GOVERNMENT OF PUERTO RICO
Department of Housing

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

AGREEMENT FOR
CASE MANAGER SERVICES
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
LPG CPA, PSC

PRDOH REGISTERED JAN 19 2021 2021-DR0068 CDBG-DR CONTRACT ADMINISTRATION

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THIS AGREEMENT FOR CASE MANAGER SERVICES, (hereinafter referred to as the "Agreement") is entered into in San Juan, Puerto Rico, this 18 of January, 2021, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, "PRDOH"), a public agency created under Law No. 97 of June 10, 1972, as amended, 3 L.P.R.A. § 441 *et seq.*, known as the Department of Housing Governing Act with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of San Juan, Puerto Rico, in his capacity as Secretary; and **LPG CPA, PSC** (hereinafter, the "CONTRACTOR"), with principal offices in 624 Ave. Escorial Caparra Terrace, San Juan, Puerto Rico 00920, herein represented by Pedro A. Rosario Martínez, in his capacity as Director, of legal age, married, and resident of Guaynabo, Puerto Rico duly authorized by Resolution by the CONTRACTOR.

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

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

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

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

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

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

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

WHEREAS, the PRDOH is interested in contracting a case manager services firm to assist PRDOH with the management of Applications, technical support to Applicants, on the CBDG-DR Economic Recovery Programs and other initiatives within the Puerto Rico Disaster Recovery Action Plan. The Case Manager will serve as a principal contact for Applicants to provide technical assistance (TA) with business recovery and growth planning and support in producing vetted grant and/or loan applications. The role of the Case Manager is a combination of intake specialist, TA provider, coach and accountability as business owners recover and grow their businesses. This firm will support PRDOH's objectives of ensuring compliance with all CDBG-DR, HUD and applicable federal and local requirements, rules and regulations, as well as in PRDOH's objectives of the Action Plan, as amended, and adequately coordinating and monitoring all CDBG-DR related activities.

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WHEREAS, on June 24, 2020, the PRDOH issued the Request for Proposals No. CBDG-DR-RFP-2020-03 with CDBG-DR funds. This request was placed through the CBDG-DR website. Afterwards, PRDOH requested Quotations or Proposals from qualified Proposers therein registered. Through this procurement process, PRDOH was able to reach nine (9) qualified firms listed for their capacity and experience with federal grants to deliver qualified services.

WHEREAS, on August 12, 2020, the CONTRACTOR submitted a proposal (hereinafter referred to as the "Proposal"), which fully complied with the requirements set forth by the PRDOH.

WHEREAS, LPG CPA, PSC was chosen to perform the required services at a reasonable proposed cost to assist PRDOH in the Puerto Rico's recovery efforts according to the award criteria established in the RFP. (**Attachment A**)

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

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

I. TYPE OF CONTRACT

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

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

Attachment A	Notice of Award
Attachment B	Proposal
Attachment C	Scope of Services
Attachment D	Compensation Schedule

Attachment E	Performance Requirements
Attachment F	Insurance Requirements (DV-OSPA-78-5)
Attachment G	HUD General Provisions
Attachment H	Contractor Certification Requirement

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

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II. TERM OF AGREEMENT

A. This Agreement shall be in effect and enforceable between the parties from the date of its execution. The Term of this Agreement will be for a performance period of **twenty-four (24) months**, ending on January, 18, 2023.

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

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

III. SCOPE OF SERVICES

The CONTRACTOR will provide the services described in **Attachment C** of the Agreement. The parties agree that the CONTRACTOR shall furnish all permits, consents, licenses, equipment, software and supplies necessary to perform the Services, at CONTRACTOR's sole cost.

IV. COMPENSATION AND PAYMENT

A. The PRDOH agrees to pay the CONTRACTOR for allowable Services rendered under this Agreement in accordance with the rates and amounts described in **Attachment D** of this Agreement.

B. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **FOUR MILLION SEVEN HUNDRED FORTY THOUSAND EIGHT HUNDRED AND SEVENTY FIVE DOLLARS ($4,740,875.00); Account Number: R01E15SBF-EDC-LM/ R01E15SBF-EDC-UN/ R02E23RUR-DOA-LM/ R02E23RUR-DOA-UN/ R01A01ADM-DOH-NA 4190-10-000.**

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

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

E. The CONTRACTOR shall submit an invoice to PRDOH on a monthly basis. Said invoice must be submitted including all required invoice supporting documents,

including but not limited to monthly reports, timesheets, invoice and photos evidence, expense plan and/or work projections. If PRDOH determines that the submitted invoice and supporting documents are acceptable, then the invoice will be approved for payment.

F. An authorized representative of the PRDOH will review each invoice and, if adequate, will approve and process its payment. Payments to the CONTRACTOR shall be made by electronic funds transfer (EFT). PRDOH reserves the right to conduct any audits it deems necessary. The CONTRACTOR agrees to cooperate fully with any such audit or audits.

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

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

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

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

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

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

V. REIMBURSABLE EXPENSES

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

VI. ADDITIONAL SERVICES

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

VII. OWNERSHIP AND USE OF DOