conditions. Additional terms will be flowed down to the subcontractor upon ICF's receipt of our contract from PRDOH.

  Role of Subcontractor: PPV/BBS Subject Matter Expertise and PPV/BBS installation monitoring services.

  Amount of contract payment to subcontractor: TBD

2. Neither the contractor nor any of its owners[2], partners, directors, officials, or employees, has agreed to share or give a percentage of the contractor's compensation under the

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

contract to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract, except as follows:

N/A

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

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

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

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

I hereby certify under penalty of perjury that the foregoing is complete, true, and correct on this 15 day of February of 2023.

Dorothy A. Shields
Signature

February 15, 2023
Date

Dorothy A. Shields
Printed Name

Senior Director, Contracts
Position

GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

ATTACHMENT H
NON-CONFLICT OF INTEREST CERTIFICATION

ICF INCORPORATED, LLC

The CONTRACTOR certifies that:

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1. No public servant of this executive agency has a pecuniary interest in this contract, subrecipient agreement, purchase, or commercial transaction.

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2. No public servant of this executive agency has requested me or accepted from me, directly or indirectly, for him (her), for any member of his family unit or for any person, gifts, bonuses, favors, services, donations, loans or anything else of monetary value.

3. No public servant (s) requested or accepted any good of economic value, linked to this transaction, from any person of my entity as payment for performing the duties and responsibilities of their employment.

4. No public servant has requested from me, directly or indirectly, for him (her), for any member of his or her family unit, or for any other person, business, or entity, something 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.

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

Dorothy A. Shields
Signature

February 15, 2023
Date

Dorothy A. Shields
Printed Name

Senior Director, Contracts
Position

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Mar 3, 2023 17:18 AST)

Dorothy A. Shields
Dorothy A. Shields (Mar 3, 2023 16:12 EST)

ICF Agreement Part 1 of 2

Final Audit Report 2023-03-03

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By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
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"ICF Agreement Part 1 of 2" History

Document created by Radames Comas Segarra (rcomas@vivienda.pr.gov)
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Signer w.rodriguez@vivienda.pr.gov entered name at signing as William O. Rodríguez Rodríguez
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ICF Agreement Part 2 of 2

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