

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

AGREEMENT FOR

PROGRAM MANAGEMENT SERVICES FOR THE COMMUNITY ENERGY AND WATER RDOWN RESILIENCE INSTALLATIONS – HOUSEHOLD (CEWRI-HH) AND THE COMMUNITY ENERGY ISTERED AND WATER RESILIENCE INSTALLATIONS PROGRAM (CEWRI)

PUERTO RICO DEPARTMENT OF HOUSING
AND

IEM INTERNATIONAL, INC.

KK



This AGREEMENT FOR PROGRAM MANAGEMENT SERVICES (Agreement or Contract) is entered into in San Juan, Puerto Rico, this $\frac{2}{2}$ of August , 2024, 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 Guaynabo, Puerto Rico, in his capacity as Secretary; and IEM INTERNATIONAL, INC. (CONTRACTOR), with principal offices 2801 Slater Road, Suite 200, Morrisville North Carolina, herein represented by Keith Reynolds, in his capacity as Manager of Contract Administration, of legal age, single, and resident of Baton Rouge, Louisiana, duly authorized by Corporate Resolution issued on January 16, 2024.

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.

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, Public Law 115-123 requires HUD to allocate \$2 billion of CDBG-DR funds for the U.S. Virgin Islands and Puerto Rico to provide enhanced or improved electrical power systems in response to Hurricane María. First and Second Amendments to Grant Agreement between HUD and the Government of Puerto Rico prohibited the use of CDBG-DR funds for activities to enhance or improve electric power systems until after HUD published the Federal Register notice governing the use of these \$2 billion.

WHEREAS, on June 22, 2021, HUD published Federal Register Vol. 86, No. 117 (June 22, 2021), 86 FR 32681, which governs the use of the \$2 billion CDBG–DR allocation for enhanced or improved electrical power systems in Puerto Rico and the U.S. Virgin Islands. Of those \$2 billion, \$1,932,347,000 was allocated to Puerto Rico to enhance the Puerto Rico electrical power system.

WHEREAS, based on this assessment, HUD notified Puerto Rico via 86 FR 32681 that for this allocation, all areas of the Island are considered most impacted and distressed.

WHEREAS, the PRDOH is the grantee for the CDBG-DR and CDBG-MIT funds; as such, it serves as the entity responsible for administering the funds in compliance with applicable regulations and timeframes.

WHEREAS, the PRDOH is interested in contracting Program Management Services to assist PRDOH with the implementation and administration of the Home Energy Resilience Installations (HERI) and the Incentive Program (IP) Subprograms of the Community Energy and Water Resilience Installations Program (CEWRI) (collectively referred to as (CEWRI-HH or CEWRI-HH Program) of CDBG-MIT. This firm will support PRDOH's objectives of ensuring compliance with all CDBG-DR, HUD, and applicable federal and local requirements, rules





and regulations, as well as in PRDOH's objectives of the Action Plan, as amended, and adequately coordinating and monitoring all CDBG-DR/MIT related activities.

WHEREAS, on August 29, 2023, the PRDOH issued a Request for Proposal for "Program Management Services" with CDBG-DR/MIT funds. This request was placed through the "Registro Unico de Subastas del Gobierno" (**RUS**, for its Spanish acronym) and the CDBG-DR Program website. Through this procurement process, PRDOH received eight (**8**) electronically submitted proposals. The proposals were evaluated by an Evaluation Committee appointed pursuant to Administrative Order No. 23-63 dated October 18, 2023. The Evaluation committee evaluated the Proposals based on the criteria stated in the RFP-2023-05.





WHEREAS, on October 10, 2023, the CONTRACTOR submitted a proposal which fully complied with the requirements set forth by the PRDOH.

WHEREAS, the PRDOH desires to enter into an Agreement with IEM INTERNATIONAL, INC. 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 **Attachment C** (Compensation Schedule) and as the services are rendered. Any and all changes and/or modifications to this Agreement shall be in writing and must be signed by both Parties.

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

Attachment A Proposal

Attachment B Scope of Services

Attachment C Compensation Schedule
Attachment D Performance Requirements
Attachment E Insurance Requirements
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 $\frac{\text{August}}{\text{August}}$, $\frac{1}{\text{August}}$, 20^{27} .

- **B.** Contract Extensions: PRDOH may, at its sole discretion, extend the Agreement's term for an additional term of twenty-four (24) months, or expressed in days, seven hundred and thirty (730) 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** (Scope of Work) 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** (Compensation Schedule) 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-FOUR MILLION FOUR HUNDRED EIGHTY-FIVE THOUSAND SIX HUNDRED FOURTEEN DOLLARS AND EIGHTY CENTS (\$24,485,614.80); Account Number: mitm11cewdohhilm 4190-13-000; mitm11cewdohhilm 6090-61-000; mitm11cewdohhilm 6090-60-000; mitm11cewdohhilm 6090-61-000; r02h14her-doh-lm 6090-60-000; r02h14her-doh-lm 6090-61-000.
- C. Such payment shall be compensation for all allowable services required, performed, and accepted under this Agreement included in Attachment B (Scope of Services), Attachment C (Compensation Schedule), and Attachment D (Performance Requirements).
- **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 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."

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.



The CONTRACTOR expressly acknowledges and agrees that all proprietary materials prepared under this Agreement shall be considered "Work Made for Hire" as defined under the Copyright Act, as amended, 17 U.S.C. § 10, and shall be the exclusive property of PRDOH. These materials shall include, but shall not be limited to, any and all deliverables resulting from the Services or contemplated by the Agreement, all tangible results and proceeds of the Services, works in progress, records, diagrams, notes, drawings, specifications, schematics, documents, designs, improvements, inventions, discoveries, developments, trademarks, trade secrets, customer lists, codes, computer programs, databases, software, programs, middleware, applications, and solutions conceived, created, or discovered by the CONTRACTOR, whether independently or collaboratively, during the Services.

The CONTRACTOR commits to diligently safeguarding all proprietary materials, indemnifying PRDOH for any fault or negligence on its part. Additionally, the CONTRACTOR pledges to cooperate with PRDOH in any claim they may have against a third party for the use of any proprietary materials.

The CONTRACTOR agrees that, if the Images contain sensitive or confidential information, they shall not use these Images in their portfolio or for any other purpose that may compromise the confidentiality of the information. The CONTRACTOR acknowledges and respects the need to maintain the confidentiality of such content and refrain from using it in any manner that could disclose or compromise this confidentiality.

IX.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.

- **B.** Access to Records: The CONTRACTOR shall permit the PRDOH and auditors to have access to the CONTRACTOR's records and financial statements as necessary for the PRDOH to meet its audit requirements under the Federal award.
- C. Record Retention and Transmission of Records to the PRDOH: Prior to the 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/MIT Personal Identifiable Information Policy, as found in the CDBG-DR/MIT Website (https://recuperacion.pr.gov/welcome/index.html), which is herein included and made an integral part of this Agreement, as it may be updated from time to time.

X. 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 representatives 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.

XI. NON-DISCLOSURE AND CONFIDENTIALITY

- A. Confidential Information; Definition: The term Confidential Information as used throughout this Section, means any information concerning PRDOH operations and that of its CONTRACTOR (e.g., the projects, computer processing systems, object and source codes and other PRDOH business and financial affairs). The term Confidential Information shall also deem to include all notes, analysis, compilation, studies and interpretation or other documents prepared by CONTRACTOR, its agents or representatives, in connection with PRDOH operations.
- B. Non-Disclosure: CONTRACTOR agrees to take all reasonable steps or measures to keep confidential all Confidential Information and will not, at any time, present or future, without PRDOH express written authorization, signed by the Secretary of the PRDOH, use or sell, market or disclose any Confidential Information to any third party, contractor, corporation, or association for any purpose whatsoever. CONTRACTOR further agrees that, except as they relate to the normal course of the service, the CONTRACTOR will not make copies of the Confidential Information except upon





PRDOH express written authorization, signed by an authorized representative of PRDOH, and will not remove any copy or sample of Confidential Information without prior written authorization from PRDOH. CONTRACTOR retains the right to control its work papers subject to these confidentiality provisions.

- **C. Return Documents**: Upon receipt of written request from the PRDOH, CONTRACTOR will return to PRDOH all copies or samples of Confidential Information which, at the time of the notice are in CONTRACTOR's or its agent's possession. CONTRACTOR reserves the right to retain a set of its work papers.
- D. Equitable Relief: The CONTRACTOR acknowledges and agrees that a breach of the provision of subparagraph B and C of this Section 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.

XII. 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.

XIII. 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/MIT Program by virtue of any breach of the Agreement by the CONTRACTOR. The PRDOH may withhold any payments to the CONTRACTOR, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the PRDOH by the CONTRACTOR. PRDOH shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.

- B. Termination for Convenience: The PRDOH may terminate this Agreement, in whole or in part, whenever the PRDOH determines that such termination is necessary or convenient to the Agency. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a thirty (30) 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 reimbursement, all funds from the day such unilateral abandonment took place. 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,





Between the PRDOF

or opinion, issued by any federal or loc or any governmental agency, in co performance by the CONTRACTOR o Agreement has been noncompliant, warranties, covenants, or the cei noncompliance, breach or inaccurac this Agreement, the PRDOH shall have Agreement notwithstanding, any prov

hority, a court of applicable jurisdiction, :tion with the execution, delivery, and Agreement or the CONTRACTOR of this ach, inaccuracy of any representation, ations provided herein, whether the es place before or after the execution of right to the immediate termination of this ns to the contrary herein. This Section will apply in the event of any judgment the nay obligate the PRDOH to terminate the Agreement pursuant to Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico.



G. Period of Transition: Upon termination of this Agreement, and for ninety (90) consecutive calendar days thereafter (the Transition Period), CONTRACTOR agrees to make himself available to assist the PRDOH with the transition of services assigned to CONTRACTOR by 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.

PENALTIES AND LIQUIDATED DAMAGES XIV.

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 (Scope of Work) and Attachment D (Performance Requirements) 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, CDBG-DR/MIT Subsection 2.4.1(a), as found in the (https://recuperacion.pr.gov/welcome/index.html) 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
 - iii. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. part 180.
 - iv. Withhold further Federal awards for the project or program.
 - v. Take other remedies that may be legally available.

B. Liquidated damages

The CONTRACTOR shall pay to PRDOH, as liquidated damages, ONE HUNDRED AND 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 (Scope of Work) and Attachment D (Performance Requirements). 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) business days shall be observed. The PRDOH may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages due to the PRDOH per the formula above, the CONTRACTOR shall be liable to pay the difference.

XV. 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.

XVI. 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** (Insurance Requirements). 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** (Insurance Requirements) and any other evidence PRDOH may request as to the policies' full force and effect.

Any deductible amount, under any of the policies, will be assumed in whole by the CONTRACTOR for any and all losses, claims, expenses, suits, damages, costs, demands or





liabilities, joint and several of whatever kind and nature arising from the Agreement resulting from this solicitation by and between the CONTRACTOR and PRDOH.

The PRDOH shall not be held responsible under any circumstances for payments of any nature regarding deductibles of any Commercial Liability Policies for the aforementioned Agreement.

B. Endorsements

Each insurance policy maintained by the CONTRACTOR must be endorsed as follows:

- KK
- WORR WORR
- 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 PROOH 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.

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.

KR



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.

XVII. 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.

XVIII. 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 party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date.

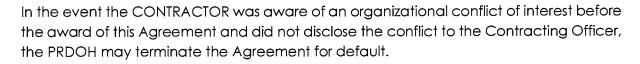
The CONTRACTOR shall notify the PRDOH in writing as soon as possible, but in any event within **ten** (10) business days of the occurrence of the Force Majeure event and describe in reasonable detail the nature of the Force Majeure event, how the non-performance or delay relates to or arises from the Force Majeure event, its anticipated duration and any action taken to minimize its effect. The CONTRACTOR may be entitled to reasonable adjustments in schedules, among other measures, in the foregoing circumstances. If non-performance continues for more than **thirty** (30) days, without reasonable justification, the PRDOH may terminate this Agreement immediately upon written notification to the CONTRACTOR.

XIX. 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.



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.

XX. 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.

XXI. NOTICES





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

To: PRDOH

William O. Rodríguez Rodríguez, Esq.

Secretary

Puerto Rico Department of Housing

606 Barbosa Ave.

Juan C. Cordero Dávila Bldg.

San Juan, PR 00918

To: CONTRACTOR

Keith Reynolds

Manager of Contract Administration

IEM International, Inc. 2801 Slater Road, Suite 200

Morrisville, NC 27560

XXII. 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.

XXIII. 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:
 - 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: Within three (3) business days of its execution, the CONTRACTOR shall notify the Contract Administration Area of the PRDOH CDBG-DR/MIT Legal Division and provide a copy of all subcontracts related to this Agreement and CDBG-DR/MIT funds, as well as any other subcontracts listed in Attachment G (Contractor Certification Requirement). The CONTRACTOR is in charge of obtaining all certifications from the subcontractors listed in Article XXIV of this Agreement that are required for technical, professional, or consulting services, as well as submitting them with the copy of the subcontract and adhering to all other requirements set forth in Circular Letter 1300-16-16 from the Puerto Rico Department of Treasury. Technical, professional, or consulting services that are employed to carry out the terms of this Agreement are referred to as subcontractors for the purposes of this article if they spend at least 25% of their time on it.

XXIV. 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 Act No. 173: The CONTRACTOR hereby certifies that in signing this Agreement it is in compliance with Act No. 173 of August 12, 1988, as amended, known as the "Board of Examiners of Engineers, Architects, Surveyors, and Landscape Architects of Puerto Rico Act", 20 LPRA §§ 711-711z to exercise the profession of engineering, architecture, surveying or landscaping architecture in Puerto Rico, is registered in the official Register of the Board, and is an active member of the College of Engineers and Surveyors of Puerto Rico or the College of Architects and Landscape Architects of Puerto Rico, as applicable.
- **B.** 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.





C. 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.

KR



- D. 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.
- **E.** 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.
- **F.** 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.
- **G. 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.
- H. 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".

- I. 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.
- J. 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."
- K. 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.
- L. 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.
- **M. 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".
- N. 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:
 - 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.
- O. 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.
- **P. 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.
- Q. 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.

XXV. 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*.

- XXVI. 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.
- **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 (Contractor Certification Requirement) to this contract.
- XXVII. 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: Puerto Rico Public Buildings Authority, Puerto Rico Public Private Partnership, on behalf of the Central Recovery and Reconstruction Office of Puerto Rico and Puerto Rico Department of Housing. 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.

XXVIII. 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

KR



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.

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.

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.

XXIX. 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.

XXX. 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** (HUD General Provisions) and in compliance with all the requirements described in **Attachment G** (Contractor Certification Requirement).





XXXI. CDBG-DR/MIT 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/MIT 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/MIT Website (https://recuperacion.pr.gov/welcome/index.html), 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.

XXXII. 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.
- 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.

XXXIII.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.

XXXIV.EQUAL OPPORTUNITY

- 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.

XXXV.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.
- 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.





XXXVI. 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.



XXXVII.SUSPENSION AND DEBARMENT



- **A.** This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 2424. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- **B.** The CONTRACTOR must comply with 2 C.F.R. part 180, subpart C, and 2 C.F.R. part 2424, and must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by PRDOH. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, in addition to remedies available to PRDOH, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- **D.** The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, while this Agreement is valid. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

XXXVIII. 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.

XXXIX. 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.

XL. 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.

XLI. 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.



XLII. 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.

XLIII. MODIFICATION OF AGREEMENT

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

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

XLIV. 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.

XLV. 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.

XLVI. 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.

XLVII. 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 **Attachment F** (HUD General Provisions), **Attachment B** (Scope of Work), **Attachment D** (Performance Requirements), **Attachment C** (Compensation Schedule), and lastly, **Attachment A** (Proposal).





XLVIII. 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.

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

A. Consolidation or Merger

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for a consolidation or merger with another entity (private or public), by its discretion or otherwise, written notice of such decision or event shall be delivered to the PRDOH Legal Division at contractscdbgdr@vivienda.pr.gov 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 Legal Division at contractscdbgdr@vivienda.pr.gov at <u>least fifteen (15) business days prior to the effective</u>

<u>date of such event</u>. 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. <u>Dissolution</u>

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 Legal Division at contractscdbgdr@vivienda.pr.gov 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.

L. 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.

LI. 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.

LII. 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.





LIII. 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.

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. SEVERABILITY

LV.





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.

LVI.SURVIVAL OF TERMS AND CONDITIONS

The terms and conditions of this Agreement related to the following subjects shall survive the termination or expiration of this Agreement: interpretive provisions; consideration; warranties; general affirmations, federal assurances, federal and state certifications; CDBG-DR/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

IEM INTERNATIONAL, INC.

William O. Rodríguez Rodríguez

William O. Rodríguez Rodríguez, Esq. Secretary

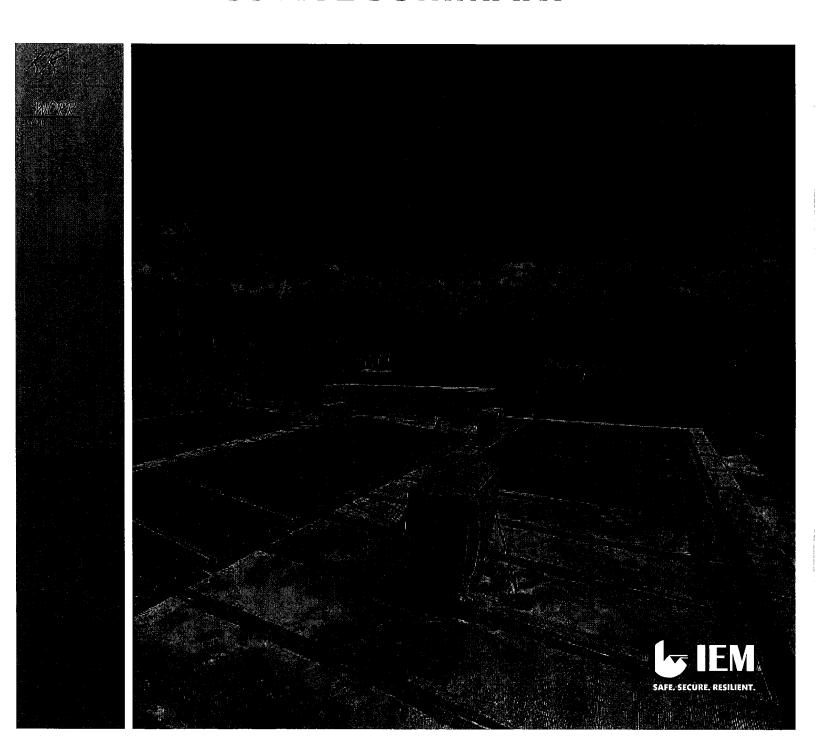
Keith Reynolds

Manager of Contract Administration

Attachment A

QUALIFICATIONS AND WORK APPROACH (TECHNICAL PROPOSAL)

EXECUTIVE SUMMARY



EXECUTIVE SUMMARY

One of the major issues resulting from Hurricanes Maria and Fiona and the 2020 earthquake was loss of power. Aside from these major disasters, Puerto Rico experiences intermittent power loss in some part of the island almost weekly. The Community Energy and Water Resilience Installation Households (CEWRI-HH) Programs are a direct response to this need. With solar power and backup systems, **CEWRI will help families in Puerto Rico access an abundant natural resource in Puerto Rico – the sun.** This will both reduce dependence on the central grid as well as lower utility costs.

CEWRI-HH is comprised of three sub-programs, CEWRI Home Energy Resilience Installations (CEWRI-HERI), CEWRI Incentive Program (CEWRI-IP), and the third, CEWRI. Collectively, the three programs aim to provide PV Systems and BSS to single-family structures.

The CEWRI-HH Program will assist Puerto Rico in moving toward its energy goals. Upon its successful implementation, CEWRI-HH will allow single-family homes, businesses, and eventually entire communities, to maintain essential functions in the face of disaster and loss of power. Simultaneously the byproduct of CERWI-HH installations will provide a low-cost or no-cost energy alternative for Puerto Ricans households. CEWRI-HH is a combined solution of access resiliency and economic opportunity.

IEM is a strong partner of many government entities in Puerto Rico – specifically the PRDOH. For PRDOH to be successful in delivering the benefits of the CEWRI-HH Program, a strong, knowledgeable, and experienced partner is needed. **IEM** is that partner. Our approach will utilize innovative and outcome driven program management and delivery methods to exceed PRDOH's expectations for the CEWRI-HH Program. We understand the PRDOH's goals and objectives and will ensure our project plan, procedures, staffing, and program management aligns to deliver measurable results exceeding PRDOH timelines and expectations.

IEM has learned over the years that the single most important aspect to our success in program delivery is hiring and training the right people. IEM will use our in-house Learning Management System, IEM LEARN, to provide web-based, portable, and flexible, digital courses that can be accessed at any time as a refresher to assist with workflow activities. We have also maintained a considerable pool of highly qualified and well-trained Case Managers in the Puerto Rico R3 Housing Program and Homeowner Assistance Fund (HAF) Program. The HAF Program has recently completed and the R-3 program is winding down providing IEM with a deep bench of seasoned case managers. These case managers are well versed on communicating with applicants, intake and eligibility processing, duplication of benefits analysis, applicant notification procedures, and PRDOH's system of record (Canopy). The timing of this procurement allows IEM to continue employing Case Managers for similar activities performed in the Puerto Rico R3 and HAF Programs.

IEM will also utilize licensed engineers through MD Engineers, Flexible and Integrated Technical Services, and TSG to provide Inspectors with a deep knowledge of PVS and BSS systems. Having three subcontractors provides IEM with more than enough capacity to geographically bundle assignments by region providing for a fast moving and quality process. Our partner AG Environmental, along with IEM, will provide environmental, historical, and archaeological specialists. This team has successfully performed over 50,000 tiered environmental reviews — including in Puerto Rico. Our Historical and Archeological Specialist have experience across the Island and meet the National Park Services Secretary of Interiors Professional Qualifications Standards.

With such a fragile electrical grid system, the need to provide households with emergency backup solutions is immediate and implementation to provide these services cannot be prioritized enough. The extensive experience that IEM has gained in Puerto Rico – specifically with the R3 Program regarding startup operations, staffing, intake processes, quality control, eligibility determinations and monitoring – has positioned our CEWRI team in an ideal scenario to commence the entire CEWRI-HH portfolio within 2 weeks of contract signing.

KR



IEM TEAM EXPERIENCE OVERVIEW

IEM has successfully program managed more than eight different CDBG-DR MIT and Treasury-funded programs for almost 124,000 homeowners. Of all current PRDOH contractors, we have the maximum experience with successful management of applicant-centric recovery programs, including two programs for PRDOH – R3 and Homeowner Assistance Funds.

Activity/Task	PR R3 Housing (CDBG DR)	PR HAF Home- owner (Treasury)	Rebuild FL Housing (CDBG DR/ MIT)	Restore LA Housing (CDBG DR)	TX Housing HOUSING (CDBG DR/ MIT)	NY Housing Rising (CDBG DR)	NJ Housing RREM (CDBG DR)	NC HAF Home- owner (Treasury)	VA HAF Home- owner (Treasury)
Homeowner Applications	10,264	8,983	8,664	34,826	4,989	11,000	1,800	24,472	18,970
Successful Program Mgt. and Administration, Accounting & Reporting, Document Management, Reconside- rations, Compliance	•	•	•	•	•	•	•	•	•
Outreach, Call Center, Intake, Eligibility, DOB, Environmental Reviews, Historic Preservation, Awards, Inspections, Contractor Oversight, Disbursement, Closeout	•	•	⊘	•	⊘	•	•	•	⊘

IEM has sterling financial records. We have supported 38 years of growth with very little to no debt – unprecedented in government contracting. We have successfully performed as project managers on \$350M+ contracts without resorting to outside debt.

To supplement our team and to meet MWBE requirements, we have added 5 Puerto Rico companies that have expertise in some of the important activities of the CEWRI program. All of these companies have been successfully performing on contracts in Puerto Rico and are well-versed in the land ownership, construction, and solar energy implementation environment in Puerto Rico.

Activity/Task	MWBE	Inspections	Appraisals	Environmental Compliance	Construction Oversight/Inspections	Solar Energy
TSG Services	Ø	•	•		•	
McCloskey & Bonnin Valuation Group		eropeis, Weir His	•			
AG Environmental	•			•	9	
MD Engineers	•	•			•	•
FITS	•	•			0	





Given the size and scope of this recovery, we understand that every federal tax dollar being allocated to Puerto Rico is under unprecedented public scrutiny. Maintaining the highest standards in transparency is a hallmark of IEM's work, and our record of ensuring regulatory compliance is unrivaled. Jon Mabry and the IEM team will apply their knowledge and lessons learned across a their vast current CDBG-DR and CDBG-MIT experience and the programs they have directed and managed across the nation, to provide you and Puerto Rico with an invaluable partner to conquer any obstacles and barriers that the PRDOH may face.

IEM believes local businesses and residents impacted by disasters should remain front and center in the recovery of their own communities. We partner with local companies, commit to hiring local residents, and work locally, ensuring federal dollars are extended to drive the local economy. Our commitment is to select, hire, train, and employ Puerto Ricans in the recovery of Puerto Rico.

Through our experience, IEM knows what it takes to make communities stronger and more resilient. We are eager to apply our experience and passion for helping survivors maintain power for their homes in the wake of future disasters, with transparency and accountability, to support creating a resilient Puerto Rico. IEM brings the most capable and comprehensive team to PRDOH for this contract.



PROJECT APPROACH OVERVIEW

IEM is the industry leader in disaster recovery programs specific to housing and construction because we approach our work in a way that is highly specific to our customers and the people that they serve. We understand that everything we do is about the people that we are helping. It is about a roof over their head, a refrigerator that keeps the children's milk cold, and a safe secure place to live. PRDOH can count on the most solid outcomes from our work, not only because of our team's collective education, expertise, and certifications, but also based on the management systems and philosophies we employ. Our signature approach to disaster recovery housing programs uses data analytics and milestones to deliver services that support our customers and partnering agencies in the management and collaboration to drive the needed outcomes for program beneficiaries.

IEM's proven experience in successfully managing disaster recovery construction programs, housing programs, and rental assistance programs demonstrates our ability to not only complete all work order tasks and deliverables as established in the contract, but to be PRDOH's partner in achieving the goal of resiliency in the eye of storms for Puerto Rican residents. IEM commits to perform the duties and tasks necessary to fully satisfy all program phase tasks and exceed PRDOH's expectations in providing accurate, efficient, and compliant program implementation and operations.

IEM's high standards entail planning work in a way that best meets the needs of the agencies and jurisdictions that we serve across the country and adapting work plans for extension periods and other program requirements. Where tailoring our delivery approach is required to further promote and achieve program success, IEM will revisit the preliminary work approach with PRDOH to adopt changes as necessary based on forecasted needs, current evolving policies and procedures, stakeholder engagement, emerging best practices and regulations, and other variables that may impact deliverables and milestone achievement.

IEM will help PRDOH set up an effective and efficient organization to meet the goals of CEWRI-HH. With years of experience, we have the experience and systems to meet the goals of the program and accountably provide the power resiliency in a responsible manner to those most in need.

- Administrative Expertise We have set-up and managed federal and state programs to oversee and manage
 tens of millions to billions of dollars and will provide a strong management and administrative structure to
 safeguard funds and provide operational integrity. We remain vigilant in identifying elements of complexity
 and focus on outcomes that drive program success.
- Competent Vendor Management IEM has worked with vendors of all sizes, including IT, call centers, data centers, and suppliers, and has the experience that can assist and advise PRDOH on structures, systems, and staffing.
- Agile Program Management Federal guidelines change, and usually not on the program's timetable. Risks
 may arise. Having done this for 38 years, we have seen it all. Our team is resilient and adaptable to change,
 leveraging it through optimal risk responses that maximize positive risk and minimize negative risk for PRDOH.
- Smart Reporting and Successful Audits Our state and federal experience has taught us that we must
 incorporate the required reporting and auditing requirements in the beginning. This results in greater success
 over the life of the program and provides a level of transparency that more than meets the needs of the
 federal government.

KR

WORR WORR

Our proven capabilities and experience and unrivaled tools and services will guide each aspect of program administration through all program phases: call center operations, intake and eligibility, contractor management, environmental review, process, complaints, audits, and closeout.

It will be our mission to administrate these programs to serve the most PRDOH customers in the shortest time frame possible with uncompromised attention to quality, compliance, monitoring, accurate documentation, records retention, and reporting. IEM will be steadfast in adhering to Federal and Commonwealth rules and regulations, with the highest standards of accountability and transparency.

Our kickoff meeting will be held within days from contract execution. At this kickoff meeting, we will review PRDOH's vision for the program, along with our implementation timeline to ensure the proposed schedule fully aligns with the PRDOH's CEWRI-HH Program objectives.





Activity/Task	Tactics					
Get ready for case management services at program launch	Hire, train, and ready to deploy trained case managers to begin the full implementation of application intake and eligibility processing					
	Train staff on policies and procedures					
(2012년 등 12. 12. 12. 12. 12. 12. 12. 12. 12. 12.	Train staff on applicant relations and communications, intake, eligibility review, award calculation, quality control, documentation standards, issue resolution, and closeout					
	Train staff on use and operation of office equipment and systems					
Prepare and submit initial	What is the CEWRI-HH program, how do I apply?					
Applicant "FAQs" at project kickoff	What assistance will the program provide?					
KICKOII	What are the requirements to obtain a PVS system?					
	• Will I receive money directly from the program or will money be paid to Contractor?					
	What are my next steps?					
Provide a customized, positive	Maintain active case load per case manager as defined in system business rules					
experience for each applicant	 Automated case manager assignment based on business rules within system with assignments made in hours of applicant submission of application 					
	Applicants maintain the same case manager for their duration in the program					
	As an option, provide mobile intake services for applicants with limited mobility					
	Maintain weekly communication					
	Return of applicant inbound communication within 24 hours					
	Assist applicants throughout each step of the application intake, eligibility, disbursement, and closeout processes					

Our national housing experts and management personnel will consult with PRDOH on implementation and be available throughout the program life cycle to navigate the complex and dynamic guidelines from HUD, market conditions, and other relevant variables throughout the program life cycle.

THE IEM TEAM AND KEY PERSONNEL

SCOPE A



Justin Barnett

Program Manager

Mr. Barnett will be PRDOH's primary point of contact for CEWRI-HH subprograms program implementation. He has been serving PRDOH since 2019 on the R3 Program. He is a results driven professional with 22

years of global Program and Project Manager experience. Mr. Barnett brings proven experience in regulatory & statutory compliance, deliverable forecasting and planning, logistics management, safety policy, CDBG-DR compliance, budget, risk management, and directing human resource management activities.



Ramon Plaza

Operations Manager

Mr. Plaza is an electrical engineer with knowledge in Photovoltaic Systems (PVS's) and Battery Storage Systems (BSS's). He provides programmatic guidance through the grant process for applicants

and develops program plans. Prior experience incudes working as an attorney and engineer for the Commonwealth of Puerto Rice and Puerto Rice Electric Power Authority as well as a Technical Specialist/Cost Estimator for CRC Atlantic.



Maria Medina

Camplaints & Reconsiderations Coordinator

Ms. Medina has more than 10 years of experience in business and customer relations as well as Case Management, Sales, Marketing, and Health Industry. As a case manager, she is experienced with handling

complaints and providing excellent service to applicants. She ensures that applicant complaints are resolved in a timely manner and are properly mitigated.



Lauren Bahlinger

Environmental Manager

Ms. Bahlinger has 14 years of experience with environmental management systems, disaster recovery, environmental assessment, sustainable agriculture, Hazardous Waste

Operations and Emergency Response (HAZWOPER), HUD, and the National Environmental Policy Act (NEPA). As an Environmental Review Lead for the R3 Program she performs oversight of environmental assessments and reviews to ensure compliance with HUD, and other relevant rules and regulations. Ms. Bahlinger has performed oversight of numerous environmental assessments and reviews including Categorical Exclusions (both subject to § 58.5. and not subject to § 58.5.) and Environmental Assessments to ensure federal compliance for several projects including for Louisiana, New Jersey, Mississippi, and Texas.

SCOPE B



Magally Maldonado

Program Manager

Ms. Maldonado has 26 years of Federally Funded Program Management and Government Administration experience and four years in the private sector including experience

in Management, Public Policy, Contracting, Project Management, Program Management, Economic Development, Housing, Federal Programs, Emergency Management, Community Outreach, Human Resources and Budget Control. Through her many years and experience in emergency management, she has gained a deep understanding of Federally Funded Programs which she frequently puts into practice through her work at IEM overseeing program activities and contracts to ensure compliance with regulations.



Misael Gil

Complaints & Reconsiderations Coordinator

Mr. Gil has over 19 years of experience in customer service including management and will serve as a bring his problem-solving and communication skills to the program. Mr.

Gil's experience includes serving as a Call Center Supervisor for the HAF and R3 Program in Puerto Rico where he coordinated customer complaints and resolutions as well as a Senior Operations Supervisor for Commsense where he was responsible for administrative and clerical activities, writing reports and evaluating employee performance as well as monitored calls and issues while documenting corrective issues.

The IEM Team has served all 78 municipalities in Puerto Rico.

Reach Back to Over

1,475+

Employees Across the Team A Collective

130

Years in Business 569

Employees on the Island



Edgardo Maldonado

Operations Manager

Mr. Maldonado is a dedicated and results-driven Architect and Project Manager with over 10 years of experience in planning, executing, and overseeing a wide range of

projects. He is adept at coordinating cross-functional teams, managing project budgets, and ensuring on-time delivery of high-quality projects.



Edwin Collazo

Safety Officer

Mr. Collazo has over 15 years in safety providing QEHS administrations to various large-scale projects nationally and in Puerto Rico. His projects include heavy

civil infrastructures, Light & Heavy Rail Construction, Tunnels, marine facilities and in the industrial industry such as pharmaceutical facilities, Energy Transmission systems. Mr. Collazo previously worked as a Construction Project Safety Manager for Fieldcore/GE where he planned and implemented safety policies and procedures in compliance with international, local, and state laws, and with agencies such as DOT, NFPA, NEC, EPA organizations on site and with sub-contractors to detect existing or potential accident and health hazards to determine corrective or preventative measures where indicated and followed up to ensure measures had been implemented.



Dorilee Torres

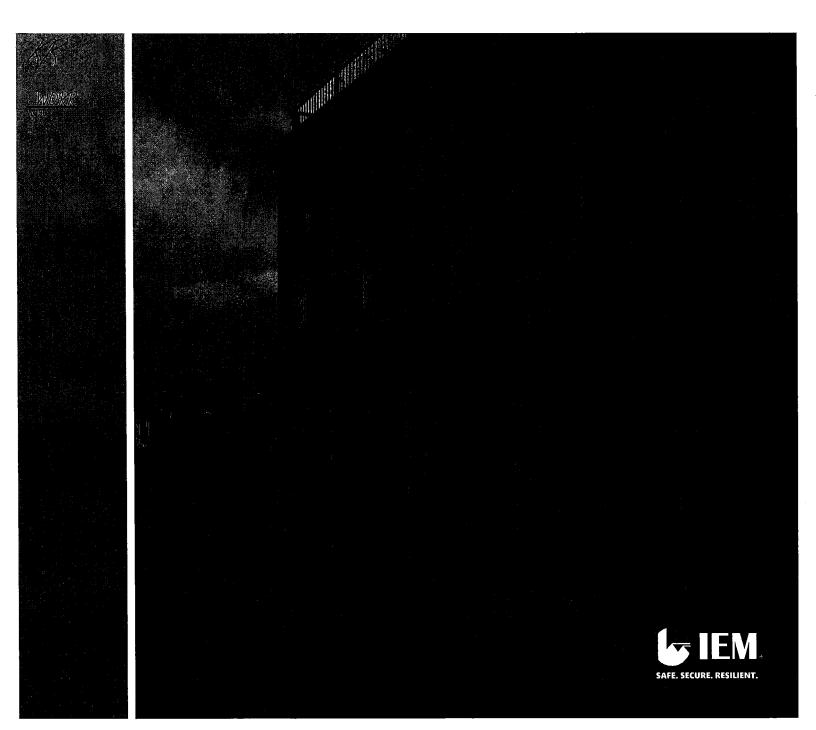
Environmental Manager

Ms. Torres has over a decade of experience in environmental engineering and environmental and historical preservation. At IEM, Ms. Torres works as an EHP

& Mitigation Specialist frequently performing research, screenings, and preliminary and formal consultations to inform scoping discussions, application development and review, grant/sub-grant management, and environmental and regulatory compliance decisions for projects. Her prior experience includes working as an EHP subject matter expert at FEMA. She has developed tiered environmental reviews for CDBG-funded activities between Federal Agencies, including the analysis of the CFR Title 24 Housing and Urban Development.

QUALIFICATIONS AND WORK APPROACH (TECHNICAL PROPOSAL)

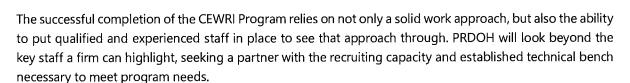
KEY PERSONNEL



PROFESSIONAL QUALIFICATIONS OF KEY PERSONNEL

Key Features of IEM's Staffing Plan that Exceed PRDOH's Expectations

- IEM brings the "A-Team" to the PRDOH CDBG-DR/CDBG-MIT Program Management Services CEWRI-HH, with a proven track record of success managing large-scale disaster recovery programs.
- Puerto Rico-based staff was chosen because they know the island, know the
 needs, know the programs, and will be completely dedicated to the success of this
 program. Our team can begin work immediately with no learning curve required.
- Robust capacity of over 1,400 employees and contractors in projects across US, and PR, provide the flexibility to rapidly mobilize any subject matter expertise for planned and unanticipated tasks. This includes added oversight staff and subject matter experts that will be engaged at critical junctures of the project, including program launch, and applications support.



Our key staff will be ready to begin work within two (2) weeks of contract execution. They will be 100% dedicated to helping PRDOH deliver infrastructure recovery programs that revitalize the economic and social fabric of Puerto Rico. We will have the necessary regional Intake Centers, fully equipped to support program work activities.

SUBJECT MATTER EXPERTS (SME) – ADDITIONAL PROGRAM SUPPORT

In addition to the key positions requested in the RFP, IEM has oversight staff and national subject matter experts within our staffing plan. As reflected in our organization chart, that will lead to the success of PRDOH's programs, these added resources will provide expert oversight and assistance at critical junctures and are prepared to assist the program execution team for the duration of this engagement. These individuals bring decades of experience leading CDBG-DR, critical infrastructure, housing, and revitalization programs across the country.





Position	Degree	Experience	Based	Highlights
Program Manager Justin Barnett	M.S., Disaster Preparedness, Grand Canyon University, 2019 B.S., Logistics & Supply Chain, Ashford University, 2017	24 years of feder- ally funded Project Management	Puerto Rico	Works with PRDOH for ~5 years, knowledgeable in federal, state, local, and CDBG-DR and CDBG-MIT policies, requirements, and procedures, and regulatory and statutory compliance requirements Successful DPM for PRDOH Non-Federal Match Program Successful operations management for R3 Program overseeing PMs, CMs, and staff
Operations Manager Ramon Plaza	J.D., Pontifical Catholic University of Puerto Rico, 2007 B.S., Electrical Engineering, University of Puerto Rico, 1986 Licensed Professional Engineer with PVSs and BSSs knowledge	8 years project/ program manage- ment	Puerto Rico	Project and Program Manager for more than 8 years overseeing construction, maintenance, and operations for PREPA Supervised the three island-wide departments: construction, maintenance, and operations. Participated in committees to evaluate proposals of renewable energy projects auctions for technical projects and ensure that they comply with Telecommunications rulings and policies in state and federal jurisdictions. Member of the Smart Grid Project Committee at PREPA.
Environmental Manager Lauren Bahlinger	M.S., Plant Environmental Management & Soil Services, Louisiana State University, 2011 B.S., Environmental Management Systems, Louisiana State University, 2008	14 years in tiered CDBG-DR environ- mental reviews	Travel to Puerto Rico	Led environmental reviews for CDBG-DR programs for 7 States, including Puerto Rico Familiar with federal, state, and local environmental rules and regulations Expertise in mitigation recommendations for environmental issues Familiar with working with SHPO offices as well as state clients
	BBA, Marketing Administration	9 years in cus- tomer relations position and excellent commu-	Puerto Rico	Experience with coordinating with internal team to resolve any customer complaints in Puerto Rico

1 check = meets expectations; 2 checks = exceeds expectations

nication skills with

applicants

University of Puer-

to Rico, 2004

Complaints and

Reconsiderations

Coordinator Maria Medina Deployed methods, strategies and pro-

cesses to achieve company targets, build

and maintain customer relationships and

ensure high quality of services

IEM's Program Manager, **Mr. Justin Barnett** will be PRDOH's primary point of contact for CEWRI-HH subprograms program implementation. He has been serving PRDOH since 2019 on the R3 Program. He is a results driven professional with **22 years of global Program and Project Manager experience**. Mr. Barnett brings proven experience in regulatory & statutory compliance, deliverable forecasting and planning, logistics management, safety policy, CDBG-DR compliance, budget, risk management, and directing human resource management activities.

Justin Barnett will be supported by Operations Manager, Mr. Ramon Plaza an electrical engineer with knowledge in Photovoltaic Systems (PVS's) and Battery Storage Systems (BSS's). He provides programmatic guidance through the grant process for applicants and develops program plans. Prior experience incudes working as an attorney and engineer for the Commonwealth of Puerto Rice and Puerto Rico Electric Power Authority as well as a Technical Specialist/Cost Estimator for CRC Atlantic.

KR

WORR

Ms. Maria Medina will serve as the Complaints & Reconsiderations Coordinator. She has more than 10 years of experience in business and customer relations as well as Case Management, Sales, Marketing and Health Industry. As a case manager, she is experienced with handling complaints and providing excellent service to applicants. She ensures that applicant complaints are resolved in a timely manner and are properly mitigated.

The Environmental Manager for Scope of Work 1-A is Ms. Lauren Bahlinger. Ms. Bahlinger has 14 years of experience with environmental management systems, disaster recovery, environmental assessment, sustainable agriculture, Hazardous Waste Operations and Emergency Response (HAZWOPER), HUD, and the National Environmental Policy Act (NEPA). As an Environmental Review Lead for the Puerto Rico Repair, Reconstruction and Relocation Program she performs oversight of environmental assessments and reviews to ensure compliance with HUD, and other relevant rules and regulations. Ms. Bahlinger has performed oversight of numerous environmental assessments and reviews including Categorical Exclusions (both subject to § 58.5. and not subject to § 58.5.) and Environmental Assessments to ensure federal compliance for several projects including for Louisiana, New Jersey, Mississippi Development Authority, and the Texas General Land Office (GLO).

ADDITIONAL STAFF

IEM has the ability to scale up or down operations as dictated by Program needs. IEM's approach has always been to maintain staff levels to meet the expected production pace of the Program and maintain the ability to surge specific areas of the program depending on program and client's requirements/needs. IEM has maintained a considerable pool of highly qualified and well-trained Case Managers in the Puerto Rico R3 Housing Program and Homeowner Assistance Fund (HAF) Program. The HAF Program is recently completed and the R3 program is winding down providing IEM with a bench of seasoned case managers. These case managers are well versed on communicating with applicants, intake and eligibility processing, duplication of benefits analysis, applicant notification procedures, and PRDOH's system of record (Canopy). The timing of the procurement allows IEM to continue employing Case Managers for similar activities performed in the Puerto Rico R3 and HAF Programs.

In addition to Case Managers, IEM will utilize **MD Engineers, Flexible and Integrated Technical Services and TSG** to provide Inspectors that are licensed engineers with a deep knowledge of PVS and BSS systems. Having five subcontractors will allow IEM more than enough capacity to geographically bundle assignments

by region providing for a fast moving and quality process. Our Partner **AG Environmental** along with IEM will provide environmental specialists and historical and archaeological specialist. This team has successfully managed and performed environmental reviews in four States and Puerto Rico having performed over 50,000 tiered environmental reviews. Our Historical and Archeological Specialist have experience in Puerto Rico and meet the National Park Services Secretary of Interiors Professional Qualifications Standards. **McCloskey & Bonnin Valuation Group, PSC** has extensive experience providing property appraisals for Puerto Rico.

ORGANIZATIONAL CHART



PROPOSED TEAM AND CAPACITY

Maintaining a consistent level of service is critical to the success of the CEWRI program. Frequent staffing changes or an overreliance on part-time staff committed to multiple projects may dilute the level of expertise across the project team. Such dilution could result in decreased efficiencies and increased rates of errors. As such, PRDOH expects a high level of commitment from the staff assigned to the CEWRI Program, especially for key personnel. By maintaining this high level of commitment, PRDOH will have a team of professionals who are knowledgeable and skilled in executing key tasks.

IEM is acutely aware of PRDOH's concerns in this area, and we are fully committed to providing full time staff in support of this effort. Our key personnel will be 100 percent committed to the CEWRI contract, as will our team leads. We believe this approach will allow us to foster deep knowledge and understanding of the needs of CEWRI applicants and PRDOH stakeholders, increasing the overall efficiency of our performance. PRDOH will then be able to use more of its grant funding to the benefit of Puerto Rico residents and less on administrative overhead.

In the chart below, we demonstrate the availability and level of commitment of our key personnel. We have noted the project where our key personnel are currently committed and repeat our intention to ensure the listed key staff will be 100 percent committed to the CEWRI-HH subprograms contract should IEM be given an award.



Program Manager

Managed federally funded programs exceeding client goals while improving processes to efficiently achieve program objectives.

24+ YEARS

EXPERIENCE IN FEDERALLY
FUNDED PROGRAM
MANAGEMENT





EXPERTISE

- ▶ Program Management
- ► Operations Management
- ▶ CDBG-DR & CDBG-MIT
- ► Federal Funds Management
- ▶ Program Performance

EDUCATION

- M.S., Disaster Preparedness,
 Grand Canyon University, 2019
- B.S., Logistics & Supply Chain,
 Ashford University, 2017

CERTIFICATION & TRAINING

- Risk Management
- Canopy Expert User
- Project Management
- Record Management
- ▶ Xactimate Management
- **▶** Smart Sheet Management

PROFESSIONAL QUALIFICATIONS

Mr. Barnett is a local Puerto Rico professional with 24 years of global program and project manager experience. More than 7 years of this experience is in federally funded projects and programs for U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant for Disaster Recovery (CDBG-DR) and Mitigation (CDBG-MIT). He excels at optimizing program performance, aligning objectives to achieve client goals, protocol development, management coordination, and overall process improvements, with proven results. He is an expert in partnering with stakeholders, agencies, and subrecipients to streamline external and internal processes.

As a results-driven manager, planning, regulatory and statutory compliance, deliverable forecasting with on-time delivery, stakeholder engagements, monitoring procurement activities, budget management and scope of programs risk assessment management, and change management implementation are his primary strengths and shape his approach to projects. Mr. Barnett is a charismatic communicator who understands the importance of effective communication and professional relationships.

EXPERIENCE

Deputy Program Manager, Non-Federal Match Program, IEM | 2021-Present

 Maintain a complete understanding and enforcement of all applicable federal, state, local, and CDBG-DR Program policies, requirements, and procedures, including but limited to HUD national objectives, Davis Bacon, Section 3, Section 504, procurement oversight, environmental reviews, and all other CDBG-DR, cross cutting, applicable local Puerto Rico statutes, rules, and regulations. This program includes Hazard Mitigation Grant Global Match (HMGP).

CERTIFICATION & TRAINING CONT.

- **▶** Contractor Management
- ► CDBG HUD Exchange
- ► OSHA 10 & 30
- ► FEMA Certifications +20
- \$1.5B CDBG-DR federally funded program. Directly managed initial program standup, implementing processes, execution phase, to monitor performance and exceed expectations.
- Managed all program functions, resulting in becoming first vendor in PRDOH program to meet and produce program production and the only vendor to meet and exceed initial client goals.
- Maintained three times the program performance than fellow program firm, to date.
- Perform forecasting vs actual calculations; manage cross-project activities; manage staff; develop and control
 deadlines, budgets, and other activities.
- Developed and implemented process improvements with intent to maximize production and install flexibility.
- Resolved program concerns before they become client issues.
- Responsible for the review and necessary coordination of potential FEMA HMGP projects.

Operations Consultant, HORNE Grant Management Services for CDBG-DR | 2019-2021

- Project Manager and Operations Consultant for the Repair, Reconstruction, or Relocation (R3) Housing Program
 \$2.9B, a part of the CDBG-DR funds allocated to the Puerto Rico Department of Housing (PRDOH).
- Acted as main point of contact and R3 Lead to more than 14 vendors. Responsible for management and oversight
 of all individual projects starting from applicant acceptance through Project Completion.
- Performed overall Canopy case management and progress from Environmental through Project Complete. R3
 Lead for all production reporting with Task Order Issued through Project Complete. R3 Lead for case-specific
 technical reviews on all Post Grant Agreement Pathway FLIPs. R3 Lead for all reviews concerning Model Home
 Level changes Pre & Post GA.
- As R3 Strategic Operational and Production advisor, managed Production Team task assignments, career growth
 and executed PA responsibilities. Performed coordination, standardizing processes, technical writing, oversight,
 and monitoring activities. Accomplishments included the development of Benchmark, Interim, and Milestone
 operational logistics schedule for improved oversight capability. This resulted in increased R3 Program Project
 completions by 330% in one year, and reduced pre-construction process time by 40%.
- Improved process on projects, including a comprehensive Construction Workflow Chart for all projects Grant
 Agreement through Construction Complete. This tool was used to Train 4 Program Management and 11
 Construction Manager Teams on process and oversight functions.
- R3 Lead for all projects in the Environmental clearance process through Construction Complete; streamlined
 communication channel by developing a comprehensive communication strategy that resulted in less meeting,
 emails, and reduced redundancy. Implemented standardized reporting strategy, included process to target high
 risk cases with specific technical and logistical issues, which resulted in alignment of program goals and objectives.





Led the developed of numerous PRDOH approved policy implementations that improved overall program performance.

Deputy Program Manager – Federally Funded, U.S. ARMY Corp of Engineers | 2016-2018

- Deputy Program Manager for Federally Funded Engineer Construction Program. Provided engineering support for 1 Federally Funded Storm Disaster in Region 7. Responsible for the Debris Management Planning and Logistics support.
- Worked as the primary engineer support point of contact. Optimized program performance by 28%; managed multidepartment Supply Programs for 12 organizations valued at \$210M.
- Directed human resources and management activities on the operational side of the program. Determined the staff needed to accomplish the operational task.
- Improved contract program process efficiency by clarifying Work Break Down Structure (WBS) and assigning
 priorities; incorporated Lean Principles to time management that resulted in eliminating 2 weekly meetings and
 returning 86 workhours.
- Revised program training materiel; implemented 14 Technical Academic and engineering training programs, resulting in a 5% graduation rate increase.
- Executed changes to Operations, resulted in \$1.2M annual cost savings and avoidance of 240 lost manhours.
- Designed Environmental and Safety Training Program; trained 95 associates on OSHA standards and environmental procedures resulting in zero incidents over 3 years.

Project Manager and Operations, U.S. Army Aerospace | 2013-2015

- Responsible for operational logistics management of U.S. Missile Global Response Force.
- Oversaw logistics management, ensuring that procedures were in place to align with program goals and objectives.
- Managed implementation of modern technology platforms; main point of contact across 3 regional locations.
- Streamlined logistics operations both materiel (MRP) and enterprise resources (ERP); resulted in zero loss of production during transition.
- Improved operations efficiency: partnered with stakeholders to establish direct line communication strategy, resulted in 20% backlog reduction rate.
- Established continuity strategy to solve delays by establishing liaisons at multiple global locations to facilitate price, quality, purchase, and delivery.
- Budget Manager for \$22M annual aerospace logistics budget; controlled costs through utilization of purchasing metrics.
- Directed fielding project at a cost of \$18M; utilized Earned Value Management strategy based off percentage complete versus timeline; resulted in cost reduction and savings of \$32K.



Project Manager, U.S. ARMY Material Command | 1999-2012

- Responsible for integrating large scale projects across several organizations.
- Acted as main point of contact and managed relations with officials from partner agencies.
- Planned and executed debris removal and support logistics operations.
- Instituted Lean Techniques to Product Service Project of 1,250 products; utilized MS Office Suite to measure metrics and develop trend analysis reports; increased operational availability by 10%.
- Directed and coordinated all daily activities related to training, communications, scheduling, deliverables, staffing designation, and risk management for program.
- Reduced the five-year Product Life Cycle sustainment cost by an estimated 13% (\$4.6M).
- Utilized Lean Techniques during forecasting, pricing, acquisition, and implementing an organization wide logistics program for 142 pieces of equipment.
- Administered the procurement of over \$12M worth of supplies and services; delivered quality, value, technology, and responsiveness to customers daily with high quality support.
- Managed numerous similar projects; delivered on time, under budget, and at the highest quality.

REFERENCES

Javier Perez, Grant Manager – Housing Senior Program Manager, HORNE, 512-516-4763, javier@lucemco.com

Esrone McDaniels, Vice President, Deputy Chief Operating Officer at Tidal Basin, 850-284-8034, esronemc@gmail.com

Drew Chance, Construction Manager, Yates Bird, LLC, 787-679-5762, dchance@wgyates.com







Operations Manager

Served the Puerto Rico Electric Power Authority for nearly 28 years including 8 years managing construction, maintenance, and operations for the Telecommunications Division.

37+ YEARS

EXPERIENCE IN ENGINEERING,
PROJECT/PROGRAM MGMT &
PVS AND BSS SYSTEMS





EXPERTISE

- ▶ Engineering
- ▶ Photovoltaic Systems
- **▶** Battery Storage Systems
- ► Project Management

EDUCATION

- J.D., Pontifical Catholic
 University of Puerto Rico, 2007
- B.S., Electrical Engineering,
 University of Puerto Rico, 1986

CERTIFICATION & TRAINING

- Professional Engineer #10101,P.E.
- Attorney at Law & Notary Public #16907 (RUA), PR Jurisdiction
- Designer and Installer,
 Certificate of Renewable
 Electrical Systems #OEPPE-PV 1243

PROFESSIONAL QUALIFICATIONS

Mr. Plaza Montero is an electrical engineer with knowledge in Photovoltaic Systems (PVS's) and Battery Storage Systems (BSS's) having worked in the telecommunications and renewable energy fields. In his current role as Emergency Management Specialist, he provides programmatic guidance through the grant process for applicants and develops program plans. He has significant experience in performing damage intake assessments and cost estimates for public assistance projects. Prior to his role in emergency management, he worked as a program manager, attorney, and engineer for the Commonwealth of Puerto Rico and Puerto Rico Electric Power Authority serving as Project and Program Manager for more than 8 years overseeing construction, maintenance, and operations for the telecommunications division. Mr. Plaza Montero was able to strengthen his planning and coordination skills through supervising more than 300 employees and its strategic corporate plans. He gained extensive experience in supervising and inspecting projects for compliance.

EXPERIENCE

Emergency Management Specialist, PDMG | 2021-Present

- Provides customer service and programmatic guidance through the grant process tailored to the applicant.
- · Conducts exploratory calls and recovery scoping meetings.
- Draft initial Damage Inventory for each applicant.
- Develops program delivery plans with target times and regulatory deadlines.
- Performs damage intake and eligibility analysis.
- Submits site inspection work order requests.

CERTIFICATION & TRAINING CONT.

- FEMA IS: 634, 393, 321, 322, 253, 100, 200, 27, 700, 800
- ► FCC General Radio Operator's
- Conducts format transition meetings with the applicant and recipient point of contact.
- Performs PR Department of Education FAASt project developments and duties as assigned.

Technical Specialist/Cost Estimator, CRC Atlantic | 2019-2021

- Performed costing, validating, and estimating projects: Standard Lane Cat E and Standard Lane A, B, C, D, E, and F, as well as the Completed Lane.
- · Performed assessment of projects received for Public Assistance.
- Prepared scopes of work and cost estimates through a national database, RS Means for validation of works completed and works to be completed mostly on Categories B, C, D, E, and F.
- Performed assessments of a few projects received for Public Assistance as well as prepared their scope of works and their cost estimates through RS Means for validation of works completed and works to be completed mostly on Category B, D, and F.
- Special Assignment February 2020-September 2020, PREPA Costing Team, Project #136271, FAASt, FEMA's largest history project. Included estimating costing and validating the utility Substations, Generation, Transmission, Distribution, Buildings, Roads, and Telecommunications/IT categories.
- Completed Lane Special Assignment Project GM #49796. Worked on the Validation of the PREPA utility Cost Estimates. Validation of Force account labor, materials, and equipment.
- Validation of PREPA Large Project Cat B- Completed Lane Project.
- Special Assignment, PR Aqueduct and Sewer Authority Telemetry Estimate. Estimate and Review for Reasonableness.
- Special Assignment Project GM #50010, WIPR Radio and Television Cost Estimates. Includes costing and estimating
 of specialized claims and equipment.
- Special Assignment Projects #89402, 89405, 9905, and 175331 US Virgin Islands Critical Infrastructure projects.
- Analyzed documents received for presentation of Cost Estimates or CEFs (Cost Estimating Format) as needed, depending on the threshold for small or large projects.
- Commenced to learn and work on the new Sensitivity Analysis to be applied above the Federal Share determined by the Agency.
- Performed assessment of Projects, developed their cost estimates utilizing RS Means Software whenever possible,
 and when not in RS Means, searched the internet for National Vendors to suffice the request.
- Developed and reviewed Applicant construction cost estimates using RS Means Software or National Vendors.
- Reviewed and validated Applicant cost estimates to ensure they are accurate, complete, reasonable, and in compliance with guidelines.
- Uploaded all required documents through the Grants Manager for guidelines, laws, regulations, and policies within the development of the Public Assistance Grant.



WORR

- Conducted Peer Review assessment for quality, completion, accuracy, and compliance with guidelines, laws,
 regulations, and policies within the development of the Public Assistance Grant.
- Rendered programmatic determination and guidance interpretation as it applies to federal, state, and tribal laws, policies, regulations, or other directives.
- Utilized excellent customer service and diplomatic resolution skills in all interactions with various stakeholders, headquarters, joint field offices, Field/ Regional/State, Applicant, and PA CRC Staff.
- Contacted the Applicant Program Delivery Managers to better understand missing or conflicting information in the projects in order to better understand and accurately quote their requested needs cost.
- Developed scope of work and cost estimates for complex grant sub-awards in compliance with federal rules.
- Provided expert-level cost-estimating advisory services to different teams in support of FEMA's Public Assistance
 Program.
- Performed technical reviews of damaged facilities, debris removal operations, or special considerations in issues such as mitigation.
- Determined requirements and prepared scopes of work and government cost estimates, applying a broad knowledge of methods and standards to address complexities that require adaptation or modification of precedents.
- Assisted in the eligibility analysis, scoping, costing, and reviewing of critical infrastructure projects in the Energy,
 Water, and Telecommunications Sectors.
- Assisted PDMGs when required in the Damage Description and Dimensions.
- Assisted when extensive damages or facilities require the use of codes, standards, and regulations, along with Hazard Mitigation Assessments when required.
- Used the DDD to develop Scopes of Work (SOW) and Cost Estimates/Summaries as in COVID-19 Pandemic projects.
- Validated Applicant-provided/developed SOW and Cost Estimates/ Summaries as required.
- Met with the PDMG's in discussing any concerns with the damages reported.
- Effectively communicated with the Lane Manager, TFL, and Delegates regarding priorities and projects of high importance to be completed in a timely manner.
- Participated, reported, and collaborated in the daily Huddle Board, as well as participating in every FEMA All Hands
 Meeting and Agency initiatives.
- Performed estimating and costing of projects assigned to the various disasters DRs, as well as preparing Request for Information when needed to complete the projects.
- Performed Estimating and scoping projects that present possible eligibility issues and proposed the Determination
 Memos for each case based on the applicable policy.
- Most Valuable Player CRC Atlantic Week of 9/21 as PREPA Tiger Team Member of the Tiger team for FAASt PREPA project GM #136271.



WORR

Field/Site Inspector, Tetra Tech | 2018-2019

Included Validation of Inspections and collaborations between applicants, sub-applicants, and FEMA.

Engineering Consultant, Self-Employed | 2014-2019

Served as a Consultant in the areas of Renewable Energy and Telecommunications for private clients.

Professor of Criminal Justice, Inter-American University | 2008-2019

• Taught graduate and undergraduate courses in administrative, Constitutional, Civil and Criminal Law.

Lawyer/Public Notary, Private Practitioner in the Commonwealth of Puerto Rico | 2008-2019

- Worked on cases of property law, foreclosures, government cases, family law, notary public works, contracts, and
 private associations. In the administrative worked on consumer cases (Department of Consumers Affairs of Puerto
 Rico, DACO), Public Service Commission, and the University of Puerto Rico. Participated in evaluation surveys for
 the judiciary branch.
- Private practice required the research of applicable statutes, regulations, and policies regarding the cases in the judiciary, administrative, and mediation venues.
- Worked on consumer affairs cases that required the interpretation and adherence to the statutes, regulations, and policy in Horizontal Property Law.
- Submitted sentence judgment projects to finalize judiciary cases as required in court to determine the applicable laws and rights, as well as oral arguments in defending clients.
- Developed projects and determination judgments at the College of Engineers and Surveyors Ethics Tribunal in determining applicable ethical codes.
- Reviewed all data regarding cases and controversies from clients and stakeholders regarding statutes, regulations, and or policies.
- Researched statutes, regulations, and or policies to develop written and oral recommendations on the various sentence projects and final judgment presentations when required by judges and administrative officials based on research findings.

Various Roles, Puerto Rico Electric Power Authority | 1986-2014

Telecommunications Head | 2013-2014

Telecommunications Superintendent for the South | 2008-2013

Telecommunications Engineer | 1986-2008

- More than 8 years in Program and Project Management in numerous projects, such as private branch exchange, digital microwave system, digital trunk radio system, public branch exchange, digital microwave radio, and overhead pilot ground wire.
- Oversaw the Sub-Division of the Telecommunications Systems of the Puerto Rico Electric Power Authority.





- Supervised the three island-wide departments: construction, maintenance, and operations.
- Supervised the fiber optics transmission and distribution loops.
- Supervised the Superintendents and Engineers as well as administrative personnel of the Telecommunications
 Office at PREPA.
- Advised and recommended hiring, promotions, and other personnel actions.
- · Evaluated 300 employees' performance.
- Planned and managed the budget of the Sub-Division for the fiscal year.
- Justified the recommended expenses for structural and facilities development, construction, and equipment.
- Met with suppliers and signed contracts with Telecommunications providers.
- Participated in committees to evaluate proposals of renewable energy projects auctions for technical projects and ensure that they comply with Telecommunications rulings and policies in state and federal jurisdictions.
- Member of the Smart Grid Project Committee at PREPA.
- Discussed with bargaining union leaders the grievances presented and interpreted the contract and policies between PREPA and the three different bargaining (contracting union) units: UTIER, UEPI, and UITICE.
- Explained findings verbally and written and to a wide range of stakeholders, as well as reports to upper-level
 management in matters of the highest priorities, such as surveys regarding the breakdown of equipment,
 disciplinary investigations, emergency procedures, and response in natural disasters.
- Coordinated with partners in the decision-making process.
- Made written and oral presentations monthly or as required by the Board of Directors of PREPA and/or CEO in matters related to Telecommunications projects and proposals.
- Met with other Heads, stakeholders, contractors, and vendors for projects of build, retrofit, permanent investment, and improvements in the Telecommunications field.
- Met with other Department and Division Heads in the coordination of projects and breakdowns in the operation
 of the Electrical System.
- Developed written products for review and signature of upper management directors related to various events in the Electrical Power Grid.
- Responsible for the reliability, operation, and improvements of communications, including mobile, system control,
 system protection, and wired and wireless communications in normal operation.
- Ensured compliance with the minimum contingency times in equipment breakdowns.
- Oversee the functioning and operation of the Telecommunications Systems of the Puerto Rico Electric Power Authority.
- Planned, coordinated, and supervised technical, administrative, and operational activities in accordance with the
 policies, rules and regulations, procedures, and strategic corporate plans.
- Directed, supervised, and ensured of the development and capacities of the human resources assigned in compliance with policies, contracts, and applicable regulations, observing interpersonal skills and relations with the various personnel.



WOKK WORR

- Visited, supervised, and inspected the different projects to determine progress, compliance, and future actions to complete the goals and objectives and expected results.
- Prepared, wrote, and developed contingency plans before emergency situations and union conflicts that could
 potentially affect the safety, functioning, and services rendered by the Telecommunications Department.
- Administered and controlled the operational budget of the South Telecommunications Department for the different projects assigned, maximizing the utilization of human resources and materials.
- Represented the Division Head as assigned in various committees, auctions, and projects that impacted the needs and necessities to recommend timely services and operations.
- Authorized, approved, and certified reports, payroll, blueprints, construction plans, documents, and statistics
 related to the administrative, technical, and operational processes of the Department.
- Analyzed, studied, and made recommendations to maximize reliability and stability of the Telecommunications
 System. Attend upon request the different administrative and judicial branches in representation of PREPA.
- Determined the priorities of the maintenance programs, looking to maximize efforts and recommend and establish more agile systems.
- Assigned and supervised teams of employees to evaluate and repair any system failure or malfunction.
- Informed in written and oral formats the irregularities and actions taken to solve problems and breakdowns to upper management.
- Prepared written reports regarding administrative, personnel, bargaining units, and technical issues reviews. Deal with the different bargaining units' representatives concerning disciplinary cases or controversies with employees.
- Prepared and approved purchase orders when needed. Supervise a group of Senior Engineers, administrative and maintenance engineers, and personnel. Ex Officio Member of the Health and Safety Committee.
- Worked with the different stakeholders as well as clients in the operation of the Electrical System Telecommunications Networks.
- Supervised, planned, cost, and estimated the various day-to-day faults and system operational events of the Electrical Grid in Telecommunications and Telemetry.
- Procured parts, software, and hardware for the different equipment.
- Supervised employees and supervisors and observed the various federal, local, and utility rules and regulations regarding Health and Safety.

REFERENCES

Ing. Faustino Gonzalez Quiles, Presidente del Colegio de Ingenieros y Agrimensores de Puerto Rico, 787-412-2516, fgonzalezquiles@gmail.com

Agr. Carlos Fournier, Vice Presidente del Colegio de Ingenieros y Agrimensores de Puerto Rico, 787-548-1461, carlosgma@hotmail.com

Ing. Doel Muniz, 787-387-9039, doelmuniz@gmail.com



WOKK WORR



Complaints & Reconsiderations Coordinator

More than 10 years of experience in business and customer relations.

10+ YEARS

EXPERIENCE IN BUSINESS AND CUSTOMER RELATIONS





EXPERTISE

- ► Customer Relations
- **▶** Communication
- Marketing
- **▶** Business Administration

EDUCATION

BBA, Marketing
 Administration University of
 Puerto Rico, 2004

PROFESSIONAL QUALIFICATIONS

Ms. Medina offers more than 10 years of experience in business and customer relations in the fields of Case Management, Sales, Marketing and Health Industry. As a Case Manager, she is experienced with handling complaints and providing excellent service to applicants. She ensures that applicant complaints are resolved in a timely manner and are properly mitigated.

EXPERIENCE

Case Manager, Team Lead, IEM | 2022-Present

- Team Lead in charge of assisting with the coordination of the Intake Center tasks, in relation to Applicants from the Puerto Rico Department of Housing's Home Repair, Reconstruction, or Relocation (R3) Program.
- Provides support with the coordination of outreach community events and mobile units.
- Case Management with experience processing Eligibility, Annual Income Review, Award Coordination Meetings, Award Packages, and Proprietary Interest Determination.
- Provides customer service and maintains a positive, empathetic, and professional attitude at all times.
- Responsible for the Eligibility, Relocation Advisory Services, and Closeout for the Uniform Relocation Assistance (URA).
- Extensive knowledge and implementation of the CBDG-DR and CBDG-MIT Funds and Program Guidelines.

Administrator and Medical Equipment Buyer, Policlinica Familia Shalom | 2021-2022

• Managed a Health Services Institution with over 50 employees to supervise.

- Responsible for the recruitment and training of healthcare professionals that provided services to patients seeking medical services.
- Performed evaluations of personnel to ensure quality service to patients.
- Managed and resolved complaints from patients in relation to the healthcare services provided on the clinic.
- Responsible for purchasing the necessary medical equipment and materials for the Emergency Room, Clinic Laboratory, and Radiology departments to ensure medical services are adequately provided.
- Mentored and trained new employees for all departments of the clinic to ensure quality of services.
- Collaborated with peers and cross-functional partners on events, company strategies, and business reviews as needed to ensure success.
- Actively participated in the Performance Management and Career Development process.
- Performed performance evaluations.

District Sales Manager, Avon Company | 2013 -2021

- Deployed methods, strategies and processes to achieve company targets, build and maintain customer relationships and ensure high quality of services.
- Lead, mentor, and motivate the sales team, ensuring they excel in customer engagement and relationship management.
- Established and maintained strong client relationships to drive repeat business and referrals.
- Collaborate with cross-functional teams to ensure seamless communication and exceptional service delivery to customers.
- Responsible for the recruitment and training of sales force to ensure quality of services to customers.
- Conduct regular performance evaluations, provide constructive feedback, and support the professional development of team members.
- Managed and resolved customer complaints in relation to services provided by the sales force.
- Planned, presented, and executed strategies that directed and supported Representatives in building a solid customer base to drive sales and support team building.
- Monitor sales activities, analyze sales data, and generate reports to track progress towards goals and identify areas for improvement.
- Cultivate a positive and collaborative work environment that promotes teamwork and customer-centric
 approaches.
- Designed the strategic planning on an annual, quarterly, and biweekly form based on the Key Performance Indicators. Progress was presented through weekly reports and planning was restructured based on results.
- Responsible for identifying growth opportunities and creating and presenting strategies and actionable plans to grow and develop the assigned territory.
- Implement effective training programs for the sales team to enhance their customer service skills and product knowledge.





- One-on-one business planning sessions, in-field training, workshops, team meetings, virtual and in-person sessions, and events for the development and growth of the business.
- Developed talent, building strong business relations, providing constant product education, in a motivated environment.
- Identified market growth opportunities, offered solutions, negotiated with the Financial Department, and provided an optimal service, aligned with the Company's policy.
- Managed social media, creation of content, customer engagement, creation and distribution of marketing promotional material, and marketing activities.

REFERENCES

Lic. Vivian Feliciano- Policlínica Familiar Shalom Director, 939-312-1011, cmca.resume@gmail.com

Bárbara Canals, Supervisor, 787-235-0526, bcanalscmp@rehace.org

Ana Freire, Supervisor, 787-617-7207, ana.freirerodz@gmail.com







Environmental Manager

Ms. Bahlinger has performed numerous environmental assessments and reviews to ensure federal compliance for projects located across the United States.

14+ YEARS

EXPERIENCE IN
ENVIRONMENTAL ASSESSMENTS
& EMERGENCY MANAGEMENT



EXPERTISE

- ► Environmental Assessment
- CDBG-DR Programs
- ▶ Tier Reviews
- ▶ Quality Control

EDUCATION

- M.S., Plant Environmental
 Management & Soil Services,
 Louisiana State University, 2011
- B.S., Environmental
 Management Systems,
 Louisiana State University, 2008

PROFESSIONAL QUALIFICATIONS

Ms. Bahlinger has 14 years of experience with environmental management systems, disaster recovery, environmental assessment, sustainable agriculture, Hazardous Waste Operations and Emergency Response (HAZWOPER), HUD, and the National Environmental Policy Act (NEPA). She performs oversight of environmental assessments and reviews to ensure compliance with HUD, FEMA, and other relevant rules and regulations. She has managed and coordinated environmental review processes, including preparation of review processes and documentation, management of environmental reviews, and management of environmental review staff. Ms. Bahlinger has performed oversight of numerous environmental assessments and reviews including Categorical Exclusions (both subject to § 58.5. and not subject to § 58.5.) and Environmental Assessments to ensure federal compliance for several projects including for Louisiana, New Jersey, Mississippi Development Authority and the Texas General Land Office (GLO).

EXPERIENCE

Environmental Review Lead, IEM | 2017-Present

Puerto Rico Repair, Reconstruction and Relocation Program | 2021 - Present

- Reviews environmental review documents to ensure compliance with HUD requirements.
- Communicates requirements to team members to ensure environmental conditions are understood and carried out appropriately.

Rebuild Florida Housing Repair Program | 2020-Present

 Provides subject matter expertise regarding HUD's NEPA environmental review process and manages the production of Tier II site specific reviews.



Manages subcontractor performance and adherence to contract requirements and coordinates resolution to critical
path obstacles within the review process.

Texas General Land Office Hurricane Harvey Homeowner Assistance Program | 2019-Present

- Provides subject matter expertise regarding HUD's NEPA environmental review process and manages the production of Tier II site specific reviews.
- Manages subcontractor performance and adherence to contract requirements and coordinates resolution to critical
 path obstacles within the review process.

ReBuild NC | 2018-2019

- Provided subject matter expertise regarding HUD's NEPA environmental review process and managed the production of Tier I reviews, Tier II site-specific reviews and infrastructure project environmental reviews.
- Managed subcontractor performance and adherence to contract requirements and coordinated resolution to critical path obstacles within the review process.

Restore Louisiana | 2017-2018

- Provided subject matter expertise regarding HUD's NEPA environmental review process and managed the production of Tier II site-specific reviews.
- Managed subcontractor performance and adherence to contract requirements and coordinated resolution to critical path obstacles within the review process.

Environmental Scientist, AECOM | 2009-2017

Lead of Environmental Delivery, Texas General Land Office Disaster Recovery Programs | 2012-2017

- Drove timely and accurate preparation of the environmental assessment review process including preparation of review processes and documentation, management of environmental reviews, and management of environmental review staff.
- Performed quality control oversight.

Disaster Recovery Programs | 2009-2017

- Led preparation of HUD and NEPA compliant environmental assessments, tiered reviews, site-specific reviews for Programs in Mississippi, Texas, and New Jersey.
- Managed and coordinated environmental review process.
- Performed ecological assessment of potential action sites including wetlands and endangered species site
 assessments.
- Served as documents management lead on the Louisiana Shelter at Home Program.





Lead Coordinator, Neighborhood Home Program, Mississippi Development Authority | 2009-2016

- Drove timely and accurate preparation of initial phase of the NEPA compliant environmental assessment review process.
- · Directed team activities for efficient step completion.

Water Quality Planning and Permitting | 2009-2010

- Supported client needs related to permitting and water quality management compliance and reporting.
- Reviewed and interpreted applicable regulations for Louisiana Pollutant Discharge Elimination System/National
 Pollutant Discharge Elimination System (LPDES/NPDES) submittals.

Environmental Intern, ENVIRON Corp, Environmental Consulting | 2008-2009

Participated on project teams involved in solid waste permitting and air permitting.

REFERENCES

Reference: Carlos J. Ruiz Acevedo, PE, Program Manager, 787-473-2247, Carlos.ruiz@iempr.net

Reference: Mark "Tony" Murray, Environmental Program Manager, 850-717-8439, Mark.Murray@commerce.fl.gov

Reference: Jon Mabry, Vice President of Disaster Recovery, 601-953-4562, Jon.mabry@iem.com





B. COMMUNITY ENERGY AND WATER RESILIENCE INSTALLATIONS PROGRAM

KEY STAFF, PROJECT STAFF, AND SPECIAL SERVICES

The successful completion of the CEWRI Program relies on not only a solid work approach, but also the ability to put qualified and experienced staff in place to see that approach through. PRDOH will look beyond the key staff a firm can highlight, seeking a partner with the recruiting capacity and established technical bench necessary to meet program needs. IEM brings talented professionals to PRDOH CEWRI program with a history of delivery. Our team offers a bench of highly qualified staff that is immediately available to help advance the PRDOH'S efforts to deliver energy improvement the homes and affected homeowners who have been recipients of Rehabilitation, Reconstruction, or New Construction under the Repair, Reconstruction, or Relocation Program (R3 Program).





Position	Degree	Experience	Based	Highlights
Program Manager Magaly Maldonado	B.S., Public Communication, University of Puerto Rico, 1992	5+ years (federally funded PM)	Puerto Rico	Works with PR recovery for 6+ years, knowledgeable in federal, state, local, and CDBG policies, requirements, and procedures, and regulatory and statutory compliance requirements
				Directed team of 30 professionals to repair, reconstruction, and rehabilitation of 6000+ homes in PR
				Coordinates with Local Government leaders
				Controls deadlines, budgets, and other housing rehabilitation activities.
Operations Manager Edgardo Maldonado	M.S., Architecture University of Puer- to Rico, 2010	5+ years project/ program manage- ment	Puerto Rico	Provides visionary leadership and strate- gic direction resulting in the completion of over 300 homes under the Hurricane Maria OOR Program.
	B.S., Environmental Design University of Puerto Rico			Coordinates efforts for a pilot program to install renewable energy systems including PVS and BSS in low-income households with Electri International.
	Coordinates pilot program to install PVSs and BSSs in Puerto Rico, 2008			Developed comprehensive project plans, including scope, schedules, and budgets ensuring adherence to project goals.
				Conducted regular site visits to monitor progress, enforce safety protocols, and maintain quality control.

1 check = meets expectations; 2 checks = exceeds expectations

Position	Degree	Experience	Based	Highlights
Complaints and Reconsiderations Coordinator Misael Gill	Partial course- work completed towards B.S., Computer Science, Interamerican University	5 years in customer relations position and excellent communication skills with applicants	Puerto Rico	Supervisor for IEM's customer calls for the PR Homeowners Assistance Fund Program (HAF) and the R3 Program Managed escalated customer concerns, demonstrating effective problem-solving and conflict-resolution skills Investigated customer complaints and non-conformance issues.
Safety Officer Edwin Collazo	Industry training and certifications: OSHA 30 Hours Training Certification OSHA 500 Construction Outreach Trainer 10hr/30hr	3 years as safety officer in construction projects	Puerto Rico	Construction Project Safety Manager for energy projects Planned and implemented safety policies and procedures in compliance with international, local, and state laws, and with agencies such as DOT, NFPA, NEC, EPA organizations on site and with sub-contractors Served as the Hurricane Maria Disaster Recovery EHS - SSHO Manager with 8 subordinates covering all of Puerto Rico, Orientation, Training, and Auditing of over 100 subcontractors installing the Blue Roofs (Tarps).
Environmental Manager Dorilee Torres	B.S., Environmental Engineering Poly- technic University of Puerto Rico, 2012	3 years in tiered CDBG environ- mental reviews	Puerto Rico	NEPA compliance and tiered environmental reviews for CDBG-funded activities, including analysis of CFR Title 24. Coordinates with the applicant/sub-applicant, on environmental and Environmental and Historic Preservation (EHP) staff Support Irma and Maria in Puerto Rico, coordinating with Federal Agencies to streamline environmental and historic review compliance, promoting interagency coordination and frontloading environmental and historic preservation

1 check = meets expectations; 2 checks = exceeds expectations

information into projects

IEM's Program Manager for Scope of Work 1-B is Ms. Magaly Maldonado. She has 26 years of Federally Funded Program Management and Government Administration experience and four years in the private sector including experience in Management, Public Policy, Contracting, Project Management, Program Management, Economic Development, Housing, Federal Programs, Emergency Management, Community Outreach, Human Resources and Budget Control. Through her many years and experience in emergency management, she has gained a deep understanding of Federally Funded Programs which she frequently puts into practice through her work at IEM overseeing program activities and contracts to ensure compliance with regulations.

Ms. Maldonado will be supported by **Operations Manager, Edgardo Maldonado**. Mr. Maldonado is a dedicated and results-driven **Architect and Project Manager with over 10 years of experience in planning, executing, and overseeing a wide range of projects**. He is adept at coordinating cross-functional teams, managing project budgets, and ensuring on-time delivery of high-quality projects.

KR

WORR

Mr. Edwin Collazo, who will serve as a Safety Officer for PRDOH CEWRI Scope B, has a well-rounded career with over 15 years in safety providing QEHS administrations to various large-scale projects nationally and in Puerto Rico. His projects include heavy civil infrastructures, Light & Heavy Rail Construction, Tunnels, marine facilities and in the industrial industry such as pharmaceutical facilities, Energy Transmission systems. Mr. Collazo previously worked as a Construction Project Safety Manager for Fieldcore/GE where he planned and implemented safety policies and procedures in compliance with international, local, and state laws, and with agencies such as DOT, NFPA, NEC, EPA organizations on site and with sub-contractors to detect existing or potential accident and health hazards to determine corrective or preventative measures where indicated and followed up to ensure measures had been implemented.

IEM's Complaints & Reconsiderations Coordinator, Mr. Misael Gil has over 19 years of experience in customer service including management, Mr. Misael will serve as a Complaints & Reconsiderations Coordinator bringing his problem-solving and communication skills to the program. Mr. Gil's experience includes serving as a Call Center Supervisor for the HAF and R3 Program in Puerto Rico where he coordinated customer complaints and resolutions as well as a Senior Operations Supervisor for Commsense where he was responsible for administrative and clerical activities, writing reports and evaluating employee performance as well as monitored calls and issues while documenting corrective issues.

The team is rounded out with Environmental Manager, Dorilee Torres. Ms. Torres has over a decade of experience in environmental engineering and environmental and historical preservation. At IEM, Ms. Torres works as an EHP & Mitigation Specialist frequently performing research, screenings, and preliminary and formal consultations to inform scoping discussions, application development and review, grant/sub-grant management, and environmental and regulatory compliance decisions for projects. Her prior experience includes working as an EHP subject matter expert at FEMA. She has developed tiered environmental reviews for CDBG-funded activities between Federal Agencies, including the analysis of the CFR Title 24 Housing and Urban Development.

ADDITIONAL STAFF

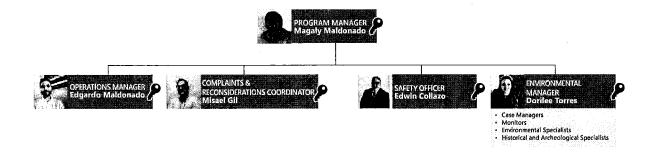
IEM has the ability to scale up or down operations as dictated by Program needs. IEM's approach has always been to maintain staff levels to meet the expected production pace of the Program and maintain the ability to surge specific areas of the program depending on program and client's requirements/needs. IEM has maintained a considerable pool of highly qualified and well-trained Case Managers in the Puerto Rico R3 Housing Program and Homeowner Assistance Fund (HAF) Program. The HAF Program is recently completed and the R3 program is winding down providing IEM with a bench of seasoned case managers. These case managers are well versed on communicating with applicants, intake and eligibility processing, duplication of benefits analysis, applicant notification procedures, and PRDOH's system of record (Canopy). The timing of the procurement allows IEM to continue employing Case Managers for similar activities performed in the Puerto Rico R3 and HAF Programs.





In addition to Case Managers, IEM will utilize **MD Engineers, Flexible and Integrated Technical Services and TSG** to provide Monitors that are licensed engineers with a deep knowledge of PVS and BSS systems. Having these subcontractors will allow IEM more than enough capacity to geographically bundle assignments by region providing for a fast moving and quality process. Our Partner **AG Environmental** along with IEM will provide environmental specialists and historical and archaeological specialist. This team has successfully managed and performed environmental reviews in four States and Puerto Rico having performed over 50,000 tiered environmental reviews. Our Historical and Archeological Specialist have experience in Puerto Rico and meet the National Park Services Secretary of Interiors Professional Qualifications Standards. **McCloskey & Bonnin Valuation Group** has extensive experience providing property appraisals for Puerto Rico.

ORGANIZATIONAL CHART



PROPOSED TEAM AND CAPACITY

Maintaining a consistent level of service is critical to the success of the CEWRI program. Frequent staffing changes or an overreliance on part-time staff committed to multiple projects may dilute the level of expertise across the project team. Such dilution could result in decreased efficiencies and increased rates of errors. As such, PRDOH expects a high level of commitment from the staff assigned to the CEWRI Program, especially for key personnel. By maintaining this high level of commitment, PRDOH will have a team of professionals who are knowledgeable and skilled in executing key tasks.

IEM is acutely aware of PRDOH's concerns in this area, and we are fully committed to providing full time staff in support of this effort. Our key personnel will be 100 percent committed to the CEWRI contract, as will

our team leads. We believe this approach will allow us to foster deep knowledge and understanding of the needs of CEWRI applicants and PRDOH stakeholders, increasing the overall efficiency of our performance. PRDOH will then be able to use more of its grant funding to the benefit of Puerto Rico residents and less on administrative overhead.

In the chart below, we demonstrate the availability and level of commitment of our key personnel. We have noted the project where our key personnel are currently committed and repeat our intention to ensure the listed key staff will be 100 percent committed to the CEWRI contract should IEM be given an award.

Name/Role	Location	Current Commitments	Availability
Magaly Maldonado Program Manager	Puerto Rico	No Concurrent Commitments	100%
Edgardo Carreras Operations Manager	Puerto Rico	No Concurrent Commitments	100%
Edwin Collazo Safety Officer	Puerto Rico	No Concurrent Commitments	100%
Misael Gil Complaints & Reconsid- erations Coordinator	Puerto Rico	No Concurrent Commitments	100%
Dorilee Torres Environmental Manager	Puerto Rico	No Concurrent Commitments	100%





RESUMES

IEM is proud to provide the following resumes for all key personnel.



Magaly III. Malisonado Vazarez

Totalestatt, andkiedenskap Menterati program indiagene in Siegat viss and 19 Se programarjan Billerinoste, 1986, SR 1994e. 1914 - Holdf (Holg) Palific Assistantiae

26+ YEARS

EXPERIENCE IN FEDERALLY
FUNDED PROGRAM
MANAGEMENT





EXPERTISE

- ► CDBG-DR/CDBG-MIT
- Regulatory and Statutory Compliance
- ▶ Program Management

EDUCATION

B.S., Public Communication,
 University of Puerto Rico

CERTIFICATION & TRAINING

- HUD HQS Inspection Certificate (Harrison Consulting)
- Project Management Principles
 Training (SNC Lavalin)

PROFESSIONAL QUALIFICATIONS

Ms. Maldonado has 26 years of Federally Funded Program Management and Government Administration experience and four years in the private sector including experience in Management, Public Policy, Contracting, Project Management, Program Management, Economic Development, Housing, Federal Programs, Emergency Management, Community Outreach, Human Resources and Budget Control. She has local, state, and federal government program management experience and proficiency in CDBG-DR, CDBG-MIT, HOME, FEMA Public Assistance, working with directives, policies, regulations, procedures, methods, and civil rights laws such as but not limited to National Security Strategy, Recovery Support Functions, National Response Framework and National Disaster Recovery Framework. As a previous Federal Funds and Planning Director and Director of the Federal Housing Program Section 8 in Puerto Rico, Ms. Maldonado understands what goes into Federally Funded Programs.

EXPERIENCE

Various Roles, IEM | 2021-Present

Regulatory Compliance Officer | 2023-Present

- Monitors program activities and contracts to validate compliance with CDBG-MIT program policies, including applicable federal, commonwealth and local regulations.
- Develops work plan to monitor subrecipients compliance with CDBG-MIT program policies, standards, and procedures.
- Provides necessary guidance, technical assistance, and training to internal staff and subrecipients to enforce compliance with the most current version of policies, regulations, and standards for CDBG-MIT Programs.

- Prepare necessary documentation and reports to communicate subrecipients CDBG-MIT program compliance performance and status of any compliance issues.
- Maintains awareness and knowledge of most recent federal and local compliance requirements that may apply to Program.
- Supervises and collaborates with Outreach and Public Relations Coordinator and the Program Coordinator.

Grant Management Specialist III | 2021-2023

- LUMA Large Project Emergency Construction Team.
- Supported for critical reporting information. Reviewing and evaluating documentation for federal reimbursement eligibility. (Hurricane Fiona).
- · Worked with documentation and payroll submission for the Finance's Department Emergency process.
- Created RFR's and answered RFI's for federal reimbursement (Hurricane Maria).

Senior Emergency Manager | 2021

- Senior Emergency Manager for the Office of Crisis Management of LUMA Energy.
- Coordinated the creation of the Project Management Plan.
- Guided the development of needed documentation with the LUMA staff.
- Verified that the Emergency Management Plan complied with all Federal and State regulations.
- · Lead meetings with LUMA executives to follow up on emergency tasks development.
- Training and drills for LUMA's EOC staff on emergency management procedures.

Grant Management Specialist III | 2021

- Deployed to Illinois Emergency Management Agency Mass Vaccination Project as Public Information Officer (PIO).
- Liaison between State Agency and Community Partners and contacting officials from Health Department and Emergency Managers to identify locations and schedule site surveys of possible vaccination sites.
- Monitored the compliance of actions on the COVID-19 vaccination coordination process with federal rules and regulations.
- Evaluated performance at sites in action to confirm that compliance policies were met.

Deputy Program Manager, Hurricane Maria CDBG-DR Program Management Services, Atkins Global | 2019-2021

- Program and grants management for Puerto Rico_{*}CDBG-DR program that is funded through U.S. Department of Housing as part of Hurricane Maria Recovery.
- Provided direct support to the Program Manager by formulating, organizing, and monitoring the overall performance of the project.
- Directed a team of 30 professionals and supervisors by deciding suitable strategies and objectives related to the
 repair, reconstruction, and rehabilitation of over six thousand applications geographically dispersed in Puerto Rico.





- Coordinated cross-project activities with Local Government political figures and leaders related to housing repair
 or reconstruction activities within their Municipalities.
- Lead and developed control deadlines, budgets, and other housing rehabilitation activities.
- Represented the Company in meetings with our client and the Grant Manager Program Manager, resolved program issues, prepared, and reviewed reports to the PRDOH.
- Transcribed, reviewed, and approved all Program Standard Operating Procedures.
- CDBG-DR R3 Program Compliance Staff Training (August 2019)

Federal Funds and Planning Director, Office of Planning and Federal Funds Administration, Municipality of Bayamon | 2017-2019

- Managed budget for Local, State, and Federal funds such as, but not limited to HUD, FEMA, USDA, FTA, and other
 agencies.
- Directed and oversaw the development and transcription of the Comprehensive Action Plan Evaluation Report (CAPER) and prepared the five (5) year Consolidated Action Plan for the CDBG program.
- Represented the Mayor in State/Federal Agencies as the main point of contact, outreach spokesperson, and federal review coordinator between the Municipality/State and Federal Area and Regional Offices.
- Performed interagency coordination and transcribed mutual-agreement documents to streamline compliance with State/Federal Laws.
- Evaluated over 300 repair, reconstruction, and rehabilitation activities of public and private non-profit facilities that required extensive rehabilitation or had been damaged during Hurricanes Irma and Maria.
- Supervised and oversaw a diverse workforce of over 13 employees and oversaw other administrative areas within the Municipality.
- In charge of the review of FEMA Public Assistance (category A & B) program eligibility, debris operations, documenting disaster damage and developing project files and reviewing Project Work Sheets of debris, labor costs, and construction/maintenance by providing supervision and leadership to other City departments and professional staff, to request and receive reimbursements.
- Directed and administered federal funding from programs of the Department of Housing Urban Development (CDBG, HOME, ESG). These funds are over \$4.7 million dollars of entitlement monies.
- Drafted and reviewed all the City's grant applications and proposals by ensuring all application components were
 in files such as, but not limited to: SF-424, Application for Federal Assistance; SF-424A, Budget data for nonconstruction programs; SF 424B, Assurances, Application Certifications, and any program-specific requirements.
- Transcribed, reviewed, and performed analysis regarding Hurricane Irma and Maria reports for FEMA, GAR/COR3,
 HUD, and other federal agencies for funding of disaster recovery monies.-
- Represented the Mayor in various Public Forums, Media Outlets, and in State/Federal Agencies as the main point
 of contact, outreach spokesperson and federal review coordinator between the Municipality/State and Federal Area
 Offices.







- Performed interagency coordination and transcribed mutual-agreement documents to streamline compliance with State/Federal Laws.
- Evaluated over 200 repair, reconstruction, and rehabilitation activities of public and private non-profit facilities that
 required extensive rehabilitation or had been damaged during presidentially declared disasters (Hurricanes Irma
 and Maria).

City Manager, Vice Mayor, Municipality of Florida, PR | 2013-2017

- Oversaw the preparation and registration of contracts in the Office of the Comptroller of Puerto Rico, responsible
 for the review of contracts and agreements of state agencies with the Municipality, prior to the signature of the
 Executive.
- In charge of financial and program management work with emphasis on budgeting, financial compliance, and fiscal
 control on the Municipalities Finances, Federal Programs, Community Development Block Grant (CDBG), Home
 Investment Partnership Grant (HOME), Disaster Recovery Grant, Housing Assistance, and other related federal
 funds.
- Analyzed budget plans to ensure funds were spent-down efficiently and in-line with terms and agreements.
- Served as a resource by referencing Federal compliance laws, policies, and procedures when communicating with stakeholders.
- President of the Auction Board. Developed, and transcribed publication of announcements regulated by the State such as: announcements of General Auctions, Federal Projects, Ordinances, and/or Municipal Resolutions.
- Drafted State and Federal grant proposals, and prepared communications for State, Federal, and Municipal agencies.
- Prepared resolutions and ordinances of the Executive, to be considered by the Municipal Legislature.
- Complied with the State Elections Commission for the Control of Media Expenses.
- Provided key operational support and mentoring to the Mayoral office, including office management, public relations, and media reporting.
- Completed projects, evaluations, reports, and recommendations for compatibility with organizational goals, guidelines, and effectiveness in achieving intended objectives.
- Performed on-site monitoring with a variety of state, local officials affected citizens, and other interested parties.
- Prepared monitoring strategies, reports regarding findings and areas of noncompliance, described contributing
 factors causing discrepancies, and recommended changes, and corrective actions to address deficiencies and
 improve the quality of program operations.

Director of the Federal Housing Program Section 8, Municipality of Manatí | 2007-2013

 Directed programs that received Federal funds under the HUD Section 8 program for the benefit of low or moderate-income people. Such as: Section 8 Subsidized Housing Program, Housing Opportunities for People with AIDS (HOPWA).





- Program manager for various HUD programs in charge of directing and overseeing personnel, financial compliance, and fiscal control on Community Development Block Grant (CDBG), Home Investment Partnership Grant (HOME), Housing Assistance and other related federal funds.
- Accountable for the management and administration of housing vouchers, submitting all program reports complying with both federal and state laws and regulations.
- Prepared the Section Eight Management Assessment Program (SEMAP), which measures the performance of public housing agencies and the necessary documentation for Federal and State audits and monitoring.

Director Department of Economic & Community Development, Municipality of Vega Baja, PR | 2005-2007

- Directed and managed all programs that received federal funds for the benefit of people with low or moderate incomes.
- Performed as the program manager for Section 8 Subsidized Housing Programs, Housing Opportunities for People with AIDS (HOPWA), Moderate Rehabilitation, Supportive Housing Program (SHP), CDBG, FTA, EDA, Loan Program for small merchants.
- Transcribed and developed all the necessary documentation for the operation and monitoring of the federal programs under her direction and program management.
- President of the Auction Board. Drafted publication of announcements regulated by the State such as announcements of General Auctions, Federal Projects, Ordinances and/or Municipal Resolutions.

Special Assistant, Office of Federal Affairs and External Resources, Municipality of San Juan | 2004-2005

- Prepared, drafted, and administered proposals for Community Oriented Policing Services (COPS), Homeland
 Security, Local Law Enforcement Program (LLEP), Program Safe Neighborhoods (PSN).
- Performed as the program manager in charge of the proper use of the allocated budget and drafting proposals such as: Section 8, Federal Transit Administration (FTA), Community Development Block Grant (CDBG) and ensured compliance with state and federal regulations and laws.

REFERENCES

Ramon Luis Rivera, Mayor of the Municipality of Bayamon, 787-780-8447/787-780-2586, oabayamon@yahoo.com

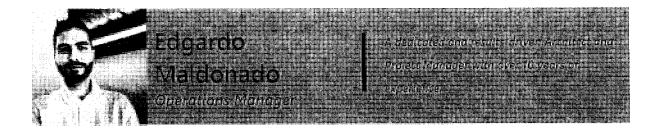
Charlie Axton, Manager State and Local Disaster Response and Recovery, 206-550-7180, charlie.axton@iem.com

Jesús López Díaz, Esq, MS, PLS, Infra-Mit Program Manager, 787-501-5730, jesus.lopez@iempr.net

José E. Gerena Polanco, Mayor of the Municipality of Florida, 787-232-0101, jgerenapolanco@yahoo.com







10+ YEARS

EXPERIENCE IN PLANNING AND PROJECT MANAGEMENT





EXPERTISE

- ► Project Management
- ▶ PVS & BSS Systems
- ► Financial Management
- Safety and Quality Assurance
- Construction Planning &
 Scheduling
- Renewable EnergyTechnologies

EDUCATION

- M.S., Architecture, University of Puerto Rico, 2010
- B.S., Environmental Design,
 University of Puerto Rico, 2008

CERTIFICATION & TRAINING

- Project ManagementProfessional (PMP)
- ▶ Licensed Architect #20456
- AIA Safety Assessment Program

PROFESSIONAL QUALIFICATIONS

Mr. Maldonado is a dedicated and results-driven Architect and Project Manager with over 10 years of experience in planning, executing, and overseeing a wide range of projects. He is adept at coordinating cross-functional teams, managing project budgets, and ensuring on-time delivery of high-quality projects.

EXPERIENCE

Various Roles, SBP, Inc. | 2019-Present

Executive Director | 2019-Present

- Provides visionary leadership and strategic direction resulting in the completion of over 300 homes under the Hurricane Maria OOR Program.
- Leads a team of 40 staff and AmeriCorps members fostering a culture of collaboration and excellence resulting in improved employee retention rates.
- Manages a \$2-3.5 million-dollar budget per year ensuring compliance with financial regulations and accountability to stakeholders.
- Develops and executes fundraising strategies and grant proposals securing over \$2 million in grants, donations, and sponsorships annually.
- Collaborates with the National Leadership to set organizational goals, track performance metrics, and report progress regularly.
- Coordinates efforts for a pilot program to install renewable energy systems including PVS and BSS in low-income households with Electri International.

Project Manager | 2018-2019

- Managed a portfolio of 60 construction projects overseeing all aspects from initiation to closeout with 90% within budget and ahead of schedule.
- Developed comprehensive project plans, including scope, schedules, and budgets ensuring adherence to project goals.

- Conducted regular site visits to monitor progress, enforce safety protocols, and maintain quality control.
- Communicated project status, risks, and changes to stakeholders, including clients and senior management to ensure transparency.
- Led project teams, provided guidance to AmeriCorps Project Leads, and resolved conflicts effectively, resulting in a motivated and high-performing project team.

Project Architect, Designers & Contractors TC | 2014-2018

- Lead architectural design and planning efforts for a diverse range of projects, including commercial, residential, and institutional.
- Developed detailed project proposals, including conceptual designs, floor plans, elevations, and 3D renderings for client presentations and approvals.
- Oversaw project teams providing guidance to junior designers and collaborating with engineers and contractors to ensure project success.
- Managed project budgets, procurement of materials, and construction administration consistently delivering projects on time and within budget.
- Conducted regular site visits to ensure adherence to design intent, quality control, and compliance with local building codes and regulations.

Junior Architect, Cocero Cordero Architects | 2011-2014

- Played a key role in the design and development of various architectural projects, including residential, commercial,
 and institutional with renewable energy including PPV and water catchment systems.
- Collaborated with project architects to develop detailed design concepts, sketches, and construction drawings.
- Conducted feasibility studies and site analysis to inform design decisions, ensuring optimal space utilization and functionality.
- Assisted in project management tasks, including budgeting and scheduling.

REFERENCES

Thomas Corley, Chief Recovery Officer, SBP, 860-878-2413, tcorley@sbpusa.org

Vanessa Estrada, Architect, 939-226-3703, vnestrada@gmail.com

Ernesto Cabrera, President, Designers & Contractors TC, 787-313-3223, tito.cabrera1@gmail.com



WOKK WORR



Edwin Collazo Safety Officer alen aktyonissin sah serimanalan 9600. Kabunathandan kanyan milan dan desimberapan Palenterberana menarakentika

15+ YEARS

EXPERIENCE IN CONSTRUCTION SAFETY





EXPERTISE

- ▶ Safety Guidelines
- ▶ Disaster Recovery
- ▶ Rail Construction
- ▶ Civil Infrastructure
- Safety Guideline

EXPERTISE

- OSHA 30 Hours Training
 Certification
- Site Safety Supervisor 40 hour(29 CFR 1910.120(a) (3))
- ► HAZWOPER Site Supervisor 8 hours (29 CFR 1910.120(e) (4))
- Confine Space Entry and Competent Person (29 CFR 1910.146(b))
- Excavation Competent Person (29 CFR 1926.650(b))
- OSHA 500 Construction
 Outreach Trainer 10hr/30hr

PROFESSIONAL QUALIFICATIONS

Mr. Collazo's well-rounded career includes, over 15 years in safety providing QEHS administrations to various large-scale projects nationally and in Puerto Rico. His projects include heavy civil infrastructures, Light & Heavy Rail Construction, Tunnels, marine facilities and in the industrial industry such as pharmaceutical facilities, Energy Transmission systems. Mr. Collazo has experience with CCIP/ OCIP programs with design build projects from 3 million to \$500 million and experience with developing HSE, PSM programs to ensure a safe, healthy, and accident-free work environment. Mr. Collazo plans and implements safety policies and procedures in compliance with the local, state, and federal Occupational Safety and Health Administration (OSHA), MSHA, USACE, EM 385.1.1, FRA, FTA, DOT, EPA, RCRA, DHS and other regulatory agencies. He planned and implemented PSM / GMP programs to train managers and employees in work site safety practices, fire prevention and correct handling techniques for chemicals, equipment, and other materials. He has audited organization's facilities to detect existing or potential accident and health hazards, determined corrective or preventative measures were indicated, and followed up to ensure measures have been implemented. He provided information of potential and actual safety hazards to prevent hazardous conditions, led the investigation of accidents and injuries and prepared material and evidence for use in an investigation.

EXPERIENCE

Senior Disaster Recovery Specialist, IEM | 2022-Present

 Plans, directs, and manages the emergency management and business continuity functions to ensure appropriate EOC operations, risk assessment, mitigation activities, and contingency planning of a Power Utilities Company.

- Establishes programs to ensure compliance with all emergency management and business continuity regulatory and accreditation standards for EOC.
- Responsible for program development and operational emergency management and business continuity functions in utilities.
- Educates and aids in the development of comprehensive exercise program management, design, development, conduct, evaluation, and improvement planning along with practical skill development.
- Development and construction of substations, transmission, and distribution lines to the grid.
- Knowledge of emergency response and mitigation practices.
- Develops curriculums and delivers training on a variety of EM subjects to all departments/divisions.

Construction Project Safety Manager, EHS Manager, Fieldcore/GE | 2018-2021

- Site development and construction for wind turbine with substations, transmission, and distribution lines to grid.
- Ensured a safe productive work environment.
- Planned and implemented safety policies and procedures in compliance with international, local, and state laws, and with agencies such as DOT, NFPA, NEC, EPA organizations on site and with sub-contractors to detect existing or potential accident and health hazards to determine corrective or preventative measures where indicated and followed up to ensure measures had been implemented.
- Led the investigation of accidents and injuries and the preparation of material and evidence for organization use.

Corp Safety Director, Lloyd Electric | 2018

Served as Safety Director for the repair of Substations, Transmission and Distribution of Power lines during
Hurricane Maria Disaster Recovery with over 300 men and women on the ground and the support of over 200
pieces of equipment and vehicles including aviation support of two helicopters and supported crew for short line
and long line haul to mountain tops to repair transmission towers.

Caribbean EHS Director/ SSHO Manager, CERES Inc. and CERES Caribe | 2017-2018

 Served as the Hurricane Maria Disaster Recovery EHS - SSHO Manager with 8 subordinates covering all of Puerto Rico, Orientation, Training, and Auditing of over 100 subcontractors installing the Blue Roofs (Tarps).

Project Safety Manager, WPI-Western Partitions Inc. | 2017

- Served as a Field Safety Coordinator at a new construction of a Data center for Facebook.
- Responsible for the start-up of all the safety plans and programs, audits, orientation, and training of new hires and of all subcontractors.

SSHO Manager at Marine Corp Air Station, Harper Construction | 2016-2017

• USACE Project with the EM 385.



- Ensured and inspected organization facilities to detect existing or potential accident and health hazards, determined corrective or preventative measures where indicated and followed up to ensure measures had been implemented.
- Led the investigation of accidents and injuries and the preparation of material and evidence for organization use.
- Compiled and submitted accident reports required and oversaw the administration of worker's compensation program.
- Worked with the insurance carrier to manage claims.

Sites Safety Manager Project Manager, Acciona Energy, USA | 2016

- Planned and implemented safety policies and procedures in compliance with the local, state, and OSHA, DOT,
 NFPA, NEC, EPA, and wildlife refuge for the state of Texas.
- Responsible for the night shift construction, erection, installation, inspection, and testing of all elements required
 for the operation of a wind farm.
- · Responsible for auditing, training, turbine, and substation commissioning.
- Responsible for the safety orientation of all new employees and sub-contractors.
- Conducted incident and accident investigations.

Texas Area Safety Manager, WG Yates Construction | 2015-2016

- Developed safety programs.
- Carried out inspection and auditing of multiple projects, batch plants, asphalt plants, and job sites within the state
 of Texas.
- Maintained compliance for MSHA surface mining pits.
- Enforced all applicable EPA, RCRA, OSHA, MSHA, TXDOT, and state and local regulations.
- Responsible for the safety orientation of all new employees and subcontractors.
- Conducted safety training of all employees and management.
- Audited organization facilities to detect existing or potential accident and health hazards, determined corrective or
 preventative measures where indicated, and followed up to ensure measures had been implemented Planned and
 implemented safety policies and procedures in compliance with the local, state, and OSHA, DOT, NFPA, NEC, EPA,
 and wildlife refuge for the state of Texas Conducted incident and accident investigations.

Construction Management Safety Manager, Owens Corning | 2015

- Trained and audited subcontractors on the rules and regulations of the OC safety program and OC policy.
- · Responsible for the safety orientation subcontractors in Mexico.





Various Roles, Amec Foster Wheeler | 2014-2015

CM Safety Manager, GSK-GlaxoSmithKline

CM Safety Manager, Bristol Meyer Squibb

CM Safety Manager, Puma Caribe Energy

- Responsible for the development of safety plans, project risk management best practices with the Decommissioning, Demolition, and decontamination of previous storage fuel tanks.
- Responsible for commissioning of new storage tanks for combustible fuels and gas-liquid fuel, with expansion of new pipelines to the loading docks and Jetty area with inspections, audits, and training.
- Provided HSE Support and training in environmental remediation, soil excavation and hazardous materials
 handling, contaminated soil and sludge treatment, soil and groundwater remediation systems, total/partial tank
 farm commissioning and decontamination, facility decontamination, dismantling, and demolition, structure and
 foundation removal, site restoration, above-ground tanks and pipeline removal and replacement.
- Established safety rules and enforced all applicable EPA, RCRA, OSHA, MSHA, DOT, and State and local regulations.
- Responsible for the safety orientation of all new employees and subcontractors.
- Conducted safety training of all employees on the project.
- Audited organization facilities to detect existing or potential accident and health hazards, determined corrective or
 preventative measures where indicated, and followed up to ensure measures had been implemented.
- Provided information of potential and actual safety hazards.

HSE Manager, Steel & Pipes, Inc. | 2014

- Responsible for the development of safety plans, training programs, project risk management programs, GMP,
 PSM, claims investigations, and audits.
- Maintained Incident Response Team, Fire Protection, Construction Safety & Health Programs, Emergency Plan and Procedures, Drug and Alcohol Testing, Air/Gas Monitoring, CPR/ First-Aid Training, Designated Operator Program, and Policies, Respiratory Protection, Hearing Conservation, PPE, Maintenance of Traffic Plan, Environmental Controls, Confined Space Entry Program, Contaminated Water Plan and Procedures, Site Specific Emergency Preparedness Plan and Procedures, Site Hurricane Plan and Procedures, and other programs.

Construction QEHS Manager/Engineer, Puerto Rico Energy Resource Corp | 2013-2014

- Responsible for the development of safety plans, training programs, project risk management best practices, and accident/incident claims investigations, inspection, audits, and employee training.
- Provided HSE Support and training in environmental remediation, soil excavation and hazardous materials
 handling, contaminated soil and sludge treatment, repository construction, capping, and containment, radiological
 remediation, mine reclamation, soil and groundwater remediation systems, commissioning, decommissioning,
 demolition, and deconstruction.





- Responsible for total/partial plant commissioning and decontamination, facility decontamination, dismantling, and demolition, railroad structure and foundation removal, site restoration, above-ground and below-ground tank, and piping removal, OSHA surveys, and waste stream characterization.
- Established safety rules and enforced all applicable EPA, RCRA, OSHA, MSHA, DOT, and State and local regulations.
- Responsible for the safety orientation of all new employees and subcontractors.
- · Responsible for incident and accident investigations.
- Conducted safety training of all employees on the project to ensure readiness of the Incident Response Team.

Tunnel Project Safety Manager, Dragados USA/Judlau JV - NYC Subway/MTA | 2010-2011

- Responsible for the development of tunnel safety programs, site-specific safety plans, training programs, project risk management best practices, claims investigations, and inspections.
- Maintained Incident Response Team, Fire Protection, Construction Safety & Health Programs, Emergency Plan and Procedures, Air/Gas Monitoring, Designated Operator Program and Policies, Respiratory Protection, Environmental Controls, Confined Space Entry Program, Site-Specific Emergency Preparedness Plan and Procedures, and Site Hurricane Plan and Procedures.

Project Safety Manager - Tunnel Division, Kenny Construction | 2008-2010

- Responsible for the development of safety plans, training programs, project risk management best practices, claims investigations, and audits.
- Maintained Incident Response Team, Fire Protection, Construction Safety & Health Programs, Emergency Plan and Procedures, Drug and Alcohol Testing, Air/Gas Monitoring, CPR/ First-Aid Training, Designated Operator Program and Policies, Respiratory Protection, Hearing Conservation, PPE, Maintenance of Traffic Plan, Environmental Controls, Confined Space Entry Program, Contaminated Water Plan and Procedures, Site Specific Emergency Preparedness Plan and Procedures, and Site Hurricane Plan and Procedures.

Project Safety Manager, GLF Construction Corporation | 2003-2005

- Served as Project Safety Manager for GLF Construction Corporation (bridge contractor), Bergeron Land
 Development (roadwork contractor), and Case Atlantic Company (drilled shaft subcontractor for GLF), and their
 subcontractors.
- Established safety rules and regulations.
- Enforced all applicable FRA, CSX, OSHA, DOT, and State and local regulations.
- Responsible for the safety orientation of all new employees.
- · Conducted incident and accident investigations.
- Conducted safety training of all employees on the project.
- Issued reprimands and refresher training to employees engaging in unsafe acts.
- Ensured readiness of the Incident Response Team.





Project Construction Safety Engineer, Tri-County Rail Constructors | 2000-2003

- Responsible for the design, installation, inspection, and testing of all elements required for the operation of the Rail Corridor.
- Organized the project into four geographical work areas with 12 individual work areas. The project included the
 design and construction of approximately 45 miles of second mainline track positioned within the right-of-way,
 upgrades to existing tracks, and the construction and rehabilitation of bridges over 12 canal crossings.
- Enforced all applicable FRA, Tri-Rail, DOT, CSXT, OSHA, and other State and local regulations.
- Handled safety orientation of all new employees and sub-contractors.
- Conducted incident and accident investigations.

Project QEHS Manager, Kiewit/Kenny/Zachary, JV | 1998-2000

- Responsible for a \$250 million design/build contract for Tren Urbano Metro-Rail System in San Juan metropolitan
 area. The project consisted of tunneling of 2,855 LF of circular earth (EPBM), 1,330 LF of NATM (four tunnels), 15
 stacked drifts including 7,840 LF and 1,500 LF of open cut/cover; construction of 4 buildings ranging from 7,500 SF
 to 13,000 SF; relocation of utility lines along alignment section; and demolition of 18 buildings.
- · Worked with contaminated water in stacked drift tunnels.
- Worked with compensation grouting in all areas of alignment section for support of infrastructures.

REFERENCES

Ruben Rodriguez, 787-408-1536, rodriguezruben88@gmail.com

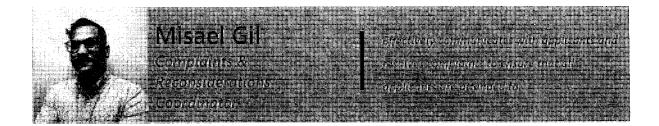
Samuel Portaltin, 939-489-8394, spotalatin@upsipr.com

Rachel Zafarana, 303-670-5018, rachel@envirofield.com

Francisco Toro, 787-370-2273, fjtoro@westindustriespr.com







19+ YEARS

EXPERIENCE IN CUSTOMER
SERVICE AND MANAGEMENT





EXPERTISE

- **▶** Communication
- ► Complaints' Resolution
- ▶ Problem Solving
- ► Reasoning

EDUCATION

 Partial course-work completed towards B.S.,
 Computer Science,
 Interamerican University

PROFESSIONAL QUALIFICATIONS

Mr. Misael has over 19 years of experience in customer service including management experience. He effectively communicates with customers and colleagues to create an efficient and safe work environment. Through his experience, he has developed strong problem-solving skills to elicit desired outcomes. As a Call Center Supervisor for the HAF and R3 Program in Puerto Rico, he coordinates customer complaints, resolutions. He has attended to all applicants and their complaints and makes sure that all complaints are resolved in a timely manner.

EXPERIENCE

Call Center Supervisor, IEM | 2022-Present.

- Call Center Supervisor for IEM's operations in the Homeowners Assistance
 Fund Program (HAF) and the R3 Program.
- Leads a team of call center agents, ensuring exceptional customer service delivery.
- Trains and mentors agents in customer-centric approaches, ensuring highquality interactions.
- Monitors calls; issues and documents corrective actions.
- Implements and oversees quality assurance programs to maintain high standards of customer service.
- Conducts regular performance evaluations, providing constructive feedback for continuous improvement.
- Manages escalated customer concerns, demonstrating effective problemsolving and conflict-resolution skills.
- Conducts regular training sessions to enhance agents' customer service skills and product knowledge.

- Provides ongoing coaching and guidance to agents to improve customer interaction and problem-solving abilities.
- Fosters a positive and inclusive work environment, promoting teamwork and morale among the team.

Senior Operations Supervisor, Commsense | 2018-2022

- Directed coordination and supervision of call center representatives.
- Responsible for administrative and clerical activities, writing reports, and evaluation of the employee's performance.
- Monitored calls; issues and documents corrective actions to ensure high quality of service standards.
- Implemented and oversaw quality assurance programs to maintain high standards of customer service.
- Participated in meetings, assisted communicators with any questions, and met the evaluation goals and metrics.
- · Managed escalated customer concerns, demonstrating effective problem-solving and conflict-resolution skills.
- Conducted regular training sessions to enhance agents' customer service skills and product knowledge.
- Provides ongoing coaching and guidance to agents to improve customer interaction and problem-solving abilities.

Quality Assurance, San Diego Project Management Thompson Engineering | 2017-2018

- Conducted Inspections to applicant's homes after hurricanes Irma and María to verify the housing needs of each household.
- Planned, conducted, and monitored inspections of materials and products to ensure the quality of the finished product.
- Investigated customer complaints and non-conformance issues.
- · Conducted inspections for customer satisfaction after services to the homeowners were provided.
- Evaluated audit findings and implemented appropriate corrective actions.

Server, Aguadilla Premium Restaurants | 2015-2017

- Provided excellent customer service in a speedy, professional, and efficient manner.
- Supported co-workers and service staff to create a productive work environment.

Bartending, Runner/Busser, One Ten Thai, Aguadilla | 2013-2015

- Provided excellent customer service in a speedy, professional, and efficient manner.
- Supported co-workers and service staff to create a productive work environment.

Accounting Compliance, Courtyard by Marriot, Aguadilla/Ocean Casino | 2008-2013

- Ensured customers complied with all required documentation during the cashing out process of the casino.
- Monitored the casino's client rewards programs and verified customer satisfaction with the redemption of program's benefits.
- Responsible for checking figures, postings, and documents for correct entry, mathematical accuracy, and proper codes.





- Organized, secured, and maintained all files, records, cash, and equivalents in accordance with policies and procedures (SOPs and LSOPs).
- Maintained accurate electronic data to compile and keep financial records using journals, ledgers, and computers.
- Prepared, reviewed, reconciled, and issued bills, invoices, and account statements.

Sales Floor Assistant, Walmart/Amigo, Aguadilla | 2004-2008

- In charge of the sales floor and developing a daily work plan for merchandise replenishment.
- Managed inventory, planned and forecasted for higher profits.
- Provided customer service to suppliers, buyers, and associates.

REFERENCES



WORR

Carlos Badillo, Supervisor, 787-449-6437, carlos.badillo@coop.org

Nathaniel Lopez, Supervisor, 939-242-2020, nathaniels281@gmail.com

Juan Gonzalez, 787-458-8887, johnmike2@gmail.com



12+ YEARS

EXPERIENCE IN
ENVIRONMENTAL ENGINEERING,
ENVIRONMENTAL REVIEWS, &
HISTORIC PRESERVATION





EXPERTISE

- Environmental Tiered Reviews
- Environmental and Historic Preservation
- Environmental Reviews
- Environmental Engineering

EDUCATION

 B.S., Environmental Engineering Polithecnic University of Puerto Rico, 2012

CERTIFICATION & TRAINING

- Hazardous Waste Operations and Emergency Response
- OSHA Construction Industry (29CFR1026)
- 0253: Introduction to
 Environmental and Historic
 Preservation Compliance

PROFESSIONAL QUALIFICATIONS

Ms. Torres has had over a decade of experience in environmental engineering and environmental and historical preservation. During her time at FEMA, Ms. Torres served as an EHP subject matter expert. In her role, she coordinated with federal agencies to streamline environmental and historic review compliance; assisted in the closeout of New York's large project final accounting projects; and reviewed Hurricane Irma and Maria projects for state and federal agency compliance per environmental laws. She has over 5 years of experience with tiered environmental reviews for CDBG-funded activities in accordance with the CFR Title 24 Part 58 (Environmental Review Procedures for Entities Responsibilities) historic Assuming HUD Environmental and preservation.

EXPERIENCE

EHP & Mitigation Specialist, IEM | 2022-Present

- Performs research, screenings, and preliminary and formal consultations to inform scoping discussions, application development and review, grant/sub-grant management, and environmental and regulatory compliance decisions for these projects.
- Directs, and/or coordinates with other Environmental Specialists, and coordinates with IEM Hazard Mitigation Assistance (HMA) Specialists, to achieve the mitigation outcomes of the applicant/sub applicant while meeting all Federal, state, and local requirements.
- Reviews non-HMGP undertakings and environmental records to understand any conditions or best practices identified during consultation

CERTIFICATION & TRAINING CONT.

- ► IS-0634 Introduction to FEMA's Public Assistance Program
- 0248: Environmental and Historic Preservation
 Management Information
 System (EMIS) protection
- 0727: Executive Orders (EOs)
 11988 and 11990: Floodplain
 Management and Wetlands
 Protection
- IS-0632 Introduction to Debris
 Operation
- ► IS-1113 Coastal Barrier Resources Act.
- ► IS0100 Introduction to the Incident Command System
- FEMA Region II Way EHP Training
- ► FOD00009: Grants Manager for Environmental Historic Preservation
- ► FOD00002: Implementing
 Public Assistance Alternative
 Procedures for Permanent
 Work
- L273: Managing Floodplain
 Development through the
 National Flood Insurance
 Program

- Coordinates with the applicant/sub-applicant, IEM Hazard Mitigation
 Assistance (HMA) staff, and/or FEMA program and Environmental and
 Historic Preservation (EHP) staff to understand the entire undertaking,
 including all design and construction phases and activities and the areas of
 potential impact for each. Clearly describes potential issues and delaying
 circumstances.
- Anticipates, evaluates, and addresses or mitigates social, economic, and
 environmental impacts (built and natural). Proposes practicable alternatives
 that achieve desired mitigation outcomes, and convey environmental,
 technical, program, or administrative solutions in writing to ES supervisors,
 HMA Specialists, and the Project Manager for review with the applicant/ sub
 applicant, clearly and without jargon.
- Coordinates closely with staff managing the client's other disaster programs
 as careful monitoring of those projects will be essential to maintain the
 viable Global Match approach that enhances funding for the applicants/sub
 applicants.
- Confirms that the client's IEM-managed, HMA-funded projects align with those requirements and commitments to not jeopardize the CDBG or other funds.
- Coordinates with regulatory and consulting environmental agencies (e.g.,
 US Fish & Wildlife Service (USFWS) and State Historic Preservation Office
 (SHPO)) and FEMA EHP staff to understand review requirements, preferred
 submission format and timing, potential issues and areas of concern, actions
 to mitigate impacts, and potential effects on the project's design and
 construction phases.
- Prepares and reviews, or supervises the preparation and review, of written
 records that may include Environmental Assessments (EAs), Draft and Final
 Environmental Impact Statements (DEISs and FEISs), Findings of No
 Significant Impact (FONSIs), Records of Decision (RODs), and Memoranda
 of Agreement or Understanding (MOAs and MOUs).
- Tracks submissions and Requests for Information (RFIs), develop responses, and keep ES supervisors, HMA Specialists and the Project Manager apprised of discussion, issues, conditions, and progress. When official findings and determinations are issued, prepares materials to convey clearly and without jargon the applicant's/sub applicant's responsibility to carry out any conditions, best practices, studies, monitoring, or reporting.



WOKK WORR Where required, supervises subordinate ES staff, including reviewing program and project needs and matching staff skills, establishing timelines and benchmarks to ensure goals are met, monitoring progress, and other personnel tasks as needed.

Various Roles, Federal Emergency Management Agency | 2017-2022

Unified Federal Review Specialist

- Worked on the development of a crosswalk for NEPA compliance and tiered environmental reviews, broad level
 (Tier-1) and site-specific (Tier-2) reviews, for CDBG-funded activities between Federal Agencies, including the
 analysis of the CFR Title 24 part 58, Environmental Review Procedures for Entities Assuming HUD Environmental
 Responsibilities, and how they interact with the other federal agencies' requirements.
- Supported Hurricane Irma and Maria disaster in Puerto Rico, coordinating with other Federal Agencies to streamline
 the environmental and historic review compliance, promoting interagency coordination and frontloading
 environmental and historic preservation information into projects to ensure informed accurate information for
 informed decision making when funding or permitting disaster recovery projects.
- Planned strategic meetings with the Sector Leads and Environmental/ Historic Preservation management staff to discuss the principal projects and start the development of a Programmatic Environmental Assessment.
- Assigned to the Energy Sector, Communication/IT Sector, Water Sector, and Transportation Sector as a technical resource.
- Developed strategies for the Joint Recovery Office Staff to ensure they understand the United Federal review process through outreach efforts and training.
- Conducted oral presentations focusing on the Unified Federal Review Process, UFR activities, and efforts to diverse audiences, including FEMA staff, stakeholders, applicants, and applicants.
- Coordinated meetings with the U.S. Army Corp of Engineering, Environmental Protection Agency, Department of
 Transportation, Federal Highway Administration, Eastern Federal Land Highway Division, and Housing Urban
 Development to expedite and unify the Environmental and Historic Preservation review process, reducing
 duplication of effort for applicants.
- Conducted oral presentations focusing on the Unified Federal Review Process, UFR activities, and efforts to diverse audiences, including FEMA staff, stakeholders, applicants, and applicants.
- Coordinated HUD Trainings for the Federal partners and FEMA staff to provide knowledge about the CFR Title 24
 Housing and Urban Development and their programs.
- Wrote weekly reports to inform issues, priorities, and requirements from the Sectors to the Federal Coordinator
 Officer Advisor Group and the Environmental Historic Advisor Director.
- Organized the Environmental Review Process presentations of other Federal Agencies to familiarize the FEMA/PR/Applicant personnel in the Joint Recovery Office about the various compliance and permitting requirements for other Agencies.



WORK WORR

- Collected information to conduct consultations with the United States Fish and Wildlife Services and State Historical Preservation Office.
- Coached and mentored new FEMA Environmental and Historic Preservation employees to ensure they understood
 the Environmental and Historic Preservation compliance process.
- Conducted Environmental and Historic Preservation reviews for projects in DR -4339 and DR -4336.

Environmental and Historic Preservation Specialist

- Assigned to the State Agency Public Assistant Division as Environmental and Historic Preservation Coordinator.
- Organized, assigned Environmental and Historic Specialists to attend, and attended site inspections for the development of Tier-2 Reviews and other Environmental Review Record requirements.
- Assignment of personnel to attend meetings with state stakeholders.
- Collaborated with the agency to provide a better understanding between federal and state laws and regulations.
 Developed maps using ArcGIS to identify the change in the public beaches after the hurricane.

Summer Hack Camp Coordinator, INPRENDE Corp. | 2017

- Set the goals of the camp to ensure the learning process in computer programming, engineering techniques, and marketing strategies.
- Developed activities to practice basic engineering design principles and teamwork abilities with the participants.
- Supervised the camp staff members and 54 participants to ensure compliance with the goals.
- · Prepared presentations and taught engineering skills regarding design projects
- Budgeted the operation, employees, food, and activities.
- Coordinated educational weekly resource presentations with entrepreneurs from Puerto Rico and other countries.

Permit Facilitator, Israel Torres Engineering's Office | 2017

- Reviewed plat records to ascertain that applicants have complied with any special development regulations;
 ensured that permit applicants have obtained required approvals from other agencies and verified completion of all special conditions prior to issuance of Certificates of Occupancy.
- Prepared a variety of statistical and narrative reports, including permit, inspection, building, and construction
 activity reports; prepared or updated application forms and informational handouts as needed.
- Performed general administrative duties: filing, scheduling appointments, composing, typing, and proofreading a variety of documents.
- · Worked with the submission of permits and consulted with the Puerto Rico Environmental Quality Board

Various Roles, Public Building Authority of Puerto Rico | 2013-2017

Executive Director Assistant

Provided all the required information to top management and prepared reports and presentations on time.





- Supported the technical and administrative areas.
- Supervised Special Projects of Pump Systems and Water Treatment Plants.
- Part of Sub- Committee in charge of the Public-Private Partnerships.
- Arranged conferences, meetings, and presentations. Composed reports, memos, and letters, including confidential documents, as requested.
- Managed and maintained confidential/sensitive documents, general filing system, and retrieved corporate documents, records, and reports.
- · Acted as Liaison between State Agency Executives to assist them in solving common problems.
- Performed other related duties as requested.
- Redacted Memorandum of Understanding between State Agencies to perform projects.
- Prepared the transition documents in the Department of State.
- Developed presentations and accomplishment reports to the Governor.
- Professional compliance with the OSHA General Industry (29CFR1910) 30hrs course to provide management support establishing clear goals to ensure a safe and healthful workplace for the workers with Ergonomics Programs.

Secretary and Member of the Bidding Board

- Received and identified new biddings; maintained electronic filing database.
- Evaluated the proposals and made recommendations to the Executive Director.
- Prepared and transmitted legal documents, such as minutes and acts for the approval of board members.

Project Coordinator, Alproem Engineering Services | 2011-2013

- Coordinated project schedules, management activities, resources, equipment, and information.
- Liaising with Pharmacy Industry Clients to identify and define project requirements, scope, and objectives.
- Ensured that clients' needs are met as the project evolves.
- Broke projects into doable actions and set timeframes.
- Assigned tasks to internal teams and assisted with schedule management.
- Monitored project progress and handled any issues that arose.
- Acted as the point of contact and communicated project status to all participants.
- Created and maintained comprehensive project documentation, plans, and reports.
- Redacted Standard operation procedures and policies as needed to comply with the Laws and Regulations in the industry.
- Ensured standards and requirements were met through conducting quality assurance tests.

High School Assistant Math Teacher, Department of Education | 2008

• Created lesson plans, homework, and tests.





- Supported the teacher in imparting the required mathematics curriculum for high school students.
- Prepared interim reports related to the performance of the students.

REFERENCES

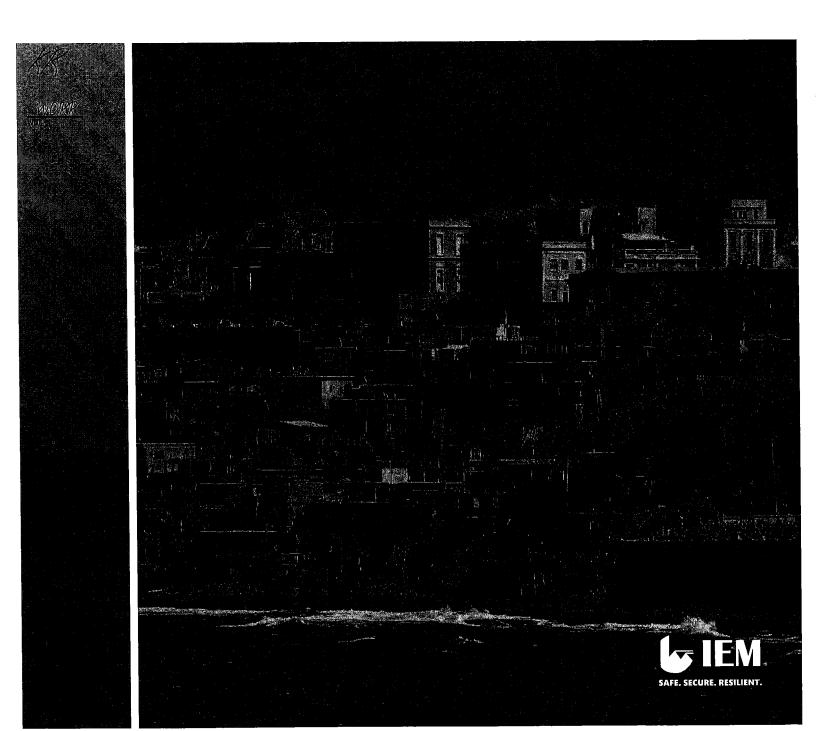
John Dawson, Regional Unified Federal Review Coordinator, Region 2, 202-286-1627, <u>john.dawson@fema.dhs.gov</u>
Charles Bello, Regional Unified Federal Review Coordinator, Region 8, 720-245-8522, <u>Charles.bello@fema.dhs.gov</u>
Sheila Hascall, Mitigation Program Manager, 787-308-5178, sheila.hascall@iem.com



<u>WORR</u>

QUALIFICATIONS AND WORK APPROACH (TECHNICAL PROPOSAL)

TECHNICAL PROPOSAL



PROPOSED PLAN OF ACTION/WORK APPROACH

UNDERSTANDING OF THE OVERALL IMPLEMENTATION OF THE PROGRAM

The Puerto Rico Department of Housing's (PRDOH) Community Energy and Water Resilience Installations - Household (CEWRI-HH) Program provides the means to help homeowners install solar systems and backup storage systems for single-family homes throughout Puerto Rico. CEWRI-HH is comprised of two sub-programs

- HERI provides the PVS and BSS systems for Low and Moderate Income (LMI) households that have a primary single-family home. Eligible households can get \$30,000 or 100% of the cost of the PVS and BSS systems, whichever is lower.
- IP provides funds for the same PVS and BSS systems but for non-LMI households that own a single-family primary home. These households can get \$15,000 or 30% of the cost of the resiliency systems, whichever is lower.

The key to implementation success will be a Program Manager who is experienced in eligibility processes.

IEM's Commitment to Puerto Rico

Our direct work across numerous deliveries in Puerto Rico humanizes for us the need to help the Puerto Rican people and achieve the best outcomes: redundant and resilient systems to sustain energy for homes that are the heartbeat of Puerto Rico's communities. We have seen the challenges that the Puerto Rican people have repeatedly faced, and we are energized and ready to build the resiliency that they deserve as quickly and efficiently as possible.

IEM commits to performing the duties and and tasks necessary to fully satisfy all program phase tasks and exceed PRDOH's expectations in providing accurate, efficient, and compliant program implementation and operations.

IEM is this Program Manager and demonstrated this ability at the start of PRDOH's Repair, Reconstruction, and Relocation (R3) Program. Moving with a sense of urgency, IEM diligently completed 500 eligibility processes during the Program's first surge of applicants. To date, IEM maintains the largest portfolio of R3 construction projects while continuously exceeding Program quality expectations and meeting all timelines - many earlier than PRDOH expected. The satisfaction of this implementation is further evidenced as IEM is one of two Program Managers selected for the Single-Family Housing (SFH) Program. IEM's uninterrupted services within complimentary housing programs provide the continuous experience and insight support that CEWRI-HH needs to be successful.

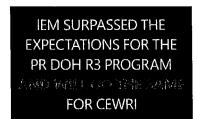
Another key to success is the knowledge of PVS and BSS systems, especially those available in Puerto Rico. We have brought in key personnel and team members, such as MD Engineers – a company based in Puerto Rico with expertise in solar systems.

PRDOH envisions provide assistance within defined "rounds" - the first being for households with incomes not exceeding 30% AMI. This will allow the agency to gauge interest in the programs and allocate funds accordingly, including additional CDBG funds to the CEWRI-HH programs. Additional "rounds" will be focused on eligible households not exceeding 200% AMI. We know that PRDOH has expressed the intent to start both programs simultaneously so that both may proceed quickly. PRDOH may extend or shorten time between rounds. IEM has successful experience in ensuring that any phasing or "rounds" designed by our clients is implemented efficiently and effectively. We have successfully implemented phases or rounds for Puerto Rico, Texas, Louisiana, and Florida, among many other states. IEM has industry-leading surge capabilities to support PRDOH in case of expansion of CEWRI program(s) or ancillary other programs under this contract. If IT systems are required, IEM has considerable customized, system development capabilities.





OVERALL PLAN FOR MANAGEMENT AND IMPLEMENTATION OF TASKS AND DELIVERABLES: ACCURATE, TIMELY, COMPLIANT



Achieving CEWRI-HH's long-range energy grid resiliency goals for homeowners will require a team with a multi-tasking forward-thinking Program Manager (PM) with the support of a firm that delivers to those in need. Our proposed PM, Justin Barnett, has over 24 years' experience with federal government programs as a program manager and deputy with specific and relevant experience working with contractors, city, state, and federal officials as well as community organizations, housing, and

community stakeholders, as well as elected officials at all levels of government, including recent experience in Puerto Rico on the R3 program.

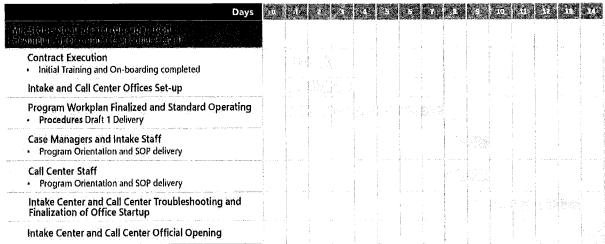
KR

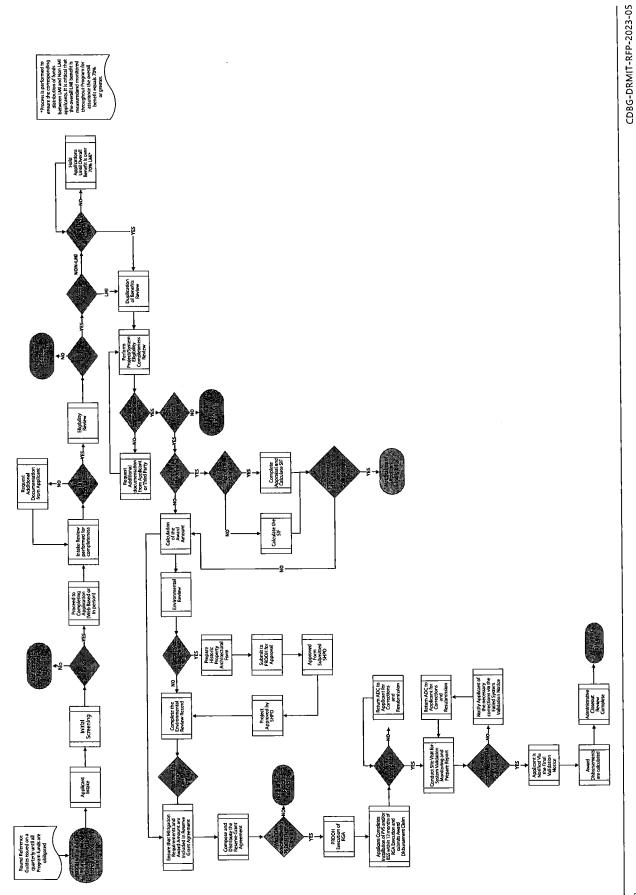
WORR WORR

IEM's innovative and outcome-driven program management and delivery methods will exceed PRDOH's expectations for the CEWRI-HH Program. We have proven competencies, commitment, and a history of exceptional program deliveries serving Puerto Rico. Using our knowledge of best practices and lessons learned in our R3 Program delivery, we will apply these to all facets of PRDOH's CEWRI-HH deployment program.

IEM is committed to working diligently to deliver solutions for Puerto Ricans. This includes developing a robust Section 3 plan to offer training and employment opportunities to low- and very low-income persons, particularly those who are recipients of government-assisted housing. With the installation of PV systems and BSS for these single-family homeowners, they can be optimistic for the future when the next disaster strikes.

SOW A IMPLEMENTATION TIMELINE:





TASK 00: PROGRAM MANAGEMENT AND ADMINISTRATION



Deliverables

Program operations, applications processing, administration of the tasks and services contained herein related to the Program, and assignment of key staff resources to oversee, manage, and administer the implementation of the Program(s) overall.

Timeline QA/QC

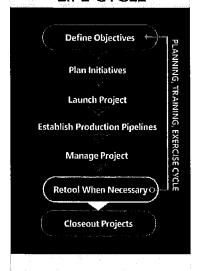
Duration of contract

Regular meetings to review production and feedback to determine where or if changes are needed.



WORR WORR

IEM PROJECT MANAGEMENT LIFE CYCLE



Our program management methodology - that has proven successful for the R3 Program and complies with both CDBG-DR and CDBG-MIT requirements - will be applied to CEWRI-HH system installations. IEM will manage each CEWRI-HH installation project with our proprietary program management guide. Our Program Management Guide features a proven set of program management and housing program models, methods, artifacts, tools, templates, and technologies that allow us to seamlessly facilitate and scale project management activities. This guide allows our team to achieve precision when completing the various tasks and services the IEM Team may be responsible for providing under a contract resulting from this RFP. The IEM Team will customize the tools, resources, and skills we are currently equipped with to deliver for PRDOH.

IEM's Record of Performances for PRDOH Recovery Programs

IEM stood out as the first firm completing every major program milestone on time for PRDOH's R3 Program.

IEM's Program Management has an exemplary record of managing PRDOH recovery programs ranging from housing to infrastructure to economic regrowth portfolio.

Internal controls created based on COSO framework and 2 CFR 200 requirements.

Component	IEM's Program Management Exceeds PRDOH Requirements
Operations (Project Workplan and Timeline)	We understand PRDOH goals and objectives for CEWRI-HH and we design our Project Plan, procedures, staffing, and program management to deliver measurable results within PRDOH timelines.
	Our staff is trained on our efficient procedures and training is refreshed when PRDOH policies change or as general refresher to keep our staff knowledgeable and sharp. We measure our production progress and make sure that we continue to exceed PRDOH requirements.
Quality and Compliance	We develop quality management and corrective action procedures that incorporate all activities necessary to ensure that the tasks and deliverables we perform meet high quality standards.

Component	IEM's Program Management Exceeds PRDOH Requirements
Communication	We coordinate with PRDOH all public outreach efforts and ensure that the media and general public remain informed of the CEWRI-HH program. Timely, accurate and empathetic communications with applicants is a hallmark of IEM's approach.
	As necessary, we provide written correspondence to all applicants to relay the status of their file at critical stages and after each determination/redetermination. We will provide consultation services to applicants on the PVS and BSS systems they may be considering.
Managing the Renewable Energy Installation Companies (REICs)	The IEM Team has the expertise to manage and coordinate with the REICs installing the PVS and BSS systems for homeowners in the CEWRI-HH.
	Our team members have knowledge and expertise to evaluate PVS and BSS systems in use in Puerto Rico and available in United States and Caribbean.
	IEM has considerable experience in managing third-party contractors (R3, Rebuild Florida, Restore Louisiana, NJ RREM, etc.)
Financial (Accounting & Reporting)	We will account for and reconcile all federal funds requested and drawn from HUD and awarded to grant recipients, all funds returned by applicants and their insurance companies to PRDOH (through the insurance subrogation process) and all other funds returned by applicants and those who decide to no longer participate in any of the programs.
Data and Information	Assisting PRDOH with collection of data and daily, weekly, and monthly reporting.
	Maintain program documentation and files for program use, including both digital and paper records.
	Our document management procedures include implementation and closeout documentation checklists for each project file, ensuring CDBG-DR grant requirements adherence to: National Objective; application materials and supporting documentation; eligibility determinations; real property information; grant compliance with Minority-and Women-Owned Business Enterprise (M/WBE), Section 3, Fair Housing and Equal Opportunity; financial records, monitoring reports; and other supporting documentation.
Change	Manage day-to-day change management functions within each program – including, but not limited to, system and process change requests.
	If additional funds are available, IEM always has the ability to "surge" and increase staffing and capacity to handle additional applicants or additional programs.
	Our project workplan is a "living" document that can be modified as needed to ensure optimum responsiveness to any changing needs or objectives.
Risk	We develop and maintain risk and issues documenting the potential impact to the project objectives, mitigation plans and assigned ownership.
	Our internal control framework is created based on COSO framework and is implemented in all federally procured programs under 2 CFR 200. We will build an internal control framework for the program(s) with preventative, detective, and corrective controls.

The IEM Team will provide quality program management and administrative services – either outlined in the RFP or as otherwise determined necessary by PRDOH. IEM will provide proactive operations management to not just meet but exceed the expectations of PRDOH in processing applications and managing the Renewable Energy Installation Companies (REIC's) installation of PVS and BSS systems. IEM will revisit the preliminary work approach with PRDOH to adopt changes as necessary based on forecasted needs, evolving policies and procedures, stakeholder engagement, emerging best practices and regulations, and other variables that may impact deliverables and milestone achievement. Details of IEM's activities and items to provide service in support of PRDOH's are included in the following sections.





APPLICANT RELATIONS & OUTREACH SUPPORT

The CEWRI Program is intended to complement and bolster outcomes from existing CDBG-DR Programs like R3. As an R3 program manager, IEM gained vast experience in addressing the needs of the Puerto Rican households and is uniquely positioned to provide expedited outreach to homeowners to get the PVS and BSS installed as soon as possible. Federal mandates for mitigation funding require 50% of funds be allotted to LMI applicants. We aim to match Puerto Rico's goal within the action plan of 70% of funds allotted for LMI households. As the 2023 storm season has accelerated in the last few months, helping families with their energy resiliency is vital to the betterment of the broader Puerto Rican community.

APPLICIANT EXPERIENCE

Enhancing applicant experience is a hallmark of IEM's program management philosophy. IEM commits to extending customer experience management and empathy training to all staff members, regarding the gold standards for providing the highest level of customer service for all program participants. With PRDOH concurrence on project plans (communication, training, customer service, implementation, task management, etc.) we launch, and we launch fast. Establishing measurable and time-based accountability requirements for production in each activity lane (intake, eligibility, award, construction/installation start and finish, and closeout) provides accountability through every level of our team.

IEM differentiates its disciplined approach to customer service strategy by engaging applicants participating in our housing programs. Serving applicants efficiently and effectively involves tapping into applicants' emotions and encouraging them to feel connected at every interaction with the program; with each program representative, addressing any subject or issue that may arise, regardless of where this interaction occurs. To be in tune with the needs of the applicant, we ensure that their voice is integral to our strategy, and that applicants are taken into consideration at every level and facet of the program.

This strategy for applicant-centric consideration is known as Applicant Experience Management (AEM). IEM is committed to AEM at all levels for a successful program management delivery.

To reach the largest numbers of eligible CEWRI-HH applicants, IEM will assist PRDOH in the identification of vulnerable populations who are eligible participants and analysis of the geographic distribution of need. We can employ Geographic Information System (GIS) methods overlaying the area of impact or target

area of service with census, FEMA, and other publicly available data sources., IEM has gained an understanding of the areas of need for this Program, and accordingly, the targets of potential applicants from our experience with the R3 and Single-Family Housing (SFH) Program.

Additionally, we help create public information campaigns using free and low-cost media and distribution networks. Our community outreach partners from current R3 and SFH work will be valuable to assist with CEWRI outreach, including elected officials, councils, mayors, and other community leaders. We have employed methods

Applicant Centric Assers the applicant needs and then segment Mapping Map the pragram journey for the applicant segments Touchpoints Build upon the applicant texperience

KR

WORR WORR

such as direct mail and email through the GMSOR, outbound calling, public service announcements, social media, and mass texting. All outreach efforts and outcomes will be documented and reported back to PRDOH, including activity effectiveness.

IEM's specialized Case Managers (CM) will process applications and resolve applicant issues identified by our Complaints and Reconsiderations Coordinator. CMs will provide timely and polite responses to all inquiries, including all program related calls routed from the IEM and CDBG-DR & -MIT (PRDOH) Central Call Centers.

At IEM, we value the opinions of our beneficiaries. Since 2019, we have had the privilege of working with 10,246 R3 applications. We have maintained a complaint rate of less than 8% throughout the life of the program.

As with R3, our CMs are trained in CEWRI-HH Program guidelines to provide correct and accurate information within 48 hours of applicants requesting information. When callers require more specialized information, our CMs use an internal communication platform to relay the message to the corresponding team member best positioned to answer. We will track all inquiries, correspondence, and communication in the GMSOR, whether by phone or online. CMs will be responsible for providing program information, assisting with application completion/document procurement, helping applicants understand their program status, providing written notification of status changes, mitigate complaints in collaboration with the Complaints Coordinator, and facilitating communication with work site personnel.

IEM's goal is to create a seamless application process for the applicant. We welcome their feedback to help improve the process and keep complaints and concerns to an absolute minimum.

SUPPORT ACTIVITIES FOR TASK 01 THROUGH 07

COMMUNICATIONS

Call Center: For this deliverable, the Call Center Representatives (CSRs) will be dedicated to the CEWRI-HH call center. In our years of call center experience, we have learned that a well-trained, agile, and flexible workforce is the key to successfully meeting the challenges that can occur as call volumes fluctuate and program policies evolve.







We are committed to establishing call center operations starting Day One – with full operations underway within two weeks of contract signing. This speed is a promise IEM will meet, supported by past performance – including our CDBG-DR Housing deliveries in Puerto Rico, Florida, and North Carolina and our Homeowner Assistance Fund (HAF) deliveries in North Carolina, Virginia, and, of course, Puerto Rico.

Selection of CSRs and Maintenance of Workforce: IEM has learned over the years that the single most important aspect to our success in program delivery is hiring and training the right people. IEM's experience has demonstrated that our robust training program is key to achieving the highest customer satisfaction and achieving optimal results. IEM recognizes that training is critical to getting the right outcomes for our client and their programs.

IEM has already established a Call Center providing support to our Housing Programs, which is staffed with local team members. CSRs are meticulously trained not only in the guidelines of the Program but also in soft skills to be able to relay the important information they are transmitting to the public in general. By placing an emphasis on these skills and knowledge, we can directly influence the technical competence of our team members and ensure that clients receive consistent, quality services from staff who are intimately familiar with the project from start to finish. Not only an accurate message will be delivered to the public, but also it will be delivered in a clear and consistent manner.

Culture: At IEM, we are no strangers to working with individuals impacted by personal difficulties and disasters. We understand that when claimants are calling the CEWRI-HH Call Center they are looking for a sympathetic ear and/or financial assistance. We train our team members with this in mind. We only hire empathetic representatives who understand the need to be patient and understanding when someone calls for assistance.

Languages and Hearing and Speech Impaired: We understand that most of the calls to the Call Center will be in Spanish, and we will be able to support them as well as those non-Spanish speaking claimants if that be in English or even French - we have the capability and experience of supporting multilingual assistance programs. In addition, we have the experience and ability to provide teletype and text functionality for individuals with hearing and speech impairment. We do not charge or pass on additional fees for these services, they are included in our overall proposal.

Training CSRSs: IEM will use our in-house Learning Management System, IEM LEARN, to provide webbased, portable, and flexible, training modules. Each team member will have their own training account

and the digital courses are saved so that the team member can access previously completed training as a refresher at any time. Role-based management is a feature in IEM LEARN, which will allow Call Center Supervisors to ensure that CSRs meet required completion deadlines and required or refresher training. IEM has a dedicated training team and will use our in-house training content designers that help develop novel, interactive, compelling courses







that hold employee interest and keep program knowledge from becoming "stale". We will use IEM LEARN to facilitate training, as well as serve as a resource for digital job aids to assist with workflow activities. We use Microsoft Teams for training because it allows an interactive experience for the trainee and trainer.

IEM's Call Center Manager and Supervisors will have primary responsibility for training and onboarding CSRs. IEM will prepare PRDOH-approved scripts and other desktop aids for CSRs to supplement and reinforce training. The Call Center Supervisors will be accountable for assigned CSRs meeting all standards and will measure their performance via defined key performance indicators. Reports generated by IEM's contact center and call sampling, with approval by PRDOH, will support the CSR and Supervisor performance assessments. Call Center Supervisors are responsible for placing lower-performing CSRs on an improvement plan and replacing any agent that cannot demonstrate improved performance in a reasonable period of time.

RECONSIDERATIONS





IEM's reconsideration team, led by the Complaints and Reconsiderations Coordinator, Maria Medina will provide clear support and guidance to applicants on the submission of required documents for reconsideration either through a program-based reconsideration process or an administrative process. Our system will receive, log, evaluate, and acquire additional information to make determinations on program-based reconsideration requests. We will respond to all applicants within one business day from the time the applicants first contact our call center and reconsideration requests will be evaluated within 15 business days of receipt, in compliance with local and federal applicable regulations. As a part of our SOPs, we will establish operational procedures and a relationship with PRDOH's legal division in order to discuss application data for administrative review requests.

DOCUMENT CONTROL

Program and project files must always be complete, accurate, organized, and easily accessible. This is the only way to properly document eligibility of program activities or applicants, cost reasonableness, and all compliance-required materials that "tells the story" for each file/project. Setting up a normalized file reporting protocol through standard operating procedures that are tested regularly and often will streamline monitoring and ease the burden of file closeout, project monitoring, and audit. IEM's experienced CDBG-DR professionals are experts in developing and maintaining solid record-keeping systems. This experience supports IEM's role in maintaining both electronic and physical files for CEWRI.

PRDOH's GMSOR will be the central repository for the CEWRI-HH Program and funding data, documents, and materials. IEM has frequently experienced grant programs requiring supplemental or augmenting systems to manage documents. Because of this, our own proprietary system HRIQ is available for this purpose, with full IT service capability. HRIQ is built on the world-class Appian system, tested to meet federal government contracting requirements for the security and protection of Personally Identifiable Information (PII). Only data that cannot be archived in the GMSOR will be maintained in HRIQ.

Our document management procedures include implementation and closeout documentation checklists for each project file, ensuring CDBG-DR grant requirements adherence to National Objective; application materials and supporting documentation; eligibility determinations; real property information; grant compliance with Davis-Bacon, Labor Standards, Copeland "Anti-kickback", Minority- and Women-Owned Business Enterprise (M/WBE), Section 3, Fair Housing and Equal Opportunity; financial records, monitoring

reports; and other supporting documentation. IEM maintains physical copies of all materials provided by applicants or PRDOH in a secured file room location, complete with procedures for storing, securing, organizing, and accessing these documents.

ACCOUNTING OF FUNDS

We use data analytics and reporting to monitor IEM team performance and drive production, reduce errors, manage individual and team accountability, and account for and reconcile funding. We will use performance data to forecast completion milestones and expected performance metrics. We also use this information to adjust the production system for optimal efficiency.

IEM's accounting and reporting methods monitor progress and inform strategies to increase production speed, overcome schedule and budget barriers, and provide the right resources for each program and project step. We will evaluate CEWRI applicant progress and monitor their installation projects, reporting on critical metrics, obstacles, and solutions through project delivery. We will work with PRDOH early in the process to define prevailing Key Performance Indicators (KPIs) and report on them weekly.

Ongoing management of the CEWRI-HH Program requires **continuous assessment** of progress in key program areas. We demonstrate how we are meeting defined objectives using visually rich, customizable reporting and GMSOR detail analyses. Custom reporting will be developed during the program initiation period. All executive-level, production management, financial reconciliation, and ad-hoc reports will be available to PRDOH on demand. Our project management team will meet with PRDOH to discuss project status and timeline progress, applicant concerns, and any impediments to forward progress. These meetings provide a forum for our combined IEM and PRDOH team to **identify critical needs, and discuss options for mitigating measures, and opportunities for improvement. It also provides an opportunity to retool processes**. Through our reporting and accounting functions, we can provide documentation of all grant funding requests; recommendations and transactions for each CEWRI award and overall program administration; and CDBG-DR funding requests as part of program delivery. This also enables us to work closely with PRDOH in preventing fraud.

Accounting and Reconciliation of Funds:

IEM employs accounting best practice principles to track and document funds requested and drawn, returned through subrogation, and deposit accounts. All critical information will be reported to PRDOH by collecting and using financial data to project total expected funding, average award costs, and estimates to completion (full funding obligation). IEM uses

70% LMI Requirement CDBG-MIT funds for Puerto Rico require using 70% of funds to benefit LMI applicants. IEM will track reservation of funds for HERI and IP, raising concerns if there is an imbalance causing risk of not meeting the 70% LMI requirement.

mathematical modeling capabilities to predict performance metrics for our CDBG-DR grant work (analyzing by tier, geographic region, disaster, total for program, etc.), including number and amount of disbursements, number and amount of commitments, contractor draws, applicant funding (subrogated and other returned funds), deposit accounts and withdrawals. We perform monthly reconciliation of all accounts. IEM personnel also compile data and information for the CEWRI project portfolio to provide support for PRDOH's HUD-required Quarterly Performance Reports (QPRs). **These IEM practices are extremely important to ensure auditable transactions and proper stewardship over CEWRI-HH Program funds.**





TASK 01: IN-PERSON APPLICATION INTAKE

Deliverables

Receiving requests for assistance – phone or in-person to assist completion and submission of Program applications. Setting up e-mail accounts, as needed, for applicants. Submitting applications on an applicant's behalf. All necessary documentation collected for each application in preparation for eligibility review.

Timeline

Rolling basis

QA/QC

QA/QC review of all submitted applications. Spot check by CM Leads.

Case Manager Caseloads

One of IEM's differentiators from other firms is our **dedication to customer service**. At no point will any case managers have a case load above 300 applicants, active or inactive, to best serve the individuals they are assigned.

As CEWRI-HH applicants are referred to the Program, a knowledgeable Case Manager will be assigned to assist them with intake, application completion and submission. IEM Case Managers maintain a constant communication link with Applicants, collaborating via telephone calls, text messages, emails, and in-person at outreach events and intake centers. Applicants will be informed and oriented regarding the documentation needed in order to complete the intake and application progress, as well as subsequent steps. All the Applicant interactions will be recorded in the GMSOR.

It is important to highlight that IEM has vast experience in the Intake process for PRDOH's housing Programs, R3 and SFH. These programs, in essence, run a similar Application Intake process in regard to the documentation required. This provides IEM with specialized knowledge and experience to conduct the intake of these applications in an effective and efficient manner.

IEM currently operates multiple large-scale, geographically dispersed, and strategically located intake centers that run simultaneously. These centers are in municipalities that are easily accessible from major roadways, areas identified with significant housing needs, and localities that are easily identifiable to ensure that Applicants, even if they are not familiar with the areas, can effectively reach the Intake Centers.









ISABELLA'S STORY A HOMEOWNER'S JOURNEY

WITET BARBELLA

Isabella was a homeowner impacted by Hurricane Maria. Isabella has a limited income, is a senior adult, and had moderate damage repaired through the R3 program. Her community has power challenges.



INTAKE & ELIGIBILTY PROCESS

- The R3 Program refers Isabella to the CERWI Program and Isabella calls the CEWRI Call Center
- Isabella is assigned a Case Manager, Natalia, who explains the CEWRI Process to her and provides a checklist of typical documents needed to complete her application.
- As an eligible in R3 applicant, Natalia works with Isabella to evaluate documents submitted previously to complete her application.
- Natalia determines that Isabella is eligible and assigns a PRDOH PV and BSS Contractor and schedules a pre-installation site visit.
- The PRDOH PV and BSS System contractor visits tsabella's home and prepare the Pre-Installation Assessment Report.
- f. Natalia reviews the report to finalize Isabella's eligibility. Natalia mails Isabella her Eligibility Letter.



- A member of CEWRI staff works with Isabella's assigned PV and BSS Installer to verify that the project's Scope of Work and Project Design is in alignment with the approved Pre-Installation Assessment Report
- Once approved, this staff member will visit Isabella's home to execute the Project Grant Agreement and guide Isabella on the next steps in the construction process, so she feels confident in signing the award.
- Upon singing the Project Grant Agreement the CEWRI Staff member will coordinate an installation time and issue the Notice to Proceed to the Installer



FINAL INSPECTION & PROJECT CLOSEOUT

- 3. Once the installer completes their work on Isabella's home they will submit the "Pre-Inspection Package" to CEWRI Program. Staff, CEWRI Program staff will coordinate a final site visit to Isabella's home, ensuring that the work was completed and remains in compliance.
- CEWRI staff will provide Isabella with her complete Warranty package for her new systems and collect her completed customer satisfaction survey
- c. CEWRI staff will proceed to "close" Isabella's case upon completion of the final Site Visit Report

COMMUNITY BENEFITS

- Technology to ensure reliable access to power and water.
- The means to thrive under conditions that can render communities "off the grid" for a sustained period
- Redundant and resilient systems to sustain energy and efficient, viable water systems for homes, businesses, organizations, and public facilities.

IEM dedicates a Section 504 Coordinator whose responsibilities include the coordination of all parking, building access, facilities modifications, bathroom requirements, hallway specifications, etc. to ensure all center locations are ADA compliant. Our Section 504 Coordinator is also responsible for fielding special accommodation requests for anyone needing extra assistance to access program facilities, materials, resources, or aids.

IEM will provide PRDOH with service user reports and statistical reports that track center traffic and make



recommendations to PRDOH – based on available data – to increase, decrease, or maintain existing hours of operation based on observed service level needs. This coordination supports IEM and PRDOH's need to provide meaningful access to all citizens and reduce costs. Customer Service Center locations will not be closed prior to receiving granted approval from PRDOH.

APPLICATION INTAKE FOR THOSE WITH TECHNOLOGICAL OR COMMUNICATION BARRIERS

IEM recognizes that all dynamic recovery is achieved through clear communication. This includes our considerations and measures for verbal language and sign language, digitally underserved areas, and COVID-19 pandemic health and safety.

IEM ensures that qualified and caring CDBG-DR experts, who can explain the program and work with municipalities in both Spanish and English, are hired. **Key staff identified for CEWRI-HH are fluent in both Spanish and English and will be able to achieve effective coordination with the PRDOH Team.** This will apply to training, operations, administration, and direct stakeholder interaction.

KR

WORR WORR

Email Assistance

IEM has experience helping applicants establish an email in order to receive communications from PRDOH. Our staff is trained to complete this task while ensuring an applicant's PII is protected.

Our success in working with the 52 municipalities for our R3 Program area demonstrates our ability to successfully cultivate local partnerships. Our bilingual staff has bridged communication challenges successfully in face-to-face meetings between local officials and CDBG-DR experts, as well as other collaboration opportunities.

From IEM's extensive recovery work in Puerto Rico, we understand that local involvement is imperative. IEM recruits and hires local staff from the island to further our connection with the community and culture, and to help ensure that our efforts support and provide for Puerto Rico and its residents. Over 90% of IEM's staff in Puerto Rico are local professionals from the Island and are fully bilingual. All outreach materials and public facing media developed and presented for the CEWRI-HH Program will be presented in both Spanish and English and we will have bilingual facilitators available for all community meetings.

TASK 02: ELIGIBILITY REVIEW AND INCENTIVE AWARD DETERMINATION



Deliverables

Evaluating application eligibility and performing DOB analysis for every application. Preparing application packets and initial award determinations for

PRDOH review and complete final award execution.

Timeline QA/QC

Within 60 days from each application submission date.

QA/QC review following eligibility determination prior to award issuance. Spot check reviews by CM leads.

INTAKE REVIEW

IEM's CMs will **complete intake for each CEWRI-HH case in three days or less**, as demonstrated by our performance on the R3 Program. We are best positioned to expediently promote the CEWRI-HH Program and provide applicant intake and eligibility services because we are already managing the R3 and SFH Programs, which have very similar intake and eligibility requirements as the CEWRI-HH Program. Through our R3 and SFH partnerships, we are well-versed in PRDOH guidelines, GMSOR, eligibility criteria and documentation, evaluation process and the needs and challenges regarding these processes for Program participants.

Mobile Intake

We will ensure geographic location is not a barrier to application. As has been successful in the R3 and SFH Programs, for applicants who are distant from satellite intake centers or do not have reliable communication or transportation, IEM will facilitate intake with mobile document drop off locations, digital document drops via email and other commonly used, secure communication platforms.

The assigned Case Manager will be responsible for verifying completeness and compliance of all documentation provided. This will include but is not limited to income, property ownership, primary residence, NFIP requirements, and duplication of benefits (DOB) in accordance with the Stafford Act, among others. If any documentation is missing or incomplete, the assigned case manager will follow up with the applicant and complete due diligence to obtain the needed documentation. Our Case Management team will support applicants to expedite eligibility determination, minimizing the stress/burden of a complex program process.

CMs review applications at several levels to ensure they meet PRDOH's Quality Control Review are criteria. Intake Center Managers use the GMSOR to account for program priority, complexity, and other relevant considerations. CMs will also use GMSOR to document all communications and actions completed regarding individual applications. Once processed, CMs will organize and securely store the applicant documentation provided. Our CM team will educate and guide applicants through subsequent processes and keep them apprised of application status.

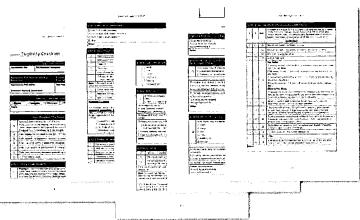


Figure X: Sample Checklists

APPLICANT ELIGIBILITY REVIEW

When the application is completed, IEM will perform an Eligibility Review of the documentation provided against the Program's eligibility criteria. Case Managers review all documentation to ensure they satisfy Program requirements. During this review, we use an IEM-created internal checklist generated from the Program guidelines and updated with every consultation, new information, and program update received during the project's





progress. All documents are reviewed to determine and justify eligibility per Program Guidance to include but are not limited to, ownership, primary residency, income, and property tax. During eligibility review, our Case Managers also collect subrogation agreements and right-of-entry forms for the applicant's file.

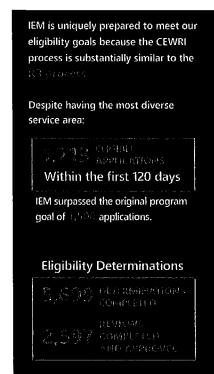
IEM has vast experience in the eligibility review process given the partnerships with the R3 and SFH Programs. One major achievement completed by IEM in the R3 Program, that despite managing the most diverse service area in

Pending Application Resolution

Using data analytics, we identify groups, such as open applications, pending eligibility reviews, and ownership issues to take steps to move cases forward.

We will coordinate with PRDOH to support the prevention and detection of fraud if any is identified during our reviews.

the program, IEM surpassed the program goal, processing 1,713 eligible applications within the first 120 days. Since the R3 Program inception and combining the Applications between the R3 and SFH Programs, IEM has completed eligibility reviews on nearly 6,500 applications with almost 5,500 of these being approved as eligible.



DUPLICATION OF BENEFITS REVIEW

Our highly experienced and trained staff will review each applicant file to ensure that previously received benefits are not duplicated. IEM will examine all sources and amounts of housing assistance received or are reasonably anticipated to be received and document these sources in the applicant file within GMSOR.

In addition to documentation provided by the applicant, we will verify benefits through PRDOH-established data streams secured with each of the Federal Agencies directly (e.g., FEMA, Small Business Administration). Data verification through other third-party sources will be coordinated immediately with each carrier to ensure streamlined returns for all program-initiated requests for private insurance, charitable, and other non-governmental sources. All DOB documentation and determination worksheets will be incorporated into each applicant's file within the system of record. This process also ensures that PRDOH has notified other agencies regarding the potential benefits an applicant may receive in the CEWRI-HH program. This communication is critical to PRDOH's ability to avoid costly circle backs and shift the burden of updates regarding duplicative benefits away from PRDOH and to the applicant, through subrogation.

PROJECT ELIGIBILITY REVIEW

As part of the eligibility review process, IEM staff will examine all documentation provided by the Applicant related to REIC's work to be completed, including an installation agreements, applicants must provide these to the program for eligibility. IEM will have subject matter experts in PVS and BSS systems perform a quality control review to ensure that all specifications related to the REIC comply with Program guidelines and policies. This review will cover areas such as the type of system to be installed, project commencement, PVS capacity, BSS capacity, system location, system permanent affixion, equipment certifications, and cost reasonableness.

Once the review of these documents has been completed, the Case Management staff completes the award calculation. In an Award Disbursement Claim Program with two disbursement types, calculating final award

amounts begins within the Applicant's Eligibility process. Deciphering whether an applicant is LMI is the first step in verifying that the Applicant will participate in either CEWRI-HERI or CEWRI-IP. This will require the IEM Team to ensure that all operational staff have a solid and continued knowledge regarding LMI qualifications.

The next step in Award Calculations is determining whether the ADC will be fulfilled using either a percentage amount or an established maximum dollar amount. As such, the IEM team will establish a QA/QC Team and a series of internal capacity trainings to learn what qualifies a REIC to be program-approved as well as a breakdown of a REIC's typical kit for a BSS or PV system and their associated line-item costs. The QA/QC team will then verify these standard costs against the project's Scope of Work, which is established using purchase documents submitted by the applicant. Establishing a knowledge base of costs and equipment will ensure that the IEM personnel understand when a project becomes ineligible and/or why costs exceed the award maximum, turning the award calculation from the established maximum to a percentage of the project's total. This process will rely upon the corroboration of the applicant's submitted documents and the project's scope of work.





RESERVE GRANT AGREEMENT EXECUTION

In preparation for submission to PRDOH for final execution, IEM will compose the Reserve Grant Agreement (RGA) and Award Reservation Notice (ARN) for each eligible application. These documents will undergo a review to ensure criteria of PRDOH's Quality Control Review have been met. CMs will communicate with the applicant and review all terms and conditions laid out within the Award Reservation Notice and Reserve Grant Agreement – including any deadlines for receipt of the completed Reserve Grant Agreement. Executed reserve grant agreements will be reviewed for completion and compliance by the Case Manager and then submitted in an application package to PRDOH for review and final execution. We will make sure that the applicants understand that the funds are reserved for them but will only be released once approved systems are installed and inspected. The Reserve Grant Agreement will only be with the homeowners and not the REICs.

Ensuring that the RGA fulfills eligibility requirements will be a multi-step process. First, the QA/QC team will verify that the final aspects of the project's scope of work align with the draft RGA, the Program Guidelines, and the final RGA submitted by the applicant without changes. Any changes would return the case to the award calculations process. If no changes have occurred, the QA/QC team will schedule the RGA meeting which in turn will trigger the SVM site visit. The SVM site visit is the physical inspection and final verification that the project complies with the RGA and consequently Program Requirements.

All eligibility, ineligibility, or withdrawal confirmation letters/notifications will be communicated in writing via mail. Every applicant will be provided information regarding the appeals process, if an applicant disagrees with the Program's determination, they may appeal this decision. IEM will also provide eligibility determination specifics to the appeals team for support during the appeal review.

TASK 03: ENVIRONMENTAL REVIEW



Deliverables

Obtaining environmental clearance for eligible projects – using a tiered review process to obtain an approved site-specific Tier II Environmental Review Record (ERR).

Timeline QA/QC

Starting within 60 days of each application submission.

An Environmental Specialist Reviewer will review the Tier-2 ERR to ensure that all environmental requirements and clearances are obtained.

Environmental Study Areas

The environmental study area will be defined by the limits of potential disturbance associated with the proposed activities, including construction access. For the purposes of this environmental review, the limit of potential disturbance would be set to the property limits. The existing environmental features within the study area and the potential environmental impacts associated with the proposed activities will be identified and summarized under the respective review topic area headings as part of the Tier II ERR for each project.

ENVIRONMENTAL REVIEW

IEM has performed over 56,000 Tier II environmental reviews throughout the US and its territories, allowing us to optimize our techniques. Our Environmental Manager, Lauren Bahlinger will develop program tracking for environmental assessment needs, mobilize resources, and implement protocols for reviews. In conjunction with the R3 program work, Ms. Bahlinger will ensure that environmental reviews of prospective project sites have been completed in compliance with 24 CFR Part 58. This includes delivery of documentation prior to any construction or installation work being performed and environmental review approval by PRDOH. Anywhere reviews have not previously been conducted, IEM will complete them.

Using the PRDOH-completed Tier 1 documents and checklist,

IEM will focus on review topics that were unable to be tiered during the Tier 1 review. We will work with PRDOH and program partners on the appropriate environmental conditions for each Tier 2 review topic and implement follow-up environmental review processes. These Tier II reviews will determine the project's adherence to all established protocols and requirements as defined within the Tier I review. We propose that the environmental inspection will be carried out concurrently with the eligibility assessment and documented via IEM's environmental site survey. Eligible properties will be inspected resulting in a completed inspection document with photos.

Completed Tier 2 Environmental Review Reports (ERR) and supporting documentation will be submitted to PRDOH for review and approval — approval must be obtained prior to site work beginning. Approval of the Tier 2 ERR will constitute notice of environmental compliance for each project in compliance with federal regulations, including 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 Num. 416-2004), and the Puerto Rico Permit Process Reform, as

SHPO Collaboration

IEM's Environmental Specialist is well-versed in collaborating with State Historic Preservation Offices (SHPO), governing agencies, and program entities to ensure that environmental compliance is aligned with relevant interests. This includes ensuring that the appropriate level of review is conducted for the construction/installation activities planned and that all required mitigation measures are included in the review documentation.

amended (Law Num. 161-2009) along with any other local environmental review requirements.

Any property that does not require SHPO coordination can be completed and submitted to PRDOH within 30 days of the request. Any reviews at SHPO for more than 30 days will be completed and forwarded to PRDOH, noting that SHPO's regulatory response period has expired. Should SHPO later determine that architectural or archaeological conditions apply to the property, IEM will work with PRDOH on appropriate and timely response and remedy, including updating the ERR as needed.

Upon completion of reviews, IEM will provide the environmental packages to PRDOH for subsequent review and approval. Following approval, IEM will ensure that all mitigation measures included in the environmental





review are carried out completely during PVS and/or BSS system installation. All homeowner information collected during the environmental review process will be kept in secure document storage and logged in the GMSOR.

TASK 04: SYSTEM VALIDATION MONITORING

Deliverables

Correct and compliant ADC by each applicant. Calculate and certify disbursement

of award. SVM coordination and completion as well as finalized report.

Timeline

2 days from submission of complete and accurate ADC. SVM Scheduling within 25 hours of ADC approval. SVM Inspection completed within 3 days of scheduling.

QA/QC

The quality control review team will review ADCs for compliance





Collaborative Approach

As a partner in the CEWRI-HH Program, our team is an extension of PRDOH's staff, and a collaborative approach is necessary for success. While carrying out the tasks outlined above, IEM will identify, document, report, and determine solutions for potential liability risks.

IEM will ensure that there are no duplications of environmental reviews by referencing records for participants in existing CDBG-DR programs. Audits of environmental review documentation will be completed and provided to PRDOH.

AWARD DISBURSEMENT CLAIM REVIEW

Upon completion of installation by the REIC, the Applicant will submit an Award Disbursement Claim (ADC) which the Program Manager will review. IEM will staff a Quality Control Review team to ensure all ADCs comply with Program standards and requirements, as stated in the Reserve Grant Agreement. If the ADC is compliant, the assigned Case Manager will coordinate with the applicant and schedule the Site Monitoring Visit (SMV). By this point, all documents on file have been reviewed for completeness and the application will be ready to proceed to system installation validation.

If the applicants' file requires corrections before disbursement, the Award Disbursement Claim will be

returned to the applicant to make the needed changes. Case Managers will maintain communication with the applicants to ensure the resubmission of an updated ADC. Once the ADC is verified complete and compliant, the SMV process will proceed.

SITE VISIT & MONITORING REPORT

IEM will conduct a detailed inspection of the installation completed by the applicant selected REIC, including verification that mitigation requirements from Tier II are addressed. This will consider HUD and CDBG-DR standards, PRDOH program requirements, and federal, state, territory, and local regulations. IEM will develop Standard Operating Procedures (SOPs) for these inspections. The SOPs will include processes for the verification of installation quality, system functionality and operations, resilience, and non-compliance procedures. Our highly qualified Inspectors will be trained to follow these SOPs.

All completed projects will have a report created following each SVM visit. This will detail the results of the overall assessment, provide photographic evidence of installation completion, outline the inspector's qualifications, and highlight any issues derived during the inspection.

In cases where an inspection results in non-compliance issues with the installation, our inspectors will thoroughly document the issues observed. Applicants will be informed within 3 business days of non-compliance issues

regarding their PVS and/or BSS installations. We will establish punch list protocols that incentivize CEWRI-HH contractors to complete items identified as deficiencies during the final inspection. We will re-inspect the property when the installer has completed the punch list and obtain applicant signatures on the final inspection report.

TASK 05: ADMINISTRATIVE CLOSEOUT

Deliverables

Final closeout of applications following completion of all work under the award. Verify all files are complete, accurate, and compliant with Program and HUD/CDBG requirements. Prepare, review, and submit a project closeout checklist. All applications audit ready post closeout review.

Timeline

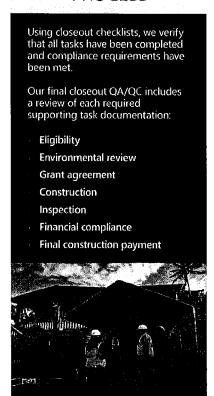
Within 2 business days of each applicant notification using Final System Validation Notice.

QA/QC

Quality Control review prior to sign-off of closing the file or project to verify all information is present, complete, and sufficient







ADMINISTRATIVE CLOSEOUT

Success in disaster recovery and mitigation programs, both short and long-term, are defined by how benefits are delivered, how residents can access those benefits, and how programs can closeout. This success is also bound with obligation—an obligation to the funding agencies responsible for providing benefits. PRDOH's own performance metrics will be driven by those obligations. It is IEM's responsibility to ensure that PRDOH can honor those obligations by providing solid program compliance and technical assistance throughout the program lifecycle, including audit and closeout. Closeout will be completed by IEM within 15 working days for each project.

IEM's internal compliance plan includes detailed process outlines for audit engagements both during and after the contract period, document management protocols for paper and electronic files, file and project close out, and handling disallowed costs. Specifically, this includes workflows, procedures, checklists, and the rules that will govern each. For close out, we institute an added Quality Control review prior to sign-off of closing the file or project to verify all information is present, complete, and sufficient. This review is an end-to-end file review to verify all documentation is present, complete, accurate and supports documentation of the file for compliance with national objective, income targets, geographic and demographic criteria, and program policy/standards.

IEM has achieved the best audit and compliance record in the DR space, with error rates as low as one tenth of one percent.

Case Manager Compliance Review

Our Case Managers will ensure compliance for each applicant by verifying that any required permits were obtained by installers/suppliers and closed, environmental activities were completed documenting any applicable clearances and/or proof of mitigation measures required, and the applicant obtained any applicable insurance and warranties of the work/materials.

IEM begins every program and each project within that program with close-out in mind. Our files remain audit-ready at all times. In coordination with PRDOH, IEM will conduct individual file closeout on a rolling basis, as each project is completed, and all final payments are made. Using closeout checklists, we will verify that all tasks have been completed, all documentation is included in the applicant file within GMSOR, and compliance requirements have been met. This includes compliance with 2 CFR 200 Subpart F, 24



TASK 06: PROPERTY HISTORICAL PRESERVATION CONSULTATION





Deliverables Where applicable, prepare a Historic Property Architectural Form.

Timeline As needed.

QA/QC PM will review prior to submission to PRDOH for quality and accuracy review

IEM's Environmental Manager is well-versed in collaborating with State Historic Preservation Offices (SHPO), all governing agencies, and program entities to ensure that environmental compliance is aligned with relevant interests. In the event a project requires an in-depth analysis by the Secretary of the Interior's (SOI) Qualified Professionals and on-site research at SHPO and the Institute of Puerto Rican Culture (ICP), our Environmental Specialists will be prepared to compete a Historic Property Architectural Form that will address the National Register of Historic Places eligibility and the impact that the program actions may have on this property.

Following completion of this form, our Program Manager will review it for accuracy and completeness. Once verification is complete, the form will be shared with PRDOH for final review and approval. Any issues or corrections identified by PRDOH will be addressed within 3 business days. PRDOH approval of the Historic Property Architectural Form will trigger the form being sent to SHPO for review and consideration.

TASK 07: APPRAISAL OF HOME MARKET VALUE

Deliverables Appraisal of properties within a floodplain.

Calculate the substantial improvement factor of Program sponsored improvements.

Timeline Within 30 days following eligibility confirmation of properties located within a

floodplain.

Scheduling appraisal visits within 24 hours of floodplain determination.

Appraisal reports submitted within 5 days of appraisal visit completion.

QA/QC Quality Control team review of submitted reports prior to submission to PRDOH

IEM has successfully teamed up with the best appraisal firm in Puerto Rico, McCloskey & Bonnin Valuation Group, PSC. They have 50+ years of experience in real estate advisory services, including appraisals, consulting, and insurance claims processing in Puerto Rico and the Virgin Islands.

When a rehabilitation is found to be in a special flood hazard area (SFHA), the SDI requirements are triggered. It will need to be determined if repairing or improving the building total cost equals or exceeds 50 percent of the building's market value (excluding land value). When determining what cost must be applied to the SDI calculation the QC personal must consider the following: Items that must be included in the SDI calculation are

IEM Exceeds Expectations

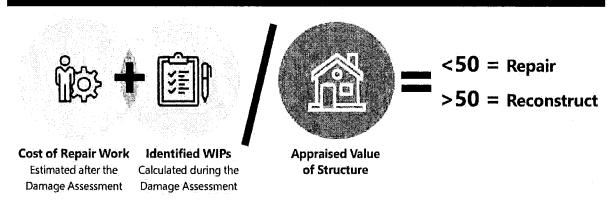
IEM has proven its ability to submit timely and compliant appraisals throughout the R3 Program, having completed nearly 2,500 appraisals under this Program, and will continue to do so on our deliverables.

those that are directly associated with the building. Items that can be excluded from the SDI calculation are those that are not directly associated with the building. The team will conduct a fair market evaluation of the property, complete a report detailing the analysis of the appraisal, and submit the report in GMSOR for IEM's Quality Control Team to review for completeness. The IEM Team will ensure that any improvements made by the Program to these homes do not exceed the corresponding allowable threshold of the Substantial Improvement factor – 50% of the market value.





Calculating The Substantial Improvement Index



TASK 08: REIMBURSABLE EXPENSES: REGIONAL INTAKE CENTERS



Deliverables

Establish approximately 10 regional intake centers. Ensure centers are fully equipped, staffed, operational for the duration of the program, and have clear signage to identify the centers.

Timeline

Complete start up within 45 days of PRDOH providing area designations. Maintained for duration of the program.

IEM has an exemplary record of delivering start-up operations – including opening intake centers. Once PRDOH establishes the general areas throughout the Island, IEM will procure accessible offices within 45 days or less. Our facilities manager uses all available information to review potential intake centers – including GIS data, discussions with locals, in-person viewing, and more. This ensures that each regional intake center is centrally located for the region, within reasonable distance of public transportation stops,

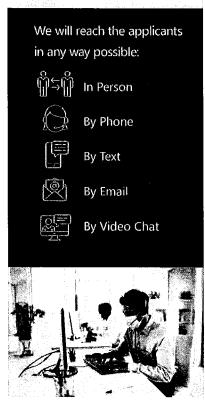
accessible to the handicap and disabled, and easy to locate. IEM will furnish all regional intake centers with the necessary furniture and equipment to provide services. Clear signage, in Spanish and English, will be installed to identify these regional intake centers.

IEM is fully capable of absorbing the costs of fully operating these regional intake centers for the life of the program. This includes keeping the centers clean and in good repair.

1.2 ABILITY TO ADEQUATELY STAFF AND MAINTAIN SERVICE LEVELS

STRATEGIC COMMUNICATIONS





As a part of the daily and weekly communication that the Program Manager will have with PRDOH, IEM requires that all Program Mangers provide staffing updates and anticipated needs to maintain service levels. With a regular cadence of quarterly rounds of approximately 2,500 to 3,500 applications every three months or thereabouts, our Program Manager and Operations Manager will be able anticipate staffing needs to meet the demands as they rise and with each new round. IEM commits to keeping Case Manager caseloads at manageable levels to ensure timely and quality service — at NO point will a case manager have more than 300 active cases. The Program Manager will inform PRDOH in regular intervals of any changes to the staffing plan, and upon request, provide any resumes or credentials of any staff on the CEWRI-HH program.

1.3 PLAN FOR MANAGEMENT AND MITIGATION OF COMPLAINTS AND RECONSIDERATIONS

IEM recognizes that all dynamic customer service is achieved through effective communication by trained personnel who can quickly assist applicants. We have a proven record from our program deliveries with conflict resolution because we train our team to resolve issues successfully and simply by communicating effectively.

The IEM Call Center staff are trained on how to de-escalate situations and attempt to resolve the complaint. When de-escalation is not possible or the CSR is unable to resolve the issue, the CSR will transfer or forward the original complaint and the complainant's contact information and

contact preferences, as well as an update on all steps taken to resolve the issue to date, to their direct Call Center Supervisor and request their de-escalation support.

Our CMs will be trained in CEWRI-HH Program guidelines to provide correct and accurate information within 48 hours of applicants requesting information. When callers require more specialized information, our CMs use an internal communication platform to relay the message to the corresponding team member best positioned to answer the query. We track all inquiries, correspondence, and communication, whether by phone or online, in the GMSOR. CMs will be responsible for providing program information, assisting with application completion/document procurement, helping applicants understand their program status, providing written notification of status changes, mitigate complaints in collaboration with the Complaints Coordinator, and facilitating communication with work site personnel.

IEM's Call Center staff will apply the following guidance principles when addressing complaints:



Resolve complaints with sensitivity to the complainant and with fairness to all parties involved



Treat all complainants with respect and respond to their inquiries in a timely manner



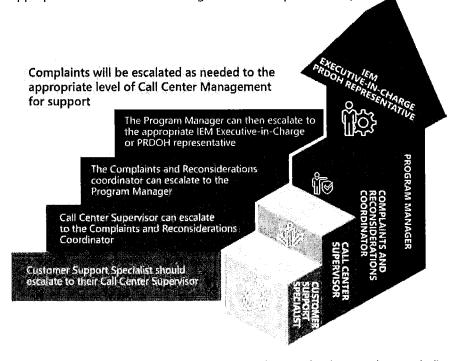
Acknowledge each complaint within one business day of its receipt



Maintain regular communication with complainants if the issue cannot be resolved immediately.



WORR WORR The Call Center Manager, Supervisors and CSRs will address all inquiries and complaints as they arise. IEM's Call Center staff will maintain regular communication with the complainant until a resolution is established. Complaints will be escalated as needed to the appropriate level of Call Center management for support (i.e., a Customer Support Specialist should escalate to their Call Center Supervisor, who can escalate to the Complaints and Reconsiderations Coordinator, who can escalate to the Program Manager. The Program Manager can then escalate to the appropriate IEM Executive-in-Charge or PRDOH representative).



IEM will work with PRDOH to implement appropriate reporting mechanisms such as a dedicated complaint email, website reporting tools and other methods as determined necessary to ensure equitable access for all claimants. For all complaints received, IEM will capture:

- Name, Claimant account ID number (if applicable), and mailing address
- Contact information, including a phone number and email address, and specific contact preferences (preferred method of communication and times to be contacted)

- Any identifiable information about other parties involved in the complaint, such as the assigned CSR
- Nature of the complaint (e.g., concerns with the contractor, issues processing their claim or delays in response time from the assigned CSR)

For all complaints received, including those received verbally, IEM will establish a centralized email to capture and ensure complaints are tracked and resolved in a timely fashion. The Complaints and Reconsiderations Coordinator will assign a dedicated Call Center Deputy Manager to maintain a detailed account of all complaints received on a Complaint Tracker. The dedicated Call Center Deputy Manager will manage and monitor the Tracker with all submissions and updates made by the CS Deputy Managers and Supervisors.

The Program Manager and the Complaints and Reconsiderations Coordinator will routinely review the Complaint Tracker to identify trends and issues that may suggest areas for Call Center improvement and/or program improvements. The Complaints and Reconsiderations Coordinator working with the Program Manager and PRDOH program management team will identify and implement process improvements that support resolving complaints and/or other issues identified via the complaint process.



WORR

1.4 RISK MANAGEMENT

IEM recognizes that risk is inherent to any project and the CEWRI-HH project is subject to both financial and physical risk. IEM will take every effort to identify, anticipate, and employ risk identification and solutions to create a comprehensive risk management plan throughout the project.

IEM recognizes that risk is inherent to any project and the CEWRI-HH project is subject to both financial and physical risk. IEM will take every effort to identify, anticipate, and employ risk identification and solutions to create a comprehensive risk management plan throughout the project.

The first step involves a review the program's internal process and controls. One key risk that often arises is that insufficient monitoring controls will be in place to ensure compliance with federal requirements like the Davis-Bacon Act. Other potential risks include misuse of grant funds, disbursement of funds not in keeping with the program's disbursement schedule, disbursement of funds to ineligible or fictitious recipients, duplicate payments of program funds, duplication of funding sources, and inadequate accounting of expenditures.

IEM will work with PRDOH to assess the identified risks. The risks will be scored on likelihood of occurrence and potential impact. Then the risks will be prioritized from most likely/largest impacts to least likely/smallest impacts. As shown in Figure 1 this risk assessment will allow us to craft a balanced approach to monitoring

and managing the risks involved with the various programs—ensuring that realizing the benefits of these programs is not overly encumbered by bureaucratic processes.

The mitigation portion of the Monitoring Plan (Figure below) will include appropriate strategies to help PRDOH manage and mitigate financial risks. The IEM Team will review each program's internal controls, procedures, and policies regarding deterrence, detection, and record-keeping to ensure that we are able to demonstrate compliance with all legal and regulatory requirements.

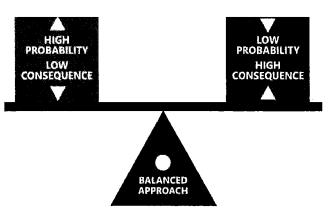
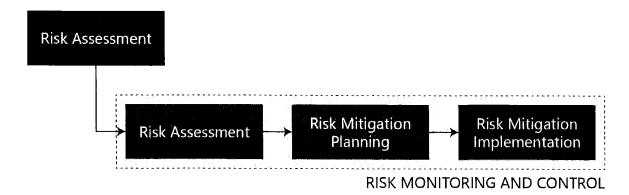


Figure 1: Risk Assessment Balanced Approach



A system of continuous risk analysis will reveal vulnerabilities that could lead to program timing problems, potential fraud exposure, an inability to draw federal funds as needed to maintain cash flow, potential audit risks, and risk of federal recapture of funds. Our risk register will identify each risk, the person responsible for managing the risk, the probability of that risk becoming an issue, and associated risk score as a value to quantify the likelihood of that risk, any impact of risk materialization, and our team's planned risk responses to reduce or eliminate that risk.

Any risk analysis process findings will result in immediate procedural recommendations. For example, in high-risk areas, there may be recommendations for more checks in the approval chain before a disbursement can be made. Depending on the program's current practices, a recommendation that a disbursement require approvals from both the project manager and a financial manager might be made. Likewise, in areas with low risk, we may recommend fewer controls. This balanced approach will mitigate the most likely risks without the need to commit additional resources.



WORR

THE COROLLEGE WAS A CONTROLLEGE OF COROLLEGE OF COROLLEGE

UNDERSTANDING OF THE OVERALL IMPLEMENTATION OF THE PROGRAM

IEM's Commitment to Puerto Rico

Our direct work across numerous deliveries in Puerto Rico humanizes for us the need to help the Puerto Rican people and achieve the best outcomes: redundant and resilient systems to sustain energy for homes that are the heartbeat of Puerto Rico's communities. We have seen the challenges that the Puerto Rican people have repeatedly faced, and we are energized and ready to build the resiliency that they deserve as quickly and efficiently as possible.

IEM commits to performing the duties and and tasks necessary to fully satisfy all program phase tasks and exceed PRDOH's expectations in providing accurate, efficient, and compliant program implementation and operations.

The Puerto Rico Department of Housing (PRDOH) has established the Community Energy and Water Resilience Installations (CEWRI) Program to leverage Community Development Block Grant – Disaster Recovery (CDBG-DR) funding to help Puerto Rico residents maintain power during critical losses due to natural disasters. Implementing CEWRI is about more than installing technology - it is about solving a life- and livelihood-sustaining problem for Puerto Rico. CEWRI offers photovoltaic system (PVS) installation with battery storage systems (BSS) and water storage systems enabling LMI individuals who received assistance in Puerto Rico's R3 Program to maintain essential functions in the face of future disaster events or even temporary loss of power. PVS will also produce low-cost or no-cost energy, providing Puerto Ricans with resiliency and economic support.

Puerto Rico's vision of creating resiliency across the island hinges largely on creating a redundant power grid to ensure that people are never cut off from the resources they depend

on again. IEM's proven program management strategy is displayed in our work with Puerto Rico's Home Repair, Reconstruction, or Relocation (R3) Program and will help bring the CEWRI Program vision to fruition. At the forefront of an unprecedented portfolio, IEM diligently completed 500 eligibility processes during the R3 Program's first surge of applicants. To date, IEM maintains the most extensive portfolio of R3 construction projects while continuously exceeding Program quality expectations and timelines. IEM is one of two vendors providing continued Program Management services under the Single-Family Housing (SFH) Program. IEM's uninterrupted services within complimentary housing programs provide the continuous experience and insight support CEWRI needs to succeed.

OVERALL PLAN FOR MANAGEMENT AND IMPLEMENTATION OF TASKS AND DELIVERABLES

Achieving CEWRI's long-range energy grid resiliency goals will require a team with forward-thinking Program Managers (PM). Magally Maldonado will exceed PRDOH's expectations in providing services to Puerto Ricans in need. Ms. Maldonado has over 20 years of experience with federal programs as a program manager and a deputy. She has worked extensively with contractors, city, state, and federal officials, community organizations, housing, and stakeholders, as well as elected officials at all levels of government. Most recently, she provided her expertise on to Puerto Rico on the R3 program. The IEM Team will ensure optimal management of the CEWRI Program's administrative, operational, and installation tasks. With the installation of PVS for energy, single-family homeowners, businesses, non-profit and non-governmental organizations (NGOs), and critical public facilities will never again face the nights and exhausting days of 2017.

IEM is available to begin work within two weeks of contract execution. We will initiate coordination activities immediately upon contract award. IEM's innovative and outcome-driven program management and delivery methods will exceed PRDOH's expectations for the CEWRI Program. Our team in its Program Management role will be responsible and accountable from end to end including management and oversight of the general



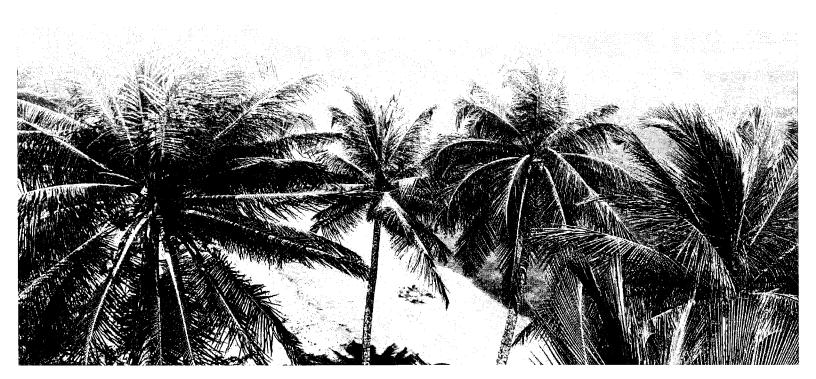


This includes a robust Section 3 plan to offer training and employment opportunities to low- and very low -income persons, particularly those who are recipients of government assisted housing.

installer contractor responsible for installations. We have proven competencies, commitment, and a history of exceptional program deliveries serving Puerto Rico. Using our knowledge of best practices and lessons learned in our R3 Program delivery, we will apply these to all facets of PRDOH's CEWRI program.

SOW B IMPLEMENTATION TIMELINE:

DAYS	0	1	2	3	4	5	6	7	В	9	10	11	12	13	14
TANNAME															
Contract Execution				İ	!		:			ı İ					
Key Program Staff on site			ì			i · · · ·									
Project workplan and Standard Operating Procedures Creation			1) -	-										
Call center operations established															
Intake Centers Set Up												(
Program Staff Ready for Outreach											ĺ]			
Case Manager onboarding			1 7						l le	M.			i Valide		ĿĎ
Staff Training															
Full call center operations					i				1						8 . J
Intake Centers Open and In-Person Intake Begins										i i					





CEWRI-HHHÉCTOR'S JOURNEY



Lorem ipsum dolor sit amet, consectetur adipiscing elit. sed do eiusmod tempor incididunt ut labore et dolore magna aliqua. Ut enim ad minim veniam, quis nostrud exercitation ullamco

OUTREACH & INTAKE

- Héctor sees a flyer in his community that the CERWI-HH Program is open and accepting applications.
- Héctor submits an application online. The flyer indicates that he can also call the CEWRI-HH Call Center to schedule an appointment to either drop-off application documentation or a home-visit, if needed.
- :-- Héctor is assigned a case manager, Nathaniel, within 1 business day. Nathaniel gives Héctor a checklist of all needed documents to successfully apply to CEWRI-HH.

APPLICATION INTAKE TO ELIGIBILITY PROCESS

- Once all the proper documents are collected, Héctor will begin his eligibility review. This review should not exceed more than 90 days from when he first applied to the program.
- Nathaniel works closely with Héctor to collect his documentation to complete the intake process.
- Nathaniel reviews all documentation submitted by Héctor related to the system to be installed
- d. ensuring that the system complies with the Program policies and procedures.

RESERVE GRANT AGREEMENT EXECUTION

- Once the installer completes their work on Isabella's home they will submit the "Pre-Inspection Package" to CEWRI Program Staff. CEWRI Program staff will coordinate a final site visit to Isabella's home, ensuring that the work was completed and remains in compliance.
- CEWRI staff will provide Isabella with her complete Warranty package for her new systems and collect her completed customer satisfaction survey
- c. CEWRI staff will proceed to "close" Isabella's case upon completion of the final Site Visit Report

TASK 00: GENERAL PROGRAM MANAGEMENT AND ADMINISTRATION

Deliverables

Program operations, applications processing, administration of the tasks and services contained herein related to the Program, and assignment of key staff resources to oversee, manage, and administer the implementation of the Program(s) overall.

Program

Timeline QA/QC

Duration of contract

Regular meetings to review production and feedback to determine where or if

changes are needed.

IEM's Record of Performances for PROOH Recovery Programs

IEM stood out as the first firm completing

every major program milestone on time for PRDOH's R3 Program. IEM's Program Management has an

IEM's Program Management has an exemplary record of managing PRDOH recovery programs ranging from housing to infrastructure to economic regrowth portfolio. Our program management methodology—which has proven successful for the R3 Program and complies with CDBG-DR requirements—will be applied to CEWRI system installations. IEM will manage each CEWRI installation project with our proprietary

program management guide. Our Program Management Guide facilitates and scales project management activities seamlessly. This enables our team to achieve precision when completing the various tasks and service. The IEM Team may be responsible for providing under a contract resulting from this RFP. IEM in its Program Management role will be responsible and accountable from end to end including management and oversight of the general installer contractor responsible for installations. Our use of data analytics and reporting provides our team with customizable tools to deliver for PRDOH swiftly and effectively.

IEM PROJECT MANAGEMENT LIFE CYCLE



Component Operations (Project Workplan and Timeline)	IEM'S Program Management Exceeds PRDOH Requirements We understand PRDOH goals and objectives for CEWRI-HH and we design our Project Plan, procedures, staffing, and program management to deliver measurable results within PRDOH timelines.
	Our staff is trained on our efficient procedures and training is refreshed when PRDOH policies change or as general refresher to keep our staff knowledgeable and sharp.
	We measure our production progress and make sure that we continue to exceed PRDOH requirements.
Quality and Compliance	We develop quality management and corrective action procedures that incorporate all activities necessary to ensure that the tasks and deliverables we perform meet high quality standards.

(IEM. | www.iem.com

B-4

CDBG-DRMIT-RFP-2023-05

- d. Héctor signs and returns the completed Reserve Grant Agreement and Nathaniel ensures that all required signatures and initials are present.
- e. Nathaniel submits the executed Reserve Grant Agreement to the PRDOH for final execution.

INSTALLATION & SYSTEMS VALIDATION MONITORING

- Héctor chooses a CERWI HH Program-Approved contractor to complete the installation of the PVS and/or BSS.
- Once the installation of the system has been completed, Héctor will submit an Award Disbursement Claim (ADC) to the Program.
- Nathaniel is available to assist Héctor in completing this form, if needed.
- d. Nathaniel will review the ADC to ensure completeness and compliance with Program Requirements, calculate the work completed, and certify the award disbursement amount. If any corrections are needed, Nathaniel will work with Héctor to complete them.
- e. Nathaniel will schedule a home visit with Héctor, the contractor, and a Program Inspector to verify, in person, that the work has been completed satisfactorily or if corrections are needed. This site visit will occur within 30 days of the ADC being approved.

REIMBURSEMENT

- a. Once an inspector deems the installation complete and in compliance, this will trigger the start of Héctor's application closeout, finalizing his award disbursement.
- b. Nathaniel will complete and submit Héctor's closeout package to the PRDOH. The PRDOH will review and approve funds to be disbursed.

COMMUNITY BENEFITS

- Technology to ensure reliable access to power and water.
- The means to thrive under conditions that can render communities "off the grid" for a sustained period.
- Redundant and resilient systems to sustain energy and efficient, viable water systems for homes, businesses, organizations, and public facilities.

Component	EM's Program Management Exceeds PRIDOH Requirements
Communication	We coordinate with PRDOH all public outreach efforts and ensure that the media and general public remain informed of the CEWRI-HH program.
	Timely, accurate and empathetic communications with applicants is a hallmark of IEM's approach.
	As necessary, we provide written correspondence to all applicants to relay the status of their file at critical stages and after each determination/redetermination. We will provide consultation services to applicants on the PVS and BSS systems they may be considering.
Managing the Renewable Energy Installation	The IEM Team has the expertise to manage and coordinate with the REICs installing the PVS and BSS systems for homeowners in the CEWRI-HH.
Companies (REICs)	Our team members have knowledge and expertise to evaluate PVS and BSS systems in use in Puerto Rico and available in United States and Caribbean.
	IEM has considerable experience in managing third-party contractors (R3, Rebuild Florida, Restore Louisiana, NJ RREM, etc.)
Financial (Accounting & Reporting)	We will account for and reconcile all federal funds requested and drawn from HUD and awarded to grant recipients, all funds returned by applicants and their insurance companies to PRDOH (through the insurance subrogation process) and all other funds returned by applicants and those who decide to no longer participate in any of the programs.
Data and Information	Assisting PRDOH with collection of data and daily, weekly, and monthly reporting
	Maintain program documentation and files for program use, including both digital and paper records.
	Our document management procedures include implementation and closeout documentation checklists for each project file, ensuring CDBG-DR grant requirements adherence to: National Objective; application materials and supporting documentation; eligibility determinations; real property information; grant compliance with Minority-and Women-Owned Business Enterprise (M/WBE), Section 3, Fair Housing and Equal Opportunity; financial records, monitoring reports; and other supporting documentation.
Change	Manage day-to-day change management functions within each program – including, but not limited to, system and process change requests.
	If additional funds are available, IEM always has the ability to "surge" and increase staffing and capacity to handle additional applicants or additional programs.
	Our project workplan is a "living" document that can be modified as needed to ensure optimum responsiveness to any changing needs or objectives.
Construction and Statutory Compliance	We will provide installation oversight for each project, monitoring for quality, budget, schedule, permit, and code compliance and all federal, state, territory, and local requirements.
	IEM will verify installation completion using HUD and CDBG-DR standards, PRDOH program specifications, and in compliance with federal, state, territory, and local regulations.
	IEM will hold installers/contractors accountable for warranty issues while overseeing warranty calls and review contractor change orders and supporting documentation for necessity and cost reasonableness with the goal of turnaround within three days of the scope change being submitted.
	Our Operations Manager, Edgardo Maldonado will oversee and document recommendations for approval or request corrections from the installer within this timeframe to avoid work disruption.
	IEM will develop and oversee a monitoring plan capturing all construction/installation activities, including scheduling, site visits, compliance, and inspection reporting. We will establish a process to evaluate, approve, and document decisions relative to installer materials submittals with appropriate evaluation details.
	IEM will set up onsite visits and perform onsite monitoring reviews of construction installations. We will create punch list protocols that incentivize CEWRI contractors' completion of final punch list items identified as deficiencies during the final inspection.



This proposal frames how the IEM Team will provide quality program management and administrative services – either outlined in the RFP or as specified by PRDOH. IEM will provide proactive operations management to not just **meet but also to exceed the expectations of PRDOH** in processing applications and managing the CEWRI Program. IEM will revisit the preliminary work approach with PRDOH to adopt changes as necessary based on forecasted needs, current evolving policies and procedures, stakeholder engagement, emerging best practices and regulations, and other variables that may impact deliverables and milestone achievement. Details of IEM's activities and items to provide service in support of PRDOH's are included in the following sections.

APPLICANT RELATIONS AND OUTREACH SUPPORT

The CEWRI Program is intended to complement and bolster outcomes from the existing CDBG-DR Programs like the R3. As one of the Program Managers of the R3, IEM is experienced in addressing the needs of Puerto Rican households and stands poised to assist and provide expedited outreach to homeowners to install PVS, BSS, and water storage system as quickly as possible. Due to the **2023 storm season picking up in the last few months, we understand the urgent need to help families with their energy resiliency.** Much of our staff working across the Island are natives – assisting Puerto Rico in creating long-range energy grid resiliency is personal.





APPLICANT EXPERIENCE

Enhancing applicant experience is a hallmark of IEM's program management philosophy. IEM commits to the gold standards for providing the highest level of customer service for customer participants. We bring empathetic customer service to all facets of program management. Once project plans (communication, training, customer service, implementation, task management, etc.) are finalized, we launch fast. Establishing measurable and time-based accountability requirements for production in each activity lane (intake, eligibility, award, construction/installation start and finish, and closeout) provides accountability through every level of our team. IEM differentiates its disciplined approach to customer service strategy by engaging applicants participating in our housing programs. Serving applicants efficiently and effectively involves tapping into applicants' emotions and encouraging them to feel connected at every interaction with the program, with each program representative, addressing any subject or issue that may arise, regardless of where this interaction occurs. To be in tune with the needs of the applicant, we ensure that their voice is integral to our strategy and that applicants are taken into consideration at every level and facet of the program.

This strategy for applicant-centric consideration is known as Applicant Experience Management (AEM). IEM is

committed to AEM at all levels in any engagement to ensure the completion of all tasks – critical and non-critical – for a successful program management delivery.

IEM's specialized Case Managers (CM) will process applications and resolve applicant issues identified by our Complaints and Reconsiderations Coordinator, Misael Gil. CMs will provide timely and polite responses to all inquiries, including all program-related calls routed from the PRDOH Central Call Centers.

As with R3, our CMs are trained in CEWRI Program guidelines to provide correct and accurate

Our AEM-High Initiative Applicant Centric Assess the applicant needs and then segment Mapping Metrics Map the program Measure and develop journey for the applicant segments Identify Identify and design applicant experience Touchpoints Build upon the applicant touchpoints

At IEM, we value the opinions of our beneficiaries. Since 2019, we have had the privilege of working with 10,246 R3 applications. We have maintained a complaint rate of less than 8% throughout the life of the program.

information within 48 hours of applicants requesting information. When callers require more specialized knowledge, our CMs use an internal communication platform to relay the message to the corresponding team member best positioned to answer. We will track all inquiries, correspondence, and communication, whether by phone or online, in the GMSOR. CMs will be responsible for providing program information, assisting with application completion/document procurement, helping applicants understand their program status, providing written notification of status changes, mitigating complaints in collaboration with the Complaints and Reconsiderations Coordinator, and facilitating communication with work site personnel.

IEM's goal is to create a seamless application process as possible for the applicant. We want their feedback so we can improve the process and keep complaints and concerns to an absolute minimum.



COMMUNICATIONS

Call Center: In our years of call center experience, we have learned that a well-trained, agile, and flexible workforce is the key to successfully meeting the challenges that can occur as call volumes fluctuate and program policies evolve. For this deliverable, the Call Center Representatives (CSRs) will be dedicated to the CEWRI call center.



We are committed to establishing call center operations starting Day 1—with full operations underway within two weeks of contract signing. Our past performance speaks for itself - CDBG-DR Housing deliveries in Puerto Rico, Florida, and North Carolina and our Homeowner Assistance Fund (HAF) deliveries in North Carolina, Virginia, and, of course, Puerto Rico.

Selection of CSRs and Maintenance of Workforce: Our decades of experience managing disaster recovery has taught us that the most critical aspect of our success in program delivery is hiring and training the right people. IEM's experience has demonstrated that our robust training program is essential to achieving the highest customer satisfaction and achieving optimal results. IEM recognizes that training is critical to getting the proper outcomes for our client and their programs.

CSRs are meticulously trained not only in the guidelines of the Program but also in soft skills to be able to relay the critical information they are transmitting to the public in general. By placing emphasis on these skills and knowledge, we can directly influence the technical competence of our team members and ensure





that clients receive consistent, quality services from staff who are intimately familiar with the project from start to finish. Not only will an accurate message be delivered to the public, but it will also be delivered in a clear and consistent manner.

Culture: At IEM, we are no strangers to working with individuals impacted by personal difficulties and disasters. We understand that when claimants are calling the CEWRI Call Center, they need help; they are looking for a sympathetic ear and financial assistance. At IEM, we train our team members with this in mind. We hire empathetic representatives who understand the need to be patient and understanding when someone calls for assistance. **IEM has already established a Call Center providing support to our Housing Programs, which is staffed with local team members who understand what applicants are experiencing and can sympathize.**

Languages and Hearing and Speech Impaired: We understand that most of the calls to the Call Center will be in Spanish, and we will be able to support them as well as those non-Spanish speaking claimants, if whether that be in English or even French - we have the capability and experience of supporting multilingual assistance programs. In addition, we have the expertise and ability to provide teletype and text functionality for individuals with hearing and speech impairment. We do not charge or pass on additional fees for these services; they are included in our overall proposal.

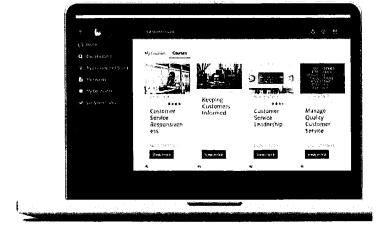
Training CSRSs: IEM will use our in-house Learning Management System, IEM LEARN, to provide web-based, portable, and flexible training modules. Each team member will have their own training account, and the digital courses are saved so that the team member can access previously completed training as a refresher at any time. Role-based management is a feature in IEM LEARN, which will allow Call Center Supervisors to ensure that CSRs meet required completion deadlines and task scheduled or refresher training. IEM has a dedicated training team and will use our in-house training content designers to help develop novel, interactive, compelling courses that hold employee interest and keep program knowledge from becoming "outdated." We will use IEM LEARN to facilitate training, as well as serve as a resource for digital job aids to assist with workflow activities. We use Microsoft Teams for training because it allows an interactive experience for the trainee and trainer.

IEM's Call Center Manager and Supervisors will have primary responsibility for training and onboarding CSRs. IEM will prepare PRDOH-approved scripts and other desktop aids for CSRs to supplement and reinforce training. The Call Center Supervisors will be accountable for their assigned CSRs meeting all standards and will measure their performance via defined key performance indicators. Reports generated by IEM's contact

center and call sampling, with approval by PRDOH, will support the CSR and Supervisor performance assessments. Call Center Supervisors are responsible for placing lower-performing CSRs on an improvement plan and replacing any agent that cannot demonstrate improved performance in a reasonable period of time.

RECONSIDERATIONS

IEM's reconsideration team, led by the Complaints and Reconsiderations







Coordinator, Misael Gil will provide clear support and guidance to applicants on the submission of required documents for reconsideration either through a program-based reconsideration process or an administrative process. Our system will receive, log, evaluate, and acquire additional information to make determinations on program-based reconsideration requests. We will respond to all applicants within one (1) business day from the time the applicants first contact our call center, and reconsideration requests will be evaluated within 15 business days of receipt, in compliance with local and federal applicable regulations. As a part of our SOPs, we will establish operational procedures and a relationship with PRDOH's legal division in order to discuss application data for administrative review requests.

DOCUMENT CONTROL

Program and project files must always be complete, accurate, organized, and easily accessible. This is the best way to properly document the eligibility of program activities or applicants, cost reasonableness and all compliance-required materials that "tell the story" for each file/project. Setting up a standardized file reporting protocol through standard operating procedures that are tested regularly and often will streamline monitoring and ease the burden of file closeout, project monitoring, and audit. IEM's experienced CDBG-DR professionals are experts in developing and maintaining solid record-keeping systems. This experience supports IEM's role in maintaining both electronic copies in GMSOR and physical files for CEWRI.

Our document management procedures include implementation and closeout documentation checklists for each project file, ensuring CDBG-DR grant requirements adherence to National Objective; application materials and supporting documentation; eligibility determinations; real property information; grant compliance with Davis-Bacon, Labor Standards, Copeland "Anti-kickback," Minority- and Women-Owned Business Enterprise (M/WBE), Section 3, Fair Housing and Equal Opportunity; financial records, monitoring

As a partner helping deliver many programs with PRDOH, IEM has extensive experience using GMSOR

reports; and other supporting documentation. IEM maintains physical copies of all materials provided by applicants or PRDOH in a secured file room location, complete with procedures for storing, securing, organizing, and accessing these documents.

ACCOUNTING OF FUNDS

We use data analytics and reporting to monitor IEM team performance and drive production, reduce errors, manage individual and team accountability, and account for and reconcile funding. We will use performance data to forecast completion milestones and expected performance metrics. We also use this information to adjust the production system for optimal efficiency.

We will evaluate CEWRI applicant progress and monitor their installation projects, reporting on critical metrics, obstacles, and solutions through project delivery. We will work with PRDOH early in the process to define prevailing Key Performance Indicators (KPIs) and report on them weekly.

Ongoing management of the CEWRI Program requires continuous assessment of progress in key program areas. We demonstrate how we are meeting defined objectives using visually rich, customizable reporting and GMSOR detail analyses. Custom reporting will be developed during the program initiation period. All executive-level production management, financial reconciliation, and ad-hoc reports will be available to PRDOH on demand. Our project management team will meet with PRDOH to discuss project status and timeline progress, applicant concerns, and any impediments to forward progress.

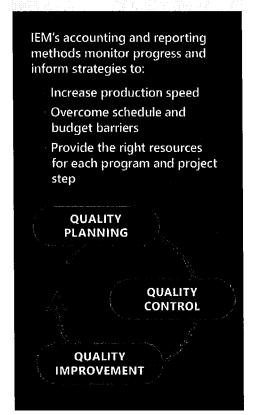




These meetings provide a forum for our combined IEM and PRDOH teams to identify critical needs, and discuss options for mitigating measures, and identify opportunities for improvement. It also offers a chance to retool processes – whether that means creating new policies or offering an alternative procedure to accommodate applicants. Through our reporting and accounting functions, we can provide documentation of all grant funding requests, recommendations, and transactions for each CEWRI award and overall program administration and CDBG-DR funding requests as part of program delivery. This also enables us to work closely with PRDOH in preventing fraud.

Accounting and Reconciliation of Funds: IEM employs accounting best practice principles to track and document funds requested and drawn, returned through subrogation, and deposit accounts. All critical information will be reported to PRDOH by collecting and using financial data to project total expected funding, average award costs, and estimates to completion (full funding obligation). IEM uses mathematical modeling capabilities to predict performance metrics for our CDBG-DR grant work (analyzing by tier, geographic region, disaster, total for program, etc.), including number and amount of disbursements, number and amount of commitments, Contractor draws, applicant funding (subrogated and other returned funds), deposit accounts and withdrawals. We perform monthly reconciliations of all accounts. IEM personnel also compile data and information for the CEWRI

DATA & QUALITY DRIVEN



project portfolio to provide support for PRDOH's HUD-required Quarterly Performance Reports (QPRs). **These IEM** practices are essential to ensure auditable transactions and proper stewardship of CEWRI Program funds.

TASK 01: IN-PERSON APPLICATION INTAKE



Deliverables

Receiving requests for assistance – phone or in-person to assist completion and submission of Program applications. Setting up e-mail accounts, as needed, for applicants. Submitting applications on an applicant's behalf. All necessary documentation collected for each application in preparation for eligibility review.

Timeline QA/QC

Rolling basis

QA/QC review of all submitted applications. Spot check by CM Leads.

INTAKE

IEM will complete intake for each CEWRI case in three days or less. We are best positioned to expediently promote the CEWRI Program as our case managers are well versed on communicating with applicants, intake and eligibility processing, duplication of benefits analysis, applicant notification procedures, and PRDOH's system of record - Canopy. It is through our R3 partnerships that we are well-versed in PRDOH guidelines, GMSOR, eligibility criteria and documentation, evaluation process, and the needs and

challenges regarding these processes for Program participants – making us the best positioned partner for PRDOH.

MOVING FORWARD

Our case management and intake mission is straightforward:

Find and Keep

Find Eligible R3, SIH, and SBIA Participants

Keep Them Informed

Keep Them Moving Forward

Keep Them Moving Forward

Intake will be the first tangible contact that an applicant has with the recovery program and it is imperative that applicants are provided accurate information in a competent, friendly, customer-service oriented manner.

The assigned Case Manager will verify the completeness and compliance of all documentation provided. If any documentation is missing or incomplete, the assigned case manager will follow up with the applicant and complete due diligence to obtain the needed documentation. Our Case Management team will support applicants to expedite eligibility determination, minimizing the stress/burden of a complex program process.



IEM's efficient intake methodology uses parallel workflows to compile and process eligibility documents already evaluated under the R3, SIH and SBIA programs in the GMSOR. We will evaluate existing documentation such as income,

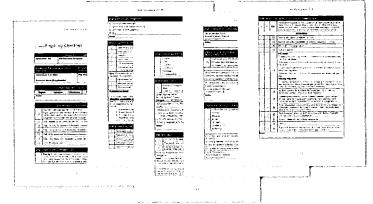
proof of ownership, business/facility affiliation, and primary residency, pre-disaster energy and water conditions, status of property tax, mortgage, insurance, that also meets the CEWRI requirements. Public-Private Partnerships Authority (the Authority) and Puerto Rico Electric Power Authority (PREPA).

CMs review applications at several levels to ensure the criteria of PRDOH's Quality Control Review are met. Intake Center Managers use the GMSOR to account for program priority, complexity, and other relevant considerations. CMs will also use GMSOR to document all communications and actions completed in regard to individual applications. Once processed, CMs will organize and securely store the applicant documentation provided. Our CM team will educate and guide applicants through subsequent processes and keep them apprised of application status

ELIGIBILITY

When the application is completed, IEM will perform an Eligibility Review of the documentation provided

regarding the Program's eligibility criteria. Case Managers review all documentation to ensure they satisfy Program requirements. Our team understands that participants cleared through ownership certification in R3 will not need to provide a clear title and will be eligible to participate. During this review, we use an IEM-created internal checklist generated from the Program guidelines and updated with every consultation, new information, and program update received during the project's progress.







Pending Application Resolution

Using data analytics, we identify groups, such as open applications, pending eligibility reviews, and ownership issues to take steps to move cases forward.

We will coordinate with PRDOH to support the prevention and detection of fraud if any is identified during our reviews.

Duplication of Benefits (DOB) Review

Our highly experienced and trained staff will review each applicant file to ensure that previously received benefits are not duplicated. IEM will examine all sources and amounts of housing assistance received or are reasonably anticipated to be received and document these sources in the applicant file within GMSOR.

In addition to the documentation provided by the applicant, we will verify benefits through PRDOH-established data streams secured with each of the Federal Agencies directly (e.g., FEMA, Small Business Administration). Data verification through other third-party sources will be immediately coordinated with each carrier to ensure streamlined returns for all program-initiated requests for private insurance, charitable, and other non-governmental sources. All DOB documentation and determination worksheets will be incorporated into each applicant's file within the system of record. This process also ensures that PRDOH has notified other agencies regarding the potential benefits an applicant may receive in the CEWRI Program. This communication is critical to PRDOH's ability to avoid costly circle backs and shift the burden of updates regarding duplicative benefits away from PRDOH and to the applicant through subrogation.

Dwelling Eligibility

Once applicant eligibility is determined, IEM will develop a work order for the pre-installation assessment visit and submit it to PRDOH for review. Following approval of the work order, we will assign a PRDOH PVS, BSS, and water storage system contractor through GMSOR to perform the pre-installation assessment site visit. IEM CMs will coordinate with the assigned Contractor and the applicant to schedule a pre-installation

assessment at a date and time that is mutually agreeable. We will ensure that the visit is conducted as planned or rescheduled if the applicant becomes unavailable. We will monitor installer/contractor reporting timeframes and document performance in the GMSOR. Completed pre-installation reports will be evaluated by IEM to determine project eligibility. The feasibility analysis will reveal if a property is eligible or ineligible through assessment of load analysis, shading analysis, interior/exterior elements such as HVAC and other assessments required in the pre installation visit.

All applicant and dwelling eligibility tasks will be completed within PRDOH's 10-day time requirement. IEM will submit completed eligibility packages to PRDOH for review and approval. All eligibility, ineligibility, or withdrawal confirmation letters/notifications will be communicated in writing via mail. Every applicant will be provided information regarding the appeals process; if an applicant disagrees with the Program's determination, they may appeal this decision. IEM will also provide eligibility determination specifics to the appeals team for support during the appeal review.

TASK 02: SCOPE OF WORK (SOW) REVIEW AND PROGRAM AWARD COORDINATION



Deliverables

Coordination with PRDOH PVS, BSS, and water storage system contractors for the quality control and quality assurance of all documentation related to the assessment and scope of work to be performed on the eligible properties.

Timeline

15 days

QA/QC

 $QA/QC\ review\ of\ all\ calculations/determinations\ by\ leads\ prior\ to\ submission$

to PRDOH.

Confidence that IEM will Deliver.

IEM understands that the SOW review and award coordination are imperative to ensure case eligibility, site readiness and permission to proceed with PV system installations. This phase of the CEWRI Program delivery must be aligned with all other moving parts to achieve all milestones.

With our vast experience synthesizing the complexities of CDBG-DR case management program compliance and technical supervision, PRDOH and stakeholders can have confidence that the CEWRI Program will be successful and result in preparedness for any event that could disrupt critical systems on the Island.

Our goal is within five days of PRDOH's approval of the project SOW, IEM will coordinate, schedule, and perform the award meeting with the applicant and the PRDOH PVS, BSS, and water storage system contractor at the applicant's property. CMs will attend the meeting and ensure all award documents are thoroughly explained, understood, and executed correctly. All completed documentation will be uploaded to the GMSOR.

IEM will also provide SOW review and program award coordination. Our team will determine the appropriate award type eligible to the applicant, draft up the award determination, and complete formal award acceptance with the applicant. Information from case assessments will be applied to each installation SOW to produce deliverables, as listed below.

Information will be applied from case assessments to each installation SOW to produce deliverables that include:

- 1. Final DOB analysis including calculations and supporting documentation
- 2. Work orders with estimated costs for equipment and installation
- 3. All finalized and adequately executed forms and agreements
- 4. Quarterly QA/QC reports identifying issues in the processes and steps taken to correct them
- 5. Documentation of approval for the SOW and installation project design, including verification that the design aligns with the approved Pre-Installation Assessment Report
- 6. Documented verification that all installer/contractor submittals meet technical and compliance criteria to complete the project
- 7. Summaries and reports documenting all steps involved in completing necessary environmental reviews to determine site eligibility
- 8. Tangible substantiation of environmental review coordination including Identification of the environmental reviewer (key staff and support)
- 9. Documented confirmation that necessary reviews were completed and that results meet eligibility criteria before the initiation of installation work, including CDBG-DR program requirements and mitigation measures

Information will be applied from case assessments to each installation SOW to produce deliverables that include:

- Completed environmental audit reports substantiating case eligibility or documenting non-compliance for the CEWRI Program award; and Documentation of liability issues with recommendations to address them
- Documentation of award visits and outcomes, outlining that all information about the CEWRI Program, the
 installation process and its intended outcome is conveyed and appropriate guidance is provided regarding the
 Project Grant Agreement
- 12. Signed Project Grant Agreements with proof of record with the jurisdictional entity, reported and entered into the PRDOH Grant Management System of Record for reference
- 13. Report all steps taken and details covered to coordinate the installation of PV and water storage systems on each eligible site, including the Notice to Proceed for the work to be completed
- 14. Tracking installation dates for project scheduling

Following notice of eligibility from PRDOH, IEM will perform a final analysis of an applicant's DOB. The result must be larger than the cost of the equipment and installation to be considered eligible. Applicants found ineligible will be notified and informed of their right to appeal and the process to do so.

IEM will develop work orders for projects where the applicant has been found eligible and approved by PRDOH. The work order will include a description of the work to be performed, estimated hard and soft costs associated with the equipment and its installation, and any other instructions necessary for the installation. This work order will be submitted to PRDOH for final approval, and all information will be uploaded to GMSOR.

Innovative Solutions

IEM will provide bilingual program guidance for award coordination, grant agreement execution, and navigation of the GMSOR.

IEM will also utilize its uality control procedure and workflows to maintain compliant flies, available for reference and audits at any time. Detailed checklists ensure steps and documents are completed before submission for approval by PRDOH.

As proven from our R3 program management, this process maximizes approval rates.

Once IEM receives PRDOH's notice of final approval, we will prepare and mail notifications of awards to approved applicants. The notification will include the details of the award and type of equipment, a description and timeline of the process, contact information, and awardee responsibilities. We will then schedule an in-person award visit with the applicant. During the award visit, the applicant consents and accepts the award to be granted. Also, the terms and end conditions of the agreement are reviewed, as well as the final requirements for funding established. IEM will use the GMSOR to track and store data from the award visit discussion and documentation. Once the completed award is returned, IEM CMs will coordinate with the applicant and the PRDOH PV system and water storage system contractor a date and time for

installation of the equipment. In preparation for the installation, the PM will develop and send a Notice to Proceed to the installer/contractor for the installation of the applicable measures.





TASK 03: FINAL INSPECTION, PAYMENT & CLOSEOUT

Deliverables

Certify work completed by the CEWRI Program's PVS, BSS, and water storage system contractor. Conduct final inspections of works completed by the CEWRI Program's

PVS, BSS, and water storage system contractor under contract by the PRDOH.

Timeline

15 days post submission of pre-inspection package

QA/QC

PM and Lead review of file for compliance following each task completion.

COORDINATION OF FINAL INSPECTION

Subcontractor Spotlight

Along with IEM's qualified key staff, our partners available to provide inspection service include TSG Services, LLC; MD Engineers PSC; and FITS.

IEM will review pre-inspection packages as they are received by the CEWRI Program PVS, BSS, and water storage system contractor – this will determine if a final inspection is warranted for each installation based on the work performed. Upon installation, the contractor will have performed a commission of the entire PVS system. A copy of this report will be included in the pre -inspection package for review.

This pre-inspection package will be reviewed against criteria established for the final inspection in accordance with technical aspects of the PVS, BSS, water storage system, and programmatic (CDBG-DR) requirements. Decisions regarding final CEWRI inspections, based on the results of the Pre-Inspection Package review, will be thoroughly documented. Specific reasons for any denial will be outlined for correction.

Once a project's pre-inspection package review is approved – warranting a final inspection – the oversight manager (OM) and program manager (PM) will assign and provide the pre-inspection package, checklist, and work summary to the Inspector. The Inspector will review this package prior to the final inspection to familiarize themselves with the project. IEM's CMs will then coordinate a time for the final inspection with the CEWRI awardee, inspection team, and the contractor who completed the installation. This inspection will consist of completing the pre-inspection checklist and validating the work performed against criteria established by PRDOH in accordance with technical aspects of the PVS, BSS, water storage system, and programmatic (CDBG-DR) requirements. All findings from the CEWRI inspections will be thoroughly documented and any reasons for denial will be specified.

FINAL INSPECTION

The IEM Program Manager will certify that the installer/contractor's work is complete following our rigorous review process. All inspection reports, associated data, and notes will be securely documented in the GMSOR and submitted to PRDOH.

IEM's checks and balances approach provides solid case and technical management throughout each CEWRI project. Final inspections should have no surprises and will be a clear demonstration of the accomplishment of the program's initiatives, goals, and quality work toward total energy and water systems redundancy for Puerto Rico.



WORR WORR

IEM's CHECKS AND BALANCES APPROACH



The PM will oversee monitoring and compliance considerations per CDBG-DR requirements



The OM will ensure logistics are conducive to the inspection



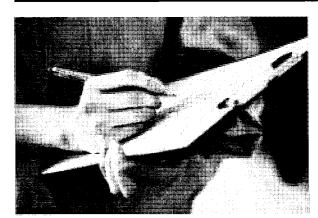
The Environmental Specialist will ensure all applicable oversight is performed



The Safety Officer will continue to ensure health and safety concerns are mitigated for risk-free work and outcomes



The Complaints Coordinator will proactively address applicant concerns throughout all program/project phases to ensure a smooth final inspection process that renders positive takeaways



IEM's qualified Inspectors will evaluate the installer's completed work for overall quality, compliance with the project SOW, and material usage compliance as approved by the Program. Every inspection will have an evaluation checklist completed and photographic evidence of the work performed and evaluated. Our team will also provide the warranty package to the applicant at this time and collect customer satisfaction surveys. The IEM Inspector will compile all documentation, evidence, and surveys, including any reports from our Complaints and Reconsiderations

Coordinator regarding issues and resolution, and provide a final inspection report of the results to PRDOH following the completion of onsite inspections.

REPORT ON FINAL INSPECTION

Inspectors will prepare an inspection report within 72 hours following each PVS, BSS, and water storage system installation inspection. The report to PRDOH will include:

IEM will provide a documented narrative regarding:

- Quality and compliance for each PV and water system installation
- Photographic substantiation of the assessment
- For non-compliant issues that are identified, steps toward resolution as well as barriers will be detailed
- Credentials of the qualifications of Inspectors assigned to progress and final inspections
- All other pertinent details for the installation work that has been accomplished under the CEWRI Program
- Customer satisfaction surveys

IEM staff will perform a completeness and compliance verification review of each installation within five days of receiving all documentation. We will then use Program-approved templates to prepare final inspection reports on the compliance of work performed by the installer. IEM's PM will certify work completion for project sites where the installation passes the final inspection. Where a project fails any aspect of the site inspection, the PM's Inspector will document the corrections needed to be made by the contractor. If the final inspection results in discrepancies between the work performed and the scope of work, installation standards, and/or equipment specifications the contractor will be responsible for bringing the installation into conformance before they will receive payment. IEM will complete frequent follow up with the contractor until all issues are resolved and then certify the outcome and submit a final report and associated documentation for payment.

IEM will submit each CEWRI Progress Inspection Report to the PRDOH, the Contractor, and any third-party regulatory entities required. The CEWRI Progress Inspection Report will become a part of the Contractor's pay application. At the completion of construction activities, IEM will complete a performance evaluation of the Contractor. IEM will strictly adhere to PRDOH's procedures utilizing the Grant Management System of Record to maintain organized records of work and outcomes for reference, audit, and program training and replication purposes.

REVIEW OF FINAL REPORT & PAYMENT REQUEST

IEM's Objective for the final inspection report and payment request process is to make it as simple, seamless, accurate, and thorough as possible while maintaining high-quality standards. IEM will exceed PRDOH's timeframe to review installation reports, complete inspections, resolve non-compliance issues, submit payment request packets prior to the inspection.

As the Contractor submits payment applications, IEM review and issue comments, if any, back to the Contractor updates or corrections within five days of receipt of application. Using PRDOH-approved invoicing checklists, will provide a recommendation on contractor payment requests and assist with the submittal of CDBG-DR funding requests to the PRDOH finance division.

IEM's Best Practice

As a best practice, IEM segregates duties for financial control. The CEWRI PM and OM have responsibility and authority to order reviews and inspections. Only the PM can recommend payments. We will train each team member to understand and perform their functions collaboratively.

Once an inspection report verifies work was successfully completed, IEM will review the entire project file for the appropriate information and documents to meet PRDOH and CDBG-DR standards.

This includes:



Documentation of required bonding and insurance



Davis-Bacon Act, and wage compliance monitoring reports (if applicable) as well as previous progress reports



We will review to ensure that the information is present, complete, and accurate

If all criteria are met, we will submit the final report to PRDOH and the contractor so that they can incorporate the document into their payment application.

We will also submit a copy of the report to any relevant third-party regulatory authorities, such as Oficina de Gerencia de Permisos (OGPe) or PREPA, if required under federal, state, or local laws or regulations.



WORR

We will ensure that inspection and payment requests are subject to a strict process of QA/QC. Guidance for QA/QC will be codified in SOPs available to all employees. The inspection process will have QC performed to ensure all documentation is reviewed before payment. The QC reviewer will directly communicate any problems to the Complaints and Reconsiderations Coordinator. The inspection and payment request process will be subject to unannounced audits to ensure project procedures, including QC reviews, are always followed.

It is IEM's job to make sure that the CEWRI Program closeout occurs as efficiently and smoothly as possible.

CLOSEOUT

Success in disaster recovery and mitigation programs, both short and long-term, is defined by how benefits

are delivered, how residents can access those benefits, and how programs can close out. This success is also bound with obligation—an obligation to the funding agencies responsible for providing benefits. PRDOH's performance metrics will be driven by those obligations. It is IEM's responsibility to ensure that PRDOH can honor those obligations by providing solid program compliance and technical assistance throughout the program lifecycle, including audit and closeout. Closeout will be completed by IEM within 15 working days for each project.

IEM's internal compliance plan includes detailed process outlines for audit engagements both during and after the contract period, document management protocols for paper and electronic files, file and project close-out, and handling disallowed costs. Specifically, this includes workflows, procedures, checklists, and the rules that will govern each. IEM's internal framework for our close out processes are strictly guided by federal regulations, SOCO framework, and customized to meet any additional state, local, and/or client requirements. For closeout, we institute an added Quality Control review prior to sign-off of closing the file or project to verify all information is present, complete, and sufficient. This review is an end-to-end file review to verify all documentation is current, complete, and accurate, and supports documentation of the file for compliance with national Objectives, income targets, geographic and demographic criteria, and program policy/standards.

CLOSEOUT PROCESS

Using closeout checklists, we verify that all tasks have been completed and compliance requirements have been met.

Our final closeout QA/QC includes a review of each required supporting task documentation:

- Eligibility
- **Environmental review**
- Grant agreement
- Construction
- Inspection
- Financial compliance
- Final construction payment



IEM has achieved the best audit and compliance record in the DR space, with error rates as low as one-tenth of one percent.

Case Manager Compliance Review

Our Case Managers will ensure compliance for each applicant by verifying that any required permits were obtained by installers/suppliers and closed, environmental activities were completed documenting any applicable clearances and/or proof of mitigation measures required, and the applicant obtained any applicable insurance and warranties of the work/materials.

IEM begins every program and each project within that program with closeout in mind. Our files always remain audit ready. In coordination with PRDOH, IEM will conduct individual file closeouts on a rolling basis as each project is completed and all final payments are made. Using closeout checklists, we will verify that all tasks have been completed, all documentation is included in the applicant file within GMSOR, and compliance requirements have been met. This includes compliance with 2 CFR 200 Subpart F, 24 CFR 570.509, CPD Closeout Notices, the DR Closeout Process, and any additional PRDOH-specific requirements, as applicable.





TASK 04: ENVIRONMENTAL REVIEW

Deliverables Obtaining environmental clearance for eligible projects – using a tiered

review process.

Timeline 60 days from submission of the application

QA/QC Streamlined workflows with automated report generation followed by a manual

QA/QC review using a checklist.

ENVIRONMENTAL REVIEW

IEM has performed over 56,000 environmental reviews throughout the US and its territories, allowing us to optimize our techniques. Our Environmental Manager, Dorilee Torres will develop program tracking for environmental assessment needs, mobilize resources, and implement protocols for reviews. In conjunction with the R3 program work, Ms. Torres will ensure that environmental reviews of prospective project sites have been completed in compliance with 24 CFR Part 58. This includes delivery of documentation prior to any construction or installation work being performed and environmental review approval by PRDOH.

For homes that already have a Tier 2 ERR approved through the R3 Program, an addendum will be made primarily for SHPO concerns related to the placement of the solar panels and cisterns. If there is a possibility of impact to a Historic District or if the house is eligible for listing, documentation will be sent to SHPO with a recommendation as to if there is or potentially could be an adverse effect based upon the construction work. If there are no SHPO concerns, an addendum will be made to the file identifying that the work does not impact the findings in the Tier 2 ERR. All documentation will be added to the GMSOR. If there is an adverse effect determined by SHPO, additional consultation will be required to determine the resolution to the effect. In any event, an addendum to file with all consultations and determinations will be mad If any applications are collected by the CEWRI Program that do not have an approved Tier II ERR, a new Tier II ERR will be prepared for the subject property.

Using the PRDOH-completed Tier 1 documents and checklist, IEM will focus on review topics that were unable to be tiered during the Tier 1 review. We will work with PRDOH and program partners on the appropriate environmental conditions for each Tier 2 review topic and implement follow-up environmental review processes.

These Tier 2 reviews will determine the project's adherence to all established protocols and requirements as defined within the Tier 1 review. We propose that the environmental inspection be carried out concurrently with the eligibility assessment and documented via IEM's environmental site survey. Eligible properties will be inspected, resulting in a completed inspection document with photos.

Completed Tier 2 Environmental Review Reports (ERR) and supporting documentation will be submitted to PRDOH for review and approval – approval must be obtained prior to site work beginning. Approval of the Tier 2 ERR will constitute notice of environmental compliance for each project in compliance with federal regulations, including 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 Num. 416-2004), and the Puerto Rico Permit Process Reform, as amended (Law Num. 161-2009) along with any other local environmental

review requirements.

Any property that does not require State Historic Preservation Office (SHPO) coordination can be completed and submitted to PRDOH within 30 days of the request. Any reviews at SHPO for more than 30 days will be completed and forwarded to PRDOH, noting that SHPO's regulatory response period has expired. Should SHPO later determine that architectural or archaeological conditions apply to the property, IEM will work with PRDOH on appropriate and timely response and remedy, including updating the ERR as needed.

Upon completion of reviews, IEM will provide the environmental packages to PRDOH for subsequent review and approval. Following approval, IEM will ensure that all mitigation measures included in the

Collaborative Approach

As a partner in the CEWRI-HH Program, our team is an extension of PRDOH's staff, and a collaborative approach is necessary for success. While carrying out the tasks outlined above, IEM will identify, document, report, and determine solutions for potential liability risks.

IEM will ensure that there are no duplications of environmental reviews by referencing records for participants in existing CDBG-DR programs. Audits of environmental review documentation will be completed and provided to PRDOH.

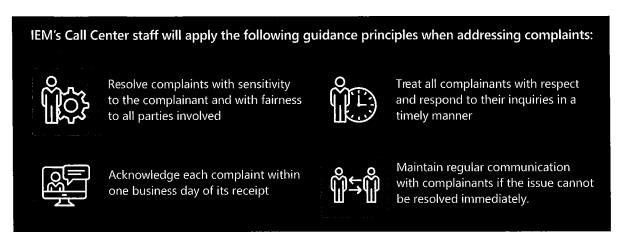
environmental review are carried out entirely during PVS, BSS, and water system installation. All homeowner information collected during the environmental review process will be kept in secure document storage and logged in the GMSOR.

ABILITY TO ADEQUATELY STAFF AND MAINTAIN SERVICE LEVELS

As a part of the daily and weekly communication that the Program Manager will have with PRDOH, IEM will require that all Program Managers provide staffing updates and anticipated needs to maintain service levels. With a regular cadence of quarterly rounds of approximately 2,500 to 3,500 applications every three months or thereabouts, our Program Manager and Operations Manager will be able to anticipate staffing needs to meet the demands as they arise and with each new round. IEM commits to keeping Case Manager caseloads at manageable levels to ensure timely and quality service - a case manager will never have more than 300 active cases. The Program Manager will inform PRDOH at regular intervals of any changes to the staffing plan and, upon request, provide any resumes or credentials of any staff on the CEWRI program.

PLAN FOR MANAGEMENT AND MITIGATION OF COMPLAINTS AND RECONSIDERATIONS

IEM recognizes that all dynamic customer service is achieved through effective communication by trained personnel who can quickly assist applicants. We have a proven record from our program deliveries with conflict resolution because we train our team to resolve issues simply and successfully by communicating effectively. IEM's Call Center staff will apply the following guidance principles when addressing complaints:

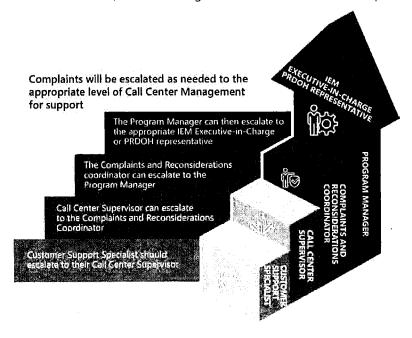






The IEM Call Center staff are trained on how to de-escalate situations and attempt to resolve the complaint. When de-escalation is not possible, or the CSR is unable to resolve the issue, the CSR will transfer or forward the original complaint and the complainant's contact information and contact preferences, as well as an update on all steps taken to resolve the issue to date, to their direct Call Center Supervisor and request their de-escalation support.

Our CMs will be trained in CEWRI Program guidelines to provide correct and accurate information within 48 hours of applicants requesting information. When callers require more specialized knowledge, our CMs use an internal communication platform to relay the message to the corresponding team member best positioned to answer the query. We track all inquiries, correspondence, and communication, whether by phone or online, in the GMSOR. CMs will be responsible for providing program information, assisting with application completion/document procurement, helping applicants understand their program status, providing written notification of status changes, mitigating complaints in collaboration with the Complaints and Reconsiderations Coordinator, and facilitating communication with work site personnel.



The Call Center Manager, Supervisors, and CSRs will address all inquiries and complaints as they arise. IEM's Call Center staff will maintain regular communication with the complainant until a resolution is established. Complaints will be escalated as needed to the appropriate level of Call Center management for support

IEM will work with PRDOH to implement appropriate reporting mechanisms such as a dedicated complaint email, website reporting tools, and other methods as determined necessary to ensure equitable access for all claimants. For all complaints received, IEM will capture:

- Name, Claimant account ID number (if applicable), and mailing address
- Contact information, including a phone number and email address, and specific contact preferences (preferred method of communication and times to be contacted)
- Any identifiable information about other parties involved in the complaint, such as the assigned CSR
- Nature of the complaint (e.g., concerns with the contractor, issues processing their claim or delays in response time from the assigned CSR)

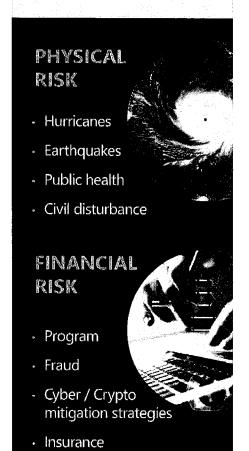
For all complaints received, including those received verbally, IEM will establish a centralized email to capture and ensure complaints are tracked and resolved in a timely fashion. The Complaints and Reconsiderations Coordinator, Misael Gil will assign a dedicated Call Center Deputy Manager to maintain a detailed account of all complaints received on a Complaint Tracker. The dedicated Call Center Deputy Manager will manage and monitor the Tracker with all submissions and updates made by the CS Deputy Managers and Supervisors.

The Program Manager and the Complaints and Reconsiderations Coordinator will routinely review the Complaint Tracker to identify trends and issues that may suggest areas for Call Center improvement and program improvements. The Complaints and Reconsiderations Coordinator, working with the Program Manager and PRDOH program management team, will identify and implement process improvements that support resolving complaints and other issues identified via the complaint process.

RISK MANAGEMENT

IEM recognizes that risk is inherent to any project, and the CEWRI project is subject to both financial and physical risk. IEM will make every effort to identify, anticipate, and employ risk identification and solutions to create a comprehensive risk management plan throughout the project. Our internal controls are based on COSO framework and ensure all requirements under 2 CFR 200 are met. The first step involves a review of the program's internal processes and controls. One critical risk that often arises is that insufficient

RISK MANAGEMENT







monitoring controls will be in place to ensure compliance with federal requirements like the Davis-Bacon Act. Other potential risks include misuse of grant funds, disbursement of funds not in keeping with the program's disbursement schedule, disbursement of funds to ineligible or fictitious recipients, duplicate payments of program funds, duplication of funding sources, and inadequate accounting of expenditures.

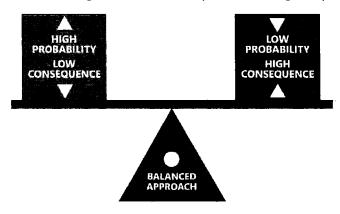


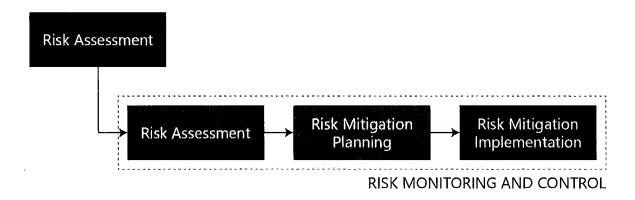


Figure 1: Risk Assessment Balanced Approach

IEM will work with PRDOH to assess the identified risks. The risks will be scored on the likelihood of occurrence and potential impact. Then, the risks will be prioritized from least to most significant. As shown in Figure 1, this risk assessment will allow us to craft a balanced approach to monitoring and managing the risks involved with the various programs—ensuring that realizing the benefits of these programs is not overly encumbered by bureaucratic processes.

The mitigation portion of the Monitoring Plan (Figure below) will include appropriate strategies to help PRDOH manage and mitigate financial risks. The IEM Team will review each program's internal controls, procedures, and policies with regard to deterrence, detection, and record-keeping to ensure that we are able to demonstrate compliance with all legal and regulatory requirements.

The purpose of a monitoring strategy is to define the scope and focus of the monitoring efforts, including establishing a framework for determining the appropriate level of monitoring given available resources. Risk analysis will enable PRDOH to target its resources to address those that pose the most significant risk to the integrity of program funds. The selection process should result in identifying those activities that represent the greatest vulnerability to fraud, waste, abuse, and mismanagement.



Attachment B



SCOPE OF WORK CEWRI-HH

Request for Proposals
Program Management Services
Home Energy 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-DRMIT-RFP-2023-05

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 Resilience Installations (HERI) and the Incentive Program (IP) Subprograms of the Community Energy and Water Resilience Installations Program (CEWRI) (collectively referred to as CEWRI-HH or CEWRI-HH Program) of the Community Development Block Grant for Mitigation (CDBG-MIT). The PRDOH reserves the right to retain program management of the CEWRI-HH Program internally and to select more than one (1) Program Manager. A description of the Program is included in the CDBG-MIT Action Plan approved by the U.S. Department of Housing and Urban Development (HUD). A complete copy of the Action Plan is available at https://cdbg-dr.pr.gov/en/download/cdbg-mit-action-plan-effective-on-april-19th-2021/, respectively.

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

- Home Energy Resilience Installations (HERI) Provides funds for installation of photovoltaic systems (PVS) and battery storage systems (BSS) 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 award for the installation of photovoltaic systems with battery storage backup of one hundred percent (100%) of the cost or \$30,000; whichever is lowest.
- Incentive Program (IP) Provides 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 award for the installation of photovoltaic systems with battery storage backup of thirty percent (30%) of the cost or \$15,000; whichever is lowest.

PRDOH will implement the Program through a reservation funds for installation of eligible PVSs and/or BSSs. Systems installation will be the responsibility of the applicant and their selected Renewable Energy Installation Company (REIC). The PRDOH will not enter into agreements with REICs for Program-sponsored installations. PRDOH will only enter into Reserve Grant Agreements (RGAs) with eligible applicants. The RGA is the contract between an eligible applicant and PRDOH for the reserve of the funds awarded by the Program. Applicants will have twelve (12) months from the RGA's execution date to install their Program-sponsored System and submit an Award Disbursement Claim (ADC) to the Program. The RGA will include the terms, conditions, obligations,

KR



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.

Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations
CDBG-DRMIT-RFP-2023-05
Community Development Block Grant – Disaster Recovery / Mitigation
Page 2 of 21

and necessary support documents for the award to be disbursed by PRDOH after the System is installed.

The ADC is the mechanism through which Applicants request disbursement of the awarded funds. ADCs are submitted after successful installation of the System by the Applicant-selected REIC. ADCs will be reviewed and approved by the Program. Thereafter, the Program will perform a System Validation Monitoring (SVM) site visit to corroborate the System's compliance with the terms and conditions of the RGAs.

To manage the local photovoltaic system installation capacity in Puerto Rico, the Program 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 the 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. 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 prior to the scheduled round launch dates. The Round Reference Guide will set forth the amount of funds to be allocated; the quantity of applications that can be accepted; the reference costs to be used for the award calculations; the start date for application intake; and any other information about the round deemed necessary by PRDOH.

Applicant intake will also be complete using a two-step process.

- Step 01: Program Application Tickets Distribution: Application slots are distributed to citizens that pass an initial screening process regarding the round's eligibility criteria.
- Step 02: Program Application Intake: Those with that acquired an application slot under Step 01 gather the data and documentation required for submission of a complete application. Documentation includes a System Quote from an Applicant-selected REIC.

Each applicant will outsource a Program-approved REIC to be responsible for the installation of the System.

The Proposer will be responsible for the intake, household eligibility review, duplication of benefits (**DOB**) review, system eligibility review, environmental review, and award notification activities related to the reservation of funds for eligible applicants. The Proposer will be responsible for reviewing and monitoring the compliance of the Systems with the terms and conditions of the RGAs and the Program after installation. The Proposer will recommend disbursements of the awards.

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 Program, additional work (applications) may be assigned under the contract and its extensions. If additional CDBG-MIT or federal funds are allocated to Puerto Rico during the life of the contract, Proposer staff may be assigned to work

KR

WORR

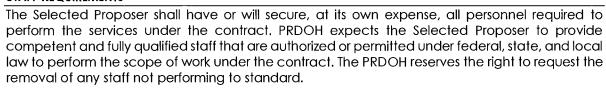
Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations
CDBG-DRMIT-RFP-2023-05
Community Development Block Grant – Disaster Recovery / Mitigation
Page 3 of 21

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

All Program Manager's key staff resources must be ready to begin work within two (2) weeks of 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



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 ManagerQty: 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.
 - Shall be available on-call and assist program status and progress meetings.
 - 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, and CDBG-MIT Program policies, requirements, and procedures; and shall possess knowledge of regulatory and statutory compliance requirements for 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.
- Must be located in Puerto Rico.





- Will be responsible for the daily field operations and ensuring that such daily operations are performed in the most efficient manner.
- Will oversee logistics management, ensuring that procedures are in place to align with the program's goals and objectives.
- Will oversee standards of performance, safety policies, and procedures, and adjust internal policies as necessary.
- 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.

The resource to be assigned to the Operations Manager positions:

- Must be a licensed Professional Engineer or Registered Architect and have deep knowledge of PVSs and BSSs.
- Must have at least five (5) years of experience in project/program management.
- Must be located in Puerto Rico.
- Environmental ManagerQty. 1
 The resource assigned to the Environmental Manager position:
 - Will lead environmental assignments and supervise support staff assigned for environmental activities.
 - Will be responsible for the daily environmental operations and ensuring they are performed in the most efficient manner.
 - Will ensure that program production targets of the Program's environmental reviews are met.
 - Will participate in meetings in support of the environmental activities.
 - Will ensure that evaluations, office and field reviews of activities to be funded by the Program are in compliance with applicable environmental laws, rules, and regulations.
 - Will analyze and provide recommendations on environmental mitigation measures that should/must be implemented as part of the Program-sponsored activities.
 - Will coordinate and ensure that Agency Consultation activities (e.g. consultation with the State Historic Preservation Office (SHPO)) are conducted efficiently and in compliance with the Agency requirements.

The resource to be assigned to the Operations Manager positions:

- Must have a bachelor's degree or higher in engineering, environmental sciences, or similar field.
- Must have at least three (3) years of experience in tiered environmental reviews for CDBG-funded activities.
- Must be located in Puerto Rico.
- - Will be responsible for the coordination of complaints' resolution by performing tasks such as investigating the complaints, surveys, interviews, educating the applicants, etc.





Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations
CDBG-DRMIT-RFP-2023-05
Community Development Block Grant – Disaster Recovery / Mitigation
Page 5 of 21

- 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.
- 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
- 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 07** described further in this document. Additional staff do 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 07**.

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 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 RGAs 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:

Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations
CDBG-DRMIT-RFP-2023-05
Community Development Block Grant – Disaster Recovery / Mitigation
Page 6 of 21

- 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).

Monitors

Monitors shall be responsible for:

- Reviewing initial project submission from applicants for compliance with project eligibility requirements of the Program(s).
- Reviewing Award 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 REIC.
- Coordinating site monitoring visits with the applicant.
- Conducting site visits on participating properties to check for compliance with the RGA 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 amount of 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.

Environmental Specialists

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 SHPO. 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.





Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations
CDBG-DRMIT-RFP-2023-05
Community Development Block Grant – Disaster Recovery / Mitigation
Page 7 of 21

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 Program. 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:

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 dayto-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 Division.
- Provides the PRDOH Communications Division 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.





Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations
CDBG-DRMIT-RFP-2023-05
Community Development Block Grant – Disaster Recovery / Mitigation
Page 8 of 21

- 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 of disseminating information and transferring 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.





Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations
CDBG-DRMIT-RFP-2023-05
Community Development Block Grant – Disaster Recovery / Mitigation
Page 9 of 21

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

Document 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.

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).





Program Management Services Home Energy and Water Resilience Installations and Incentive Subprograms Community Energy and Water Resilience Installations CDBG-DRMIT-RFP-2023-05 Community Development Block Grant - Disaster Recovery / Mitigation Page 10 of 21

- 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 nonprofit 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 07 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:

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 an 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 07 (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.







Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations
CDBG-DRMIT-RFP-2023-05
Community Development Block Grant – Disaster Recovery / Mitigation
Page 11 of 21

- 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 REIC personnel.
- 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.

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.
- Receive, log, evaluate, acquire additional information, make, and notify determinations on program-based reconsideration requests submitted by applicants.
 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.





Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations
CDBG-DRMIT-RFP-2023-05
Community Development Block Grant – Disaster Recovery / Mitigation
Page 12 of 21

Document Control

- 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)¹ 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.

The cost of the task support activities is considered in the unit costs of Tasks 01 through 07.

TASK 01: IN PERSON APPLICATION INTAKE

PER UNIT TASK

Applications for the Program(s) will be submitted by prospective applicants through a web-based application portal. Nonetheless, should a citizen require assistance with the submission of an application, the Program Manager will make staff available to assist. This task shall include the following:





Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations
CDBG-DRMIT-RFP-2023-05
Community Development Block Grant – Disaster Recovery / Mitigation

- Receiving requests for assistance, either through phone or in-person visits to Regional Intake Centers (See Task 08: 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 the submission of an application to the Program(s).

TASK 02: 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 award determinations following the procedures established for the Program. Once applicant and project eligibility, duplication of benefits, and environmental reviews (see **Task 03**) are complete, the Program Manager will submit application packages to PRDOH for approval prior to notifying applicants. 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, among others.
- Evaluate documentation in preparation for an eligibility evaluation based on Program policies and federal requirements.
- Identify/verify applicant required documentation to validate Program prioritization.
- Request any information that may be required from the applicant to complete the eligibility process.
- Follow due-diligence processes established by Program 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





Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations
CDBG-DRMIT-RFP-2023-05
Community Development Block Grant – Disaster Recovery / Mitigation
Page 14 of 21

- Work with applicants, municipalities, taxing authorities, insurance companies, thirdparty 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. 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 applications, eligibility award determination, and other issues.
- Any other tasks necessary to complete the eligibility review of applications.

Duplication of Benefits Review

- Interview applicants and collect all relevant information required to make a 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 DOB review.
- Any other tasks necessary to complete the DOB review.

Project/System Eligibility Review

- Review all documents required from applicants and third parties; and ensure that the provided documents are sufficient according to Program policies and procedures.
- Review documentation, make and justify determinations of each project eligibility criterion of the Program. 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 award amount for the application taking into consideration the Program 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.
- Compose, review, and execute the Eligibility and Award Reservation Notice for applications deemed eligible for the Program.
- Send the Eligibility and 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.





Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations
CDBG-DRMIT-RFP-2023-05
Community Development Block Grant – Disaster Recovery / Mitigation
Page 15 of 21

- 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.

TASK 03: ENVIRONMENTAL REVIEW

PER UNIT TASK

The Program Manager will be responsible for obtaining environmental clearance of eligible projects funded by the Program. Environmental clearance for the Program will be achieved through a tiered environmental review process; whereby the PRDOH completes the broad level 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; hazardous materials; 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. 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.

Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations
CDBG-DRMIT-RFP-2023-05
Community Development Block Grant – Disaster Recovery / Mitigation
Page 16 of 21

- 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.

TASK 04: SYSTEM VALIDATION MONITORING

PER UNIT TASK

Applicants, upon completion of their PVS and/or BSS installation, will submit an Award Disbursement Claim (ADC) to the Program. The Program Manager will be responsible for reviewing the ADC, along with its associated documents, for completeness and compliance with Program's requirements. Should the ADC comply with requirements, the Program Manager will calculate and certify the corresponding disbursement of the award, if any. The Program Manager will request corrections to ADCs that don't comply with the Program's requirements.

Upon approval of a complete and compliant ADC the Program Manager will coordinate a Site Validation Monitoring (SVM) 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 and Reserve Grant Agreement requirements. Should the System, as validated through a site visit, be found to comply with requirements, the Program Manager will calculate and certify the corresponding disbursement of the award, if any.

This task shall include the following:

Award Disbursement Claim Review

- Monitor the applicant's and REIC's interactions in PRDOH's System of Record regarding the submission of an ADC to Program. Should applicant take three (3) or more days to take action on an ADC, follow-up with applicant and offer assistance. Ensure the ADC is reviewed by applicant and eventually submitted to Program.
- Receive and review documents submitted by the applicant with their Award Disbursement Claim for completeness and compliance with Program and Reserve Grant Agreement requirements.
- The Program Manager shall determine if ADC complies and the applicant's PVS and/or BSS is ready for the SVM site visit.
 - If the project is not ready for the SVM site visit, or if corrections to the ADC are required, the Program Manager shall return the ADC to the applicant for corrections and resubmission. ADC returns will be notified through a Corrections Required to Award Disbursement Claim Notice.
 - If the project is ready for the SVM site visit and the ADC is found to comply, the Program Manager shall calculate any award disbursements upon ADC approval following the Program's policies and procedures. ADC approvals will be notified through an Award Disbursement Claim Approval Notice.
- Any other tasks necessary to ensure that a complete and compliant Incentive Disbursement Claim is submitted by the applicant.

Site Visit & Monitoring Report





Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations
CDBG-DRMIT-RFP-2023-05
Community Development Block Grant – Disaster Recovery / Miligation
Page 17 of 21

- Coordinate a date and time with the applicant to visit the site and inspect the PVS and/or BSS installed by the applicant-selected REIC. 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 SVM site 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, they must promptly inform the applicant of the non-compliance issues identified and the options available to the applicant to resolve and finalize the process with the Program.
- Prepare a report of the SVM site 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 REIC.
- Depending on the results of the SVM site visit:
 - If the installation is found to not follow Program or Reserve Grant Agreement requirements, the Program Manager shall notify the necessary corrections to applicant using the Failed System Validation Notice.
 - If the installation is found to follow Program and Reserve Grant Agreement requirements, the Program Manager will calculate award disbursements, if any, following the Program's policies and procedures. Final site visit will be notified using the Final System Validation Notice.
- Any other tasks necessary to ensure that a compliant PVS and/or BSS was installed by the applicant.

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 SVM visit 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 05: INCENTIVE DISBURSEMENT AND ADMINISTRATIVE CLOSEOUT

PER UNIT TASK

Upon the applicant's System passing its SVM site visit, and the Program Manager notifying it using the Final System Validation Notice, the Program Manager shall proceed with the administrative closeout for the applicant. This process has the purpose of ensuring that policies and procedures were followed, that there is sufficient supporting documentation for Program determinations, and that all disbursements have been properly completed.

This task shall include the following:

Administrative Closeout

 The Program Manager shall be responsible for the final closeout of applications once all work under an award is completed.

KR

WORR

Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations
CDBG-DRMIT-RFP-2023-05
Community Development Block Grant – Disaster Recovery / Mitigation
Page 18 of 21

- 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 applications.

TASK 06: 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 Secretary of Interior's (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.



WORR

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 07: 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 will need to calculate the Substantial Improvement factor prior to awarding assistance. For the Program to do this, appraisals of home market value may be necessary.

As part of the Such appraisal will be used for calculating the Substantial Improvement factor of the improvements sponsored by the Program as part of the Environmental Review.

Whenever a property requesting Program 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 visit 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.

Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations
CDBG-DRMIT-RFP-2023-05
Community Development Block Grant – Disaster Recovery / Mitigation
Page 19 of 21

TASK 08: REIMBURSABLE EXPENSES: REGIONAL INTAKE CENTERS

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.





Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations
CDBG-DRMIT-RFP-2023-05
Community Development Block Grant – Disaster Recovery / Mitigation
Page 20 of 21

DELIVERABLES

Deliverables shall be considered those tangibles and resulting work products which are to be delivered to the PRDOH. All deliverables and resulting work products from this contract will become the property of the PRDOH. The Proposer shall certify the accurateness of its deliverables to the PRDOH.

Task	Deliverable	Timeframes
PER UNIT TASK	Communications	The Case Manager shall, at minimum, contact the applicants of active applications every fifteen (15) days to provide or check on application status.
		Respond to applicants within one (1) business day from the time applicants make initial contact.
	Reconsiderations	Program-Based Reconsideration request shall be evaluated within fifteen (15) calendar days of receipt.
02 ELIGIBILITY REVIEW AND INCENTIVE AWARD DETERMINATION	Eligibility	All applications under a specific round must be notified of their eligibility determination and award funds reserved within ninety (90) calendar days of the application submission date. Otherwise, the Task will be subject to liquidated damages. Nonetheless, the Proposer must target the notification of eligibility and award funds reserved within sixty (60) calendar days of the application submission date.
03 ENVIRONMENTAL REVIEW	Environmental Review	All eligible applications under a specific round must have their Site-Specific Tier 2 ERR completed within ninety (90) calendar days of the application submission date. Otherwise, the Task will be subject to liquidated damages. Nonetheless, the Proposer must target the completion of Site-Specific Tier 2 ERRs within sixty (60) calendar days of the application submission date.





Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations
CDBG-DRMIT-RFP-2023-05
Community Development Block Grant – Disaster Recovery / Mitigation
Page 21 of 21

Task	Deliverable	Timeframes
04 System Validation Monitoring	Award Disbursement Claim (ADC)	ADCs shall be reviewed, and the determination notified, by the Program Manager within five (5) calendar days of the ADC being received by the Program. Site visits and monitoring reports shall be completed by the Program Manager within thirty (30) calendar days of an ADC being approved by the Program Manager. Otherwise, the Task will be subject to liquidated damages. Nonetheless, the Proposer must target the review and determination notification of ADCs within three (3) calendar days of the ADC's receipt date; and the completion of site visits and monitoring reports within ten (10) calendar days of the ADC's approval date.





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



SCOPE OF WORK CEWRI-DR

Request for Proposals
Program Management Services
Home Energy 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-DRMIT-RFP-2023-05

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 CDBG-DR Community Energy and Water Resilience Installations (**CEWRI**) Program. The PRDOH reserves the right to retain program management of the CEWRI internally and to select more than one Program Manager. A description of the Program is included in the CDBG-DR Action Plan approved by the U.S. Department of Housing and Urban Development (**HUD**). A complete copy of the Action Plan is available at www.cdbg-dr.pr.gov/action-plan.

A description of the CEWRI 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, Relocation, or New Construction under the Repair, Reconstruction, or Relocation Program (R3 Program).

The PRDOH will implement the Program through the use of internal resources and outsourced consultants and contractors. For the Community Energy and Water Resilience Installations Program, PRDOH will outsource general installer/contractor to be responsible for the coordination, assessment, supply and installation of the Photovoltaic (PV) system with battery back-up for critical loads and water storage system, including their related appurtenances. The Proposer will be responsible for everyday management of the different tasks performed by the PRDOH's other contractors. The Proposer will also be responsible for the inspection of all works completed through the program.

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-DR Programs, additional work (applications) may be assigned under the contract and its extensions. If additional CDBG-DR funds are allocated to Puerto Rico during the life of the contract, Proposer staff may be assigned to work on those future federal grants awarded and potentially expand those services to accommodate other similar





Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations
CDBG-DRMIT-RFP-2023-05
Community Development Block Grant – Disaster Recovery / Mitigation
Page 2 of 23

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

All Program Manager's key staff resources must be ready to begin work within two (2) weeks of 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





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 ManagerQty: 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.
 - Shall be available on-call and assist program status and progress meetings.
 - 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 Program policies, requirements, and procedures; and shall possess knowledge of regulatory and statutory compliance requirements for CDBG-DR or similar programs/projects.

The resource assigned to the Program Manager:

• Must have a bachelor's degree from an accredited institution.

Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations
CDBG-DRMIT-RFP-2023-05
Community Development Block Grant – Disaster Recovery / Mitigation
Page 3 of 23

- Must have at least five (5) years of experience in federally funded programs management or related field.
- Must be located in Puerto Rico.
- 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.
 - Will oversee logistics management, ensuring that procedures are in place to align with the program's goals and objectives.
 - Will oversee standards of performance, safety policies, and procedures, and adjust internal policies as necessary.
 - 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.

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.
- Must be located in Puerto Rico.
- - 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.
 - 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
- Must have at least five (5) years of experience working in a customer relations position.





- - Will be responsible for developing, monitoring, and implementing health and safety policies as to ensure that programs follow health and safety laws and regulations, and to reduce or prevent hazards, dangers, and accidents.
 - Shall conduct spot inspections at projects to identify potential hazards, assess their risk, report on them, and enforce compliance with policies and regulations.
 - Shall review and approve the installers/contractor's safety plans.

The resource assigned to the Safety Officer Coordinator position:

- Must have, at the least, an OSHA 30 hours training certification in the construction industry.
- Must have at least three (3) years of experience working as safety officer in construction projects.
- Environmental ManagerQty. 1

 The resource assigned to the Environmental Manager position:
 - Will lead environmental assignments and supervise support staff assigned for environmental activities.
 - Will be responsible for the daily environmental operations and ensuring they are performed in the most efficient manner.
 - Will ensure that program production targets of the Program's environmental reviews are met.
 - Will participate in meetings in support of the environmental activities.
 - Will ensure that evaluations, office and field reviews of activities to be funded by the Program are in compliance with applicable environmental laws, rules, and regulations.
 - Will analyze and provide recommendations on environmental mitigation measures that should/must be implemented as part of the Program-sponsored activities.
 - Will coordinate and ensure that Agency Consultation activities (e.g. consultation with the State Historic Preservation Office (SHPO)) are conducted efficiently and in compliance with the Agency requirements.
 - Will be responsible to ensure that the environmental review has been performed and the addition of the PV System and/or Water Storage System will not invalidate that review; Verify Environmental Tier 2 Packages performed by Environmental reviewer and send package to PRDOH for review; Verify that the environmental review is approved by the PRDOH and signed; Verify that all mitigation requirements are captured (i.e., installation of PV panels on the opposite side of the street for historic homes) and completed; Maintains environmental compliance records from existing CDBG-DR Program documents from previous environmental reviews of selected applicants; Prevent overlapping executions from previous CDBG-DR Programs environmental reports; Provide technical assistance to environmental review personnel for each assigned case to be evaluated; Identify





Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations
CDBG-DRMIT-RFP-2023-05
Community Development Block Grant – Disaster Recovery / Mitigation
Page 5 of 23

potential environmental liability issues and provide written documentation of findings to Program Management firm and PRDOH; Review, consolidate, and complete environmental compliance audit reports for the Program Manager's approval; Verify that all documentation is complete and stored in the PRDOH Grant Management System of Record.

The resource assigned to the Environmental Manager position:

- Must have a bachelor's degree or higher in engineering, environmental sciences, or similar field.
- Must have at least three (3) years of experience in tiered environmental reviews for CDBG-funded activities.
- Must be located in Puerto Rico.

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 04** 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 04**.

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).
- Evaluating any potential DOB of the applicant and household per the Stafford Act and HUD issued guidance.
- Coordinating site visits, for the award benefits with the applicant and the PRDOH
 PV system and water storage system contractor.
- Providing advice and assistance to the Program applicants in obtaining the
 needed services which may include benefits/entitlement counseling and referral
 activities to assist eligible applicants to obtain access to the program for which
 they may be eligible.
- Ensuring that an environmental review is performed, and that environmental clearance is obtained prior to the commitment of any Program(s) funds.





Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations
CDBG-DRMIT-RFP-2023-05
Community Development Block Grant – Disaster Recovery / Mitigation
Page 6 of 23

- Reviewing agency records in order to document and identify information related to the Program evaluation.
- Used the record system provided by PRDOH to develop a workflow, manage applicants data, integrate data with existing systems, and configure dashboards to make the information readily available.
- Will be responsible for the development of installer/contractor work orders.
- 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).

Inspectors

Inspectors shall be responsible for:

- Inspecting on residential properties to check for compliance with the state and federal regulations and assess if the installed measures are in accordance with the Project Design, Program Requirement, and industry standards.
- Examine both the property's interior and exterior, including infrastructure, electrical and plumbing systems, and water quality.
- Creating detailed reports about their inspection findings and present these to the Program Manager. Aside from descriptions of the installed measures, defects and recommendations for repair and maintenance, these also contain extensive photos, diagrams of property structures, and notes from observation.
- Collecting, reviewing and analyzed data, and prepared reports.
- Reviewing and approve each case Scope of Work, materials submittals, and Project Design, including plans and specifications, to be performed by the PRDOH PV system and water storage system contractor as per the approved Pre-Installation Assessment Report.
- Conducting QAQC review of the installer/contractor's pre-inspection package and final inspection reports.
- Evaluating special cases of work non-compliance and assist in assessments
 requiring special engineering or technical considerations for out of the ordinary
 conditions that may require specialized knowledge and attention to determine if
 the equipment installation can or cannot be performed in a way that assures
 overall safety and integrity of the equipment and the existing structures, as
 needed.





Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations
CDBG-DRMIT-RFP-2023-05
Community Development Block Grant – Disaster Recovery / Mitigation
Page 7 of 23

Inspectors shall comply with the following credentials:

- Must be licensed professional engineers or architect in compliance with Puerto Rico's Act Number 173 of August 12, 1988, as amended or Certified Electrician Expert (Known in Spanish as Perito Electricista Colegiado) with in-depth knowledge in PV systems and Battery backup and water storage system, 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.

Environmental Specialists

Environmental Specialists shall be responsible for:

- Preparing environmental reviews for the PV systems and Battery backup and water storage system 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 SHPO. 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:





Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations
CDBG-DRMIT-RFP-2023-05
Community Development Block Grant – Disaster Recovery / Mitigation
Page 8 of 23

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

TASK 00: GENERAL 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:

KR



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 dayto-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.

Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations
CDBG-DRMIT-RFP-2023-05
Community Development Block Grant – Disaster Recovery / Mitigation
Page 9 of 23

- 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.
- Responsible for the management, contract administration, and performance metrics of the Installers/Contractors and other PRDOH Vendors related to the CEWRI Program.
- Review contractors and subcontractors contract deliverables to determine if such contractors and subcontractors are in compliance with their contracts and CDBG-DR requirements.
- Develop and/or utilize existing processes for PRDOH to properly collect data and document information as necessary to optimize compliance with all funding streams.
- 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.





Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations
CDBG-DRMIT-RFP-2023-05
Community Development Block Grant – Disaster Recovery / Mitigation
Page 10 of 23

- 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.
- Any other supporting functions or tasks necessary to implement an efficient and compliant program management and case management process, deliverables, and due diligence.
- Provide engineering and installation oversight for the implemented measures, installation determinations, inspections for compliance, and HUD quality standards.
- Perform periodic reviews of construction contractor inspection reports, evaluations of invoices, and other programmatic management activities.
- Ensure compliance with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (when applicable), Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act, Fair Housing and Equal Opportunity Standards, and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the execution of the CEWRI Program. Take special notes of minimum wage increases planned for Puerto Rico's construction workforce. Proposer will be required to ensure compliance with minimum wages.
- Perform periodic reviews of construction contractor files to ensure compliance with the statutory and regulatory compliance of Section 3 Housing and Urban Development Act of 1968.
- Manage all designated installation of measures activities to include but not limited cost analysis, inspections, construction progress, contractors' invoices review, and payment approvals, among others.
- Any other supporting functions or tasks necessary to implement an efficient and compliant program management and case management process, deliverables, and due diligence.

Construction and Statutory Compliance

- Prepare, review, and approve change orders.
- Set-up on-site visits and perform on-site monitoring interviews.
- Evaluate and approve the Programs installer/contractor's materials submittals.
- Hold installer/contractor accountable for warranty issues and oversee warranty calls to a firm.
- Conduct quality assurance and quality control inspections and follow up on all program procedures





Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations
CDBG-DRMIT-RFP-2023-05
Community Development Block Grant – Disaster Recovery / Mitigation
Page 11 of 23

- Ensure that the installed measures under the program are in accordance and in compliance with all federal, state, local and CDBG-DR Program policies, requirements, and procedures.
- Any other task necessary to ensure construction and statutory compliance of the programs.

Document 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.

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. Monthly Report must include project activity deemed critical by the PRDOH and must include but not limited to the following:
 - Number of potential applicants by program; quantity of applications received; percentage of application reviewed; percentage of eligible applicants; percent of LMI eligible applicants; Quantity of Preliminary eligibility notifications sent; quantity of work orders for the pre-installation assessment visit; number of assigned cases to the PRDOH PV system and water storage system contractor; percentage of Pre-Installation Assessment Report reviewed and approved, and any additional indicator required by the PRDOH.
 - Under the Complete Application and Assessment Review tasks, submit the following documents to PRDOH: Preliminary eligibility notifications; work orders for the pre-installation assessment visit; Pre-Installation Assessment Report, and any additional document required by the PRDOH.
 - Scope of Work Review and Program Award Coordination Monthly Report that may include but not limited to the following: percentage of reviewed and approved Case Scope of Work; percentage of reviewed and approved Project Design to be performed by the PRDOH PV system and water storage system contractor; quantity of Environmental Review





Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations
CDBG-DRMIT-RFP-2023-05
Community Development Block Grant – Disaster Recovery / Mitigation
Page 12 of 23

performed; quantity of award visit; percentage of awards granted; quantity of Issued Notice to Proceed (NTPs), and any additional indicator required by the PRDOH.

- Under the Scope of Work Review and Program Award Coordination tasks, submit the following documents to PRDOH: approved Case Scope of Work; approved Project Design to be performed by the PRDOH PV system and water storage system contractor; Environmental Review report performed; awards granted; issued Notice to Proceed, and any additional document required by the PRDOH.
- Final Inspections, Payment Requests & Closeout-Monthly Report that may include but not limited to the following: percentage of installations that started on-time; quantity of Household completed per month; average timeframe of completion since assignment; percentage of inspections assigned; quantity of inspections approved per month; quantity of inspections approved with notes per month; Average percentage timeframe for inspections to be completed; percentage of satisfied customers per month; percentage of payments requests; quantity of cases closed per month, and any additional indicator required by the PRDOH.
- Under the Final Inspections, Payment Requests & Closeout tasks, submit the following documents to PRDOH: inspections reports; customer satisfaction survey and report; payment request, and any additional document required by the PRDOH.
- 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).
- Any other tasks necessary to ensure proper accounting and reporting as related to the Program(s).

Applicant Relations & Outreach Support

- Setting up a team to receive and handle calls forwarded from the CDBG-DR Call Center. The Proposer will receive calls from the CDBG-DR Call Central Call Center with potential applicants for the Proposer staff to guide them through the application process; collect eligibility, and other documents; and to make sure that complaints are properly addressed all throughout the process.
- The portfolio of applications will require the staff to provide program support for inquiries made by the applicants via phone, email, or online web submission.
- Track all inquiries in the PRDOH Grant Management System of Record.
- Coordinate outreach efforts, including but not limited to visits, calls, or written notices as required by the PRDOH.



WORR

Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations
CDBG-DRMIT-RFP-2023-05
Community Development Block Grant – Disaster Recovery / Mitigation
Page 13 of 23

- Provide written correspondence to all applicants to relay the status of their file at critical stages.
- Provide consultation services to applicants as required. This includes providing technical assistance to facilitate communication between applicant and work site personnel for timely completion of construction.
- Respond to applicants within a 48-hour period from the time applicants make any requests.
- Adhere to reasonable customer service standards established by PRDOH. This may include tasks such as sending mass texts to applicants whose applications may be on hold for any number of reasons.
- 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 nonprofit organizations, media, and associated press members.
- Document all applicant outreach efforts and outcomes.
- Perform customer satisfaction analysis during and at the end of the program of the worked performed the program and provide feedback on corrective action if needed during the process that resulted from the analysis
- Any other tasks necessary to ensure proper relations of the Program Manager with its assigned applicants.

PER UNIT TASKS

Tasks 01 through 04 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:

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 PRDOH PV system and water storage system contractor with questions regarding program steps and/or requirements, and other matters in direct relation to the processing of applications for the Program.
- 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.





Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations
CDBG-DRMIT-RFP-2023-05
Community Development Block Grant – Disaster Recovery / Mitigation
Page 14 of 23

- Call Center must be staffed with personnel that is not working directly on the activities
 of Tasks 01 through 04 (i.e., call center staff cannot be a case manager, a team lead,
 a inspector, 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
 the PRDOH PV system and water storage system contractor.
- 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.

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.
- Receive, log, evaluate, acquire additional information, make, and notify determinations on program-based reconsideration requests submitted by applicants.
 Program-Based. 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.







Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations
CDBG-DRMIT-RFP-2023-05
Community Development Block Grant – Disaster Recovery / Mitigation
Page 15 of 23

 Any other tasks to promptly evaluate program-based reconsideration requests or to assist the PRDOH in the evaluation of administrative review requests.

Document Control

- 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; 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 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.

The cost of the task support activities is considered in the unit costs of Tasks 01 through 04.

KR

WOKK_ WORR Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations
CDBG-DRMIT-RFP-2023-05
Community Development Block Grant – Disaster Recovery / Mitigation
Page 16 of 23

The Program Manager shall be responsible for the collection of all required information related to eligibility and duplication of benefits analysis. The Program Manager will submit application packages, including all required documentation, to the PRDOH for the corresponding eligibility and final award amounts determination. Also, any notary services required in the eligibility process shall be included as part of the Program Management services. This task shall be performed by case and include the following:

Intake

- Perform and assist PRDOH in the outreach for the promotion of the Program that includes but is not limited to prepare and send physical and electronic correspondence and notifications via mail and electronically through the PRDOH Grant Management System of Record, and any other communication venues.
- Receive and process all applicants referred by R3 Program. Intake will be done using CDBG-DR Program applications from a website or phone or the PRDOH Grant Management System of Record.
- Perform intake activities and reports through the PRDOH Grant Management System of Record.
- Educating and guiding the applicant through the requirements and timing.
- Assisting the applicant in the evaluation of his/her options.
- Provide guidance and support to the applicant through the application and intake process.
- Performing initial application screening and processing, including completeness review and threshold eligibility review.
- Coordinate with R3 Program Managers and Grant Manager to compile and evaluate all eligibility documents that were already evaluated under the R3 Program through the PRDOH Grant Management System of Record.
- Collect and confirm the required documentation for the applicable award such as income documentation, proof of ownership, proof of primary residence, pre-disaster housing conditions and values, status of applicant's property taxes, mortgage, insurance, etc.
- Request to the applicants any additional information that may be required necessary for the eligibility process of the CEWRI Program.
- Interviewing applicants and collecting all relevant information required to make a Benefit Determination and Verification (BDV), including Duplication of Benefits (DOB).
- Evaluating documentation to be later submitted for PRDOH's determination of eliaibility for CDBG-DR award based on program and federal requirements.
- Follow due-diligence processes to provide opportunity for applicants to supply missing and supporting information.
- Verifying that information submitted by applicants is recorded in the PRDOH Grant Management System of Record; contact the applicant to resolve any missing or incomplete items.
- Documenting communications with applicants regarding the status of their applications and subsequent related processes.

KR

WORR

Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations
CDBG-DRMIT-RFP-2023-05
Community Development Block Grant – Disaster Recovery / Mitigation
Page 17 of 23

Any other task necessary to complete the intake process of applicants.

Eligibility

- Perform eligibility activities and reports through the PRDOH Grant Management System
 of Record.
- Working in coordination with PRDOH to maintain records and communications for detection and prevention of fraud.
- Documenting communications with applicants regarding the status of their applications and subsequent related processes.
- Obtain the subrogation agreement and the right of entry from the applicant.

Applicants Eligibility

- Confirm applicant proof of ownership documents. Identify owners from recorded documents.
- Perform a review of all documents required from applicants of the Program and third parties and ensure that the provided documents are sufficient according to Program policies and procedures.
- Verification of benefits available to applicants.
- Identify and prevention of any remaining DOB.
- Reviewing receipts provided for previous work and calculating the preliminary amount of funding the applicant is eligible to receive.
- Review all open application, eligibility award determination, and/or owneroccupant issues.

Dwelling Eligibility

- Once the Applicant Eligibility is completed, assign a PRDOH PV system and water storage system contractor to the project through the PRDOH Grant Management System of Record to conduct the Pre-Installation Assessment Visit.
- Once selected, coordinate with the PRDOH PV system and water storage system contractor the case work orders for the pre-installation assessment.
- Coordinate with the applicant and the PRDOH PV system and water storage system contractor the date and time for the pre-installation assessment visit.
- Review and approve the Pre-Installation Assessment Report by the PRDOH PV system and water storage system contractor to determine project eligibility.
- Mail eligibility, ineligibility or withdrawal confirmation letters or Notifications.
- Advising applicants who are deemed ineligible and informing of the applicable appeals process.
- Provide eligibility decision justification to appeals team.
- Any other task necessary to complete the eligibility process of applicants.

The PRDOH will issue payments for completed applications unit, once the Eligibility Notification was mailed to the applicant by the Proposer. PRDOH will pay 50% of the Complete





Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations
CDBG-DRMIT-RFP-2023-05
Community Development Block Grant – Disaster Recovery / Mitigation
Page 18 of 23

Applications unit cost to the Proposer for applications deemed ineligible after the preinstallation assessment report is reviewed. No payment will be issued by the PRDOH to the Proposer for applications where the applicant withdraws from the CEWRI Program. Also, Selected Proposer may be required to perform intake tasks during weekends (i.e. Saturdays and Sundays).

TASK 02: SCOPE OF WORK REVIEW AND PROGRAM AWARD COORDINATION

PER UNIT TASK

The Proposer shall be responsible for coordinating with the PRDOH PV system and water storage system contractor, for the quality control and quality assurance of all documentation related to the assessment and scope of work to be perform on the eligible properties. This task shall be completed once a notice to proceed with works is issued to the PRDOH PV system and water storage system contractor. This task shall be performed by each eligible case and will include the following:

- Review and approve the Case Scope of Work and Project Design to be performed by the PRDOH PV system and water storage system contractor as per the approved Pre-Installation Assessment Report.
- Perform final review of the work order, file, and Project Design and conduct review of submitted specifications and submittals by the installer/contractor.
- When applicable, ensure that the environmental reviews of applicable cases have been performed prior to any construction or installation work being performed and approved and that the environmental review has been approved.
- Perform the award visit including but not limited to the following
 - Performed award visit to each applicant's property to conduct the Project Grant Agreement.
 - Perform orientation to Applicants of the measures that are being offered and that may be installed in the unit.
 - Inform the applicant about the award and provide him with guidance as to the next steps to be taken by the Program.
 - Ensure that the applicant is informed about the process, the works to be performed, and the conditions of the award prior to any work being performed.
 - Explain and guide the applicant through the grant agreement documentation and obtain the grant agreement from the applicant duly signed. Record the grant agreement with appropriate jurisdictional entity.
 - Report and document project award visit in PRDOH Grant Management System of Record.
- Coordinate with the applicant and the PRDOH PV system and water storage system contractor the date and time for installation of the equipment.
- Developed and send to the installer/contractor the Notice to Proceed for the installation of the applicable measures.





Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations
CDBG-DRMIT-RFP-2023-05
Community Development Block Grant – Disaster Recovery / Mitigation
Page 19 of 23

 Any other task necessary to ensure proper coordination of works with the PRDOH PV system and water storage system contractor.

The PRDOH will issue the payments for the Scope of Work review and Program Award Coordination unit, once the task order is awarded to the applicant and the Proposer issues a Notice to Proceed with the works to the selected PRDOH PV system and water storage system contractor.

TASK 03: FINAL INSPECTION, PAYMENT REQUESTS & CLOSEOUT

PER UNIT TASK

The Program Manager shall be responsible for certifying work completed by the CEWRI Program's PV system and water storage system contractor. For this purpose, the Program Manager shall conduct final inspections of works completed by the CEWRI Program's PV system and water storage system contractor under contract by the PRDOH. Such inspections must be conducted by a competent professional, as described in the Staff Requirement section. This task shall be performed by case and include the following:

Coordination of Final Inspection

- Review Pre-Inspection Package documentation submitted by the PRDOH PV system and water storage system contractor in support to the requested CEWRI Inspection as to ensure that current works performed merit the Final Inspection. If documentation submitted by the PRDOH PV system and water storage system contractor does not merit a Final Inspection, the Program Manager shall deny the Final Inspection request to the PRDOH PV system and water storage system contractor and state the reasons as to why the CEWRI Inspection was denied.
- If the PRDOH PV system and water storage system contractor request merits an inspection, the Program Manager shall coordinate with the PRDOH PV system and water storage system contractor, the applicant, and the assigned Inspector the date and time of the CEWRI Inspection.
- The assigned Inspector shall be acquainted with the works performed by the PRDOH
 PV system and water storage system contractor prior to works being inspected.
- Any other task necessary to properly coordinate the Final Inspection.

Final Inspection

- Visit the project site along with the PRDOH PV system and water storage system contractor and inspect works for overall quality standards.
- Assess compliance of the work performed with the project scope of work.
- Take photographic evidence of the work performed.
- Assess materials and/or equipment incorporated to the project by the PRDOH PV system and water storage system contractor and ensure that such materials and/or equipment are in compliance with approved items of the Program.
- Ensure that the warranty package is delivered to the applicant.
- Collect customer satisfaction surveys of the applicant at the end of the inspection process and report any findings resulting from the survey.





Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations
CDBG-DRMIT-RFP-2023-05
Community Development Block Grant – Disaster Recovery / Mitigation
Page 20 of 23

 Any other task to ensure that a complete and throughout inspection is performed at the field.

Report on Final Inspection

- Prepare a report, using the Program templates, on the compliance of the work performed by the PRDOH PV system and water storage system contractor.
 - Include a brief narrative of the overall assessment of the project's compliance.
 - Include photographic evidence that supports the project works.
 - Indicate in the report any non-compliance items identified during the inspection.
 - Ensure that the progress inspection is performed by someone with the knowledge necessary to conduct a robust assessment of the installation measures.
 - Include any other information pertinent to the findings of the Final Inspection.
 - Perform certification and approval of the inspection work and reports.
 - If required by federal, state, or local laws or regulations, submit the report to pertinent third-party regulatory entities such as OGPe or PREPA.
 - Submit Final Inspection Report to PRDOH.

Review of Final Report & Payment Request

- Collect all appropriate information and record documents to meet the standards set forth by the CDBG-DR and the PRDOH at the onset of every project.
- Provide assurance that all appropriate bonding and insurance requirements are in place.
- Monitor and collect documentation to support Davis-Bacon Act requirements, when applicable.
- Review the PRDOH PV system and water storage system contractor Payment Request Report.
- Report for compliance and overall completeness.
- Submit the report to the PRDOH and the PRDOH PV system and water storage system contractor. This report shall become part of the PRDOH PV system and water storage system contractor's application for payment.
- Review and provide recommendation for approval of contractor's payment request.
- Assist in the review and submittal of properly completed and compliance CDBG-DR funding requests to the PRDOH finance division.
- Track grant expenditures of CDBG-DR funds.
- Complete performance evaluation of construction contractor at the completion of the project.
- Any other task necessary to ensure compliance of the reports and the processing of payments to contractors.

3.4 Closeout

 The Proposer shall be responsible for the final closeout of applications once all work under an award is completed.





Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations
CDBG-DRMIT-RFP-2023-05
Community Development Block Grant – Disaster Recovery / Mitigation
Page 21 of 23

- Ensure that PRDOH PV system and water storage system contractor have completed all tasks required by the award to the applicant by PRDOH.
- Review project list for closeout operations.
- Ensure that all supporting documentation is included in the application file of the PRDOH Grant Management System of Record.
- Ensure compliance with 2 CFR 200 Subpart F, 24 CFR 570.509, CPD Closeout Notices, and DR Closeout Process, as may be applicable to the application. Any other task necessary to ensure the proper closeout of the CEWRI Application.

For those cases where an inspection is failed by the PRDOH PV system and water storage system contractor and the Proposer needs to perform an additional CEWRI Inspection, the PRDOH will only pay one additional inspection at 25% of the cost of a full Inspection. This in consideration that the follow-up inspection will not have the same scope as the original inspection. For follow-up inspections the Proposer only needs to inspect items that failed during the original inspections. The follow-up inspection report will be developed in such a way that it supplements the original Final Inspection report.

The PRDOH will issue the payments for the Final Inspection, Payment Requests & Closeout unit, once all the case supporting documentation is included in the application file of the PRDOH Grant Management System of Record.

TASK 04: ENVIRONMENTAL REVIEW

PER UNIT TASK

The Program Manager will be responsible for obtaining environmental clearance of eligible projects funded by the Program. Environmental clearance for the Program will be achieved through a tiered environmental review process; whereby the PRDOH completes the broad level 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,





Program Management Services
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Energy and Water Resilience Installations
CDBG-DRMIT-RFP-2023-05
Community Development Block Grant – Disaster Recovery / Mitigation
Page 22 of 23

structures, sites, and objects); urban design and visual resources; natural resources; public health; neighborhood character; environmental justice; construction impacts; hazardous materials; 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. 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.

DELIVERABLES

Deliverables shall be considered those tangibles and resulting work products which are to be delivered to the PRDOH. All deliverables and resulting work products from this contract will become the property of the PRDOH. The Proposer shall certify the accurateness of its deliverables to the PRDOH.

Task	Deliverable	Target Timeframes	
00 GENERAL PROGRAM MANAGEMENT AND ADMINISTRATION	Accounting and Reporting	The Proposer will have five (5) calenda r days after the closing of the previous month to submit the monthly report to PRDOH.	
01 COMPLETE APPLICATIONS AND	Intake	Respond to applicants within one (1) calendo day from the time applicants make initial contact.	

KR

WORR

Community Development Block Grant – Disaster Recovery / Mitigation Page 23 of 23

Task	Deliverable	Target Timeframes		
PRE-INSTALLATION ASSESSMENT REVIEW	Intake	The Proposer will have three (3) calendar days for each case to complete the Intake Tasks included in this section.		
	Eligibility	The Proposer will have ten (10) calendar days for each case to complete the Eligibility Tasks included in this section.		
02 SCOPE OF WORK REVIEW AND PROGRAM AWARD COORDINATION	Scope Of Work	Once the Case Scope of Work is approved by PRDOH, the Proposer will have five (5) calendar days to coordinate, schedule, and perform the award meeting with the applicant and the PRDOH PV system and water storage system contractor at the applicant's property.		
	Scope Of Work Review & Program Award Coordination	The Proposer will have fifteen (15) calendar days for each case to complete Task 2.		
03 FINAL INSPECTION, PAYMENT REQUESTS & CLOSEOUT	Final Inspection	Inspection Reports shall be completed and submitted to the PRDOH within a three (3) calendar day period of the actual on-site inspection being performed. PRDOH PV system and water storage system contractor Invoices shall be reviewed, and comments (if any) issued to the Contractor, within a 5-day period of the Proposer receiving the draft invoice documents.		
	Final Inspection, Payment Requests & Closeout	The Proposer will have fifteen (15) calendar days for each case to complete Task 3: Final Inspection, Payment Requests & Closeout.		
04 ENVIRONMENTAL REVIEW	Environmental Review	All eligible applications that require to complete a Site-Specific Tier 2 ERR must be completed within sixty (60) calendar days of the application submission date to the environmental team.		

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







COMPENSATION SCHEDULE PM SERVICES FOR CEWRI-HH AND CEWRI-DR CDBG-DRMIT-RFP-2023-05

Under Community Development Block Grant
Disaster Recovery (CDBG-DR) and Mitigation (CDBG-MIT) Programs

Innovative Emergency Management, Inc.

Request for Proposals No. CDBG-DRMIT-RFP-2023-05

KR

WORR WORR

The following sections contain cost information that considers the annual cost and hourly costs distributed by the Procurement Division in compliance with the Request for Proposals (RFP) CDBG-DRMIT-RFP-2023-05 and the Price Form submitted by the awarded proposer.

The Contractor presented an hourly rate for the staff and task required, as so they will be compensated based on actual hours worked, hourly rates for each staff and cost per task as identified in **Tables 1 & 2**.

In case of a discrepancy between the Price Form and this document (Compensation Schedule) rate per hour, unit cost and/or cost per task, the Price Form will prevail.

Total Contract Cost

The total contract cost awarded is for the amount of \$24,485,614.80 to be distributed to Innovative Emergency Management, Inc., for an initial contract for the term of three (3) years with the option of two (2) annual extensions upon mutual agreement. The Proposer will be compensated based on hours worked, hourly rates for each staff and cost per task as identified below.

[Remaining of page intentionally left blank]

Table 1: Compensation Table IEM for CEWRI-HH

CEWRI HH Positions	Maximum hours per position	IEM Rate Per Hour	Monthly Cost
Program Manager	180	\$217.13	\$39,083.40
Operations Manager	180	\$172.00	\$30,960.00
Environmental Manager	180	\$125.00	\$22,500.00
Complaints & Reconsiderations Coordinator	180	\$80.00	\$14,400.00
Cooldinator		Monthly Sub-Total	\$106,943.40
Total Cost of Services for 3 years (36 months)			\$3,849,962.40

KR



Total Cost of Services for 3 years (36 months)			33,647,702.40
Tasks-CEWRI-HH	IEM Unit Price	Quantity of Applications	IEM Total Cost
01: In Person Application Intake	\$297.00	1,000	\$297,000.00
02: Eligibility Review and Incentive Award Determination	\$882.00	3,000	\$2,646,000.00
03: Environmental Review	\$693.00	3,000	\$2,079,000.00
04: System Validation Monitoring	\$607.00	5,000	\$3,035,000.00
05: Administrative Closeout	\$245.00	5,000	\$1,225,000.00
06: Property Historical Preservation Consultations	\$727.00	1,500	\$1,090,500.00
07: Appraisal of Home Market Valu	e \$597.00	450	\$268,650.00
08: Reimbursable Expenses: Regional Intake Centers (Allowance)			\$1,000,000.00
	Total Cost for Ap	plication Processing	\$11,641,150.00

Table 2: Compensation Table IEM for CEWRI-DR

CEWRI DR Positions	Maximum hours per position	IEM Rate Per Hour	Monthly Cost
Program Manager	180	\$217.13	\$39,083.40
Operations Manager	180	\$165.00	\$29,700.00
Complaints & Reconsiderations Coordinator	180	\$80.00	\$14,400.00
Safety Officer	180	\$105.00	\$18,900.00
Environmental Manager	180	\$125.00	\$22,500.00
LITTION TO MAIN AND TO SERVICE STATE OF THE SERVICE		Monthly Sub-Total	\$124,583.40
Total	Cost of Services fo	or 3 years (36 months)	\$4,485,002.40

Tasks-CEWRI-DR	IEM Unit Price	Quantity of Applications	IEM Total Cost
01: Complete Applications & Pre- installations Assessment	\$525.00	1,500	\$787,500.00
02:Scope of Work Review & Program Award Coordination	\$807.00	1,500	\$1,210,500.00
03: Final inspection, Payment Request & Closeout	\$1,061.00	1,500	\$1,591,500.00
04: Environmental Review	\$736,00	1,250	\$920,000.00
	Total Cost for Ap	plication Processing	\$4,509,500.00



WORR

Notes on Tasks 00: Programs Management and Administration (Key Staff)

- 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.
- 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.
- 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.
- Monthly Sub-Total represents the maximum amount that the Program Manager is allowed to invoice for the positions of Program Manager, Operations Manager, Environmental 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.

Notes on Tasks 01 to 08 for CEWRI-HH and Tasks 01 to 04 for CEWRI-DR

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

Compensation Schedule PM Services for CEWRI-HH and CEWRI-DR CDBG-DRMIT-RFP-2023-05 CDBG-DR and CDBG-MIT Programs Page 4 of 4

- additional estimated quantities of applications based on performance metrics of the Proposers.
- 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.
- Total Cost represents the estimated total cost for processing applications under the CEWRI-HH and CEWRI-DR Programs.

KR

<u>WORR</u>





MINIMUM PERFORMANCE REQUIREMENTS CEWRI-HH

Program Management Services
Home Energy Resilience Installations (HERI) and Incentive Subprograms
Community Energy and Water Resilience Installations Program
Request for Proposals No. CDBG-DRMIT-RFP-2023-05

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.



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 1-A 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 07 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.
- Task Liquidated Damages. There are no Liquidated Damages associated to Task 00.
- 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 05 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.





Subtasks	Definition of Completion	Target Timeframe
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.
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: 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 01 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 01.
- Task Target Timeframes. Subtasks have Target Timeframes as shown below.

Subtasks	Definition of Completion	Target Timetrame
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.
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 02 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

Performance Requirements Home Energy Resilience Installations and Incentive Subprograms Community Energy and Water Resilience Installations CDBG-DRMIT-RFP-2023-05 Community Development Block Grant – Disaster Recovery Community Development Block Grant – Mitigation

following the Program(s)' policies and procedures. Once applicant and project eligibility, duplication of benefits, and environmental reviews (see Task 03) 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.

- 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 03) 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.
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.





Subtasks	Definition of Completion	Target Timeframe
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.



WORR

TASK 03 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.

Performance Requirements Home Energy Resilience Installations and Incentive Subprograms Community Energy and Water Resilience Installations CDBG-DRMIT-RFP-2023-05 Community Development Block Grant - Disaster Recovery Community Development Block Grant - Mitigation

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 04 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.

- 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 Valldation 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 05 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





Performance Requirements Home Energy Resilience Installations and Incentive Subprograms Community Energy and Water Resilience Installations CDBG-DRMIT-RFP-2023-05 Community Development Block Grant – Disaster Recovery Community Development Block Grant – Mitigation

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 05.
- 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.

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 06 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 06.
- 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.



TASK 07 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 07.
- 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.
Appraisal Report QA/QC	The Environmental Specialist reviews the Appraisal Report.	3 calendar days from the date the Appraisal Report is submitted.

Performance Requirements Home Energy Resilience Installations and Incentive Subprograms Community Energy and Water Resilience Installations CDBG-DRMIT-RFP-2023-05 Community Development Block Grant – Disaster Recovery Community Development Block Grant – Mitigation

TASK 08 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.
- 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 08.
- 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

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.







MINIMUM PERFORMANCE REQUIREMENTS CEWRI-DR

Program Management Services

Home Energy and Water Resilience Installations and Incentive Subprograms

Community Energy and Water Resilience Installations Program

Request for Proposals No. CDBG-DRMIT-RFP-2023-05

INTRODUCTION

This document represents performance metrics and requirements for 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 with 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's responsibilities. The Contractor is responsible for compliance with all aspects of the Scope of Work included as Attachment 1-B of the Contract.

The requirements and metrics included in these Performance Requirements may be modified, including the addition of new requirements based on the Program's development and implementation, at the discretion of PRDOH for the Program's Benefit. Modifications shall become binding between the parties upon agreement and will not require an amendment to the contract.

LIQUIDATED DAMAGES & PENALTIES

The Contractor shall pay to PRDOH, as liquidated damages, \$150.00 for each calendar day that a required deliverable 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.





Performance Requirements Home Energy and Water Resilience Installations and Incentive Subprograms Community Energy and Water Resilience Installations CDBG-DRMIT-RFP-2023-05 Community Development Block Grant – Disaster Recovery Community Development Block Grant – Mitigation Page 2/2

PERFORMANCE METRICS

TASK	MILESTONES/DELIVERABLE	REQUIRED TIMEFRAME
Task 01 Complete Applications and Pre-Installation Assessment Review	Complete Applications and Pre-Installation Assessment Review	The Proposer will have sixty (60) calendar days for each case to complete the Task 01.
Task 02 Scope of Work Review and Program Award Coordination	Scope of Work Review & Program Award Coordination	The Proposer will have thirty (30) calendar days for each case to complete Task 2.
Task 03 Final Inspection Payment Requests & Closeout	Final Inspection, Payment Requests & Closeout	The Proposer will have thirty (30) calendar days for each case to complete Task 03.
Task 04 Environmental Review	Environmental Review	All eligible applications that require to complete a Site-Specific Tier 2 ERR must be completed within sixty (60) calendar days of the application submission date to the environmental team.



WORR WORR

END OF PERFORMANCE REQUIREMENTS

Attachment E



INSURANCE REQUIREMENTS

Request for Proposals- CDBG-DRMIT-RFP-2023-05

Program Management Services

Home Energy 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

SPECIAL INSURANCE AND BONDING SPECIFICATIONS

A. The successful proposer, before the **Contract execution**, must submit to the **Puerto Rico Department of Housing (*PRDOH)** the hereafter mentioned certificates of insurance policies and/or bonds including all endorsements and agreements required under the special contractual conditions, in form satisfactory to ***PRDOH**, as provided in detail in this Insurance Requirements as per the following:



In accordance with the Worker's Compensation Act No. 45, the successful **proposer** shall provide Worker's Compensation Insurance. The successful **proposer** shall furnish the ***PRDOH** the certificate from the State Insurance Fund Corporation (Spanish Acronym, CFSE).

2. (X) <u>Commercial General Liability (Special Form) with LOC Classification</u> that must include the services and or operations to be realized and including the following insurance limits and Coverages

COVERAGE	LIMIT	
I. Commercial General		
Liability:		
Each Occurrence	\$2,000,000	
 General Aggregate 	\$2,000,000	
Products & Complete	\$2,000,000	
Operations	Ψ2,000,000	
 Personal Injury & 	\$1,000,000	
Advertising		
Fire Damage	\$500,000 (Any one Fire)	
Medical Expense	\$10,000 (Any one	
	person)	
II. Employer's Liability Stop Gap:		







Request for Proposals- CDBG-DRMIT-RFP-2023-05

Program Management Services

Home Energy 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

SPECIAL INSURANCE AND BONDING SPECIFICATIONS

COVERAGE	LIMIT
 Bodily Injury by 	
Accident	\$1,000,000
Each Employee	\$1,000,000
Each Accident	·
Bodily Injury by Disease	
Each Employee	\$1,000,000
Each Accident	\$1,000,000

KK <u>WORR</u>

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

	LIMIT		
•	Auto Liability -	\$2,000,000	
•	Physical Damages -	\$2,000,000	
•	Each Accident -	\$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 Au	to - 8	
•	Non-Owned Auto Lic	ability – 9	

4. (X) Professional Liability &/or Errors & Omissions Policy

(X) Professional Liability for Program Management services that must include Operations Manager, Engineers, Architects, Complaints and Reconsideration Coordinator, Safety Officers, Case Manager Inspectors that must be Engineers, Historical and Archeological Specialist, Environmental Professional Liability, any other professional services related to the services must provide evidence of Professional Liability.



Request for Proposals- CDBG-DRMIT-RFP-2023-05

Program Management Services Home Energy Resilience Installations and Incentive Subprograms & Community Energy and Water Resilience Installations Program Community Development Block Grant – Disaster Recovery Community Development Block Grant - Mitigation

SPECIAL INSURANCE AND BONDING SPECIFICATIONS

Puerto Rico Department of Housing

(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 of Puerto Rico Insurance Code, when applicable.

5. Cyber Liability

Limit - \$3,000,000

6. 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.
 - (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





Request for Proposals- CDBG-DRMIT-RFP-2023-05

Program Management Services

Home Energy 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

SPECIAL INSURANCE AND BONDING SPECIFICATIONS

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

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

- Be authorized to do business within the Commonwealth of Puerto Rico and have the corresponding license issued by the Commissioner of Insurance of Puerto Rico.
- 2. To be enjoying a good economic situation and classified under the Category of B+ by the AM 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.







Request for Proposals- CDBG-DRMIT-RFP-2023-05
Program Management Services
Home Energy 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

SPECIAL INSURANCE AND BONDING SPECIFICATIONS

- 8. Not to make any **Endorsement** to insurance policies and bonds issued under the special conditions mentioned above, unless approved by the Insurance Section of the *PRDOH. 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,
- **9.** Clarify any questions regarding insurance requirements by any means of communication with the Insurance Section of the *PRDOH under the Secretary for Legal Affairs.
- 10. The Contractor shall, throughout the performance of Work under the Contract and until the Final Acceptance of the Program, maintain current, and in effect all the required insurance, except the Builder's Risk, which shall terminate on the date of substantial completion.
- 11. Insurance coverage in the minimum limit amounts set forth herein shall not be construed to release the Contractor from liability in excess of such coverage limit. Contractor must give thirty (30) calendar days written notice to PRDOH before any policy coverage is change, canceled or not renewed and shall cause the insurance carrier to do the same.

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

The successful **proposer**, as the prime contractor, has the duty to require each of the 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







Request for Proposals- CDBG-DRMIT-RFP-2023-05

Program Management Services

Home Energy 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

SPECIAL INSURANCE AND BONDING SPECIFICATIONS

provide the *PRDOH with all the certificates 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 **change order** 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.

D. 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.

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







Request for Proposals- CDBG-DRMIT-RFP-2023-05
Program Management Services
Home Energy 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

SPECIAL INSURANCE AND BONDING SPECIFICATIONS

E. CERTIFICATE OF CONTRACT DIVISION

WORR

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.

Program Management Services

Home Energy 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

August 21, 2023

Sonia Damaris Rodriguez Insurance Specialist CDBG-DR/MIT Program



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/.





These terms and conditions must be included in their entirety by the CONTRACTOR in all purchase orders or subcontracts that are directly related to the Agreement, even though some of the terms and conditions might not apply to a particular kind of purchase order or subcontract.

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

General Provisions:

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

2. STATUTORY AND REGULATORY COMPLIANCE

CONTRACTOR shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by: the 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.

KR

WORR WORR

4. REPORTING REQUIREMENTS

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

ACCESS TO RECORDS

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

6. MAINTENANCE/RETENTION OF RECORDS

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

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

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

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

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

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 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.





12. AGE DISCRIMINATION ACT OF 1975

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

13. DEBARMENT, SUSPENSION, AND INELIGIBILITY

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

14. CONFLICTS OF INTEREST

The CONTRACTOR shall notify the PRDOH as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as defined at 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.

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

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

16. ASSIGNABILITY

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

17. INDEMNIFICATION

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

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





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





19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

20. DAVIS-BACON ACT

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

The CONTRACTOR shall comply with the Davis Bacon Act (40 U.S.C. §§ 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)

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

22. TERMINATION FOR CONVENIENCE

(Applicable to contracts exceeding \$10,000)

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

23. SECTION 503 OF THE REHABILITATION ACT OF 1973

(Applicable to contracts exceeding \$10,000)

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

Equal Opportunity for Workers with Disabilities:

 The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR





agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the CONTRACTOR;
- (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the CONTRACTOR including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.
- 2) The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 3) In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 4) The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The CONTRACTOR must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the CONTRACTOR may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).





- 5) The CONTRACTOR will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- 6) The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.





24. EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this 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.
- 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.
- 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.
- 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.
- 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.





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.
- 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.

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)





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

- 1) A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the time specified.
- 2) A performance bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A "performance bond" is one executed in connection with a contract to secure 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.

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.
- 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





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 seg).

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.



WORR WORR

34. PERSONNEL

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

35. WITHHOLDING OF WAGES

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

36. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

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

37. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS

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

38. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS

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

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

39. INTEREST OF CERTAIN FEDERAL OFFICERS

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

40. INTEREST OF CONTRACTOR

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

41. POLITICAL ACTIVITY

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





42. RELIGIOUS ACTIVITY

The CONTRACTOR agrees to abstain from using any funds related to this Agreement for inherently religious activities prohibited by 24 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



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

45. VALUE ENGINEERING

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

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

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.

KR



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

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.

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

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



Attachment G



APPENDIX C

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

IEM International, Inc.

The following is hereby certified to the Oversight Board regarding the request for authorization for **Program Management Services for CEWRI-HH and CEWRI-DR** contract by and between the **Puerto Rico Department of Housing** and **IEM International**, **Inc.**:

1. The expected contractor's subcontractors in connection with the contract¹ are the following:





Firm	Principal(s)	Ownership	Estimated Amount	Role
McCloskey, Bonnin Valuation Group, PSC	Robert F. McCloskey Díaz	25%	\$180,000.00	Appraisal of Home Market Value - CEWRI-HH Task 07
	Rafael E. Bonnin Surís	25%		
	Mark M. McCloskey Purcell	25%		
	Robert F. McCloskey Purcell	25%		
TSG Services, LLC	Michael Sullivan	100%	\$2,000,000.00	System Validation Monitoring - CEWRI-HH Task 04
				Final Inspection, Payment & Closeout -
				CEWRI-DR Task 03
AG Environmental, PSC	Angel García, PE	100%	\$1,500,000.00	Environmental Review – CEWRI-HH Task 03 CEWRI-DR Task 04
				CEWRI-DR Task 04

- 2. Neither the contractor nor any of its owners², partners, directors, officials or employees, has agreed to share or give a percentage of the contractor's compensation under the contract to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution, or performance of the contract.
- 3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation, or execution of the, for its own benefit or that of a third person, in contravention of applicable law.

- 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.

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

I hereby certify under penalty of perjury that the foregoing is complete, true, and correct all the above on this 14th day of February 2024.

Docusigned by:	February 14, 2024
Sign 1964FBB635BAD47E	Date
Keith Reynolds	Manager of Contract Administration
Printed Name	Position





¹ As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

²For 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.

ATTACHMENT H NON-CONFLICT OF INTEREST CERTIFICATION IEM INTERNATIONAL, INC.

The CONTRACTOR certifies that:

- 1. No public servant of this executive agency has a pecuniary interest in this contract, subrecipient agreement, 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 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.

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

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

Docusigned by: All Lands 964FBB635BAD47E	February 8, 2024
Signature	Date
Keith Reynolds	Manager of Contract Administration
Printed Name	Position



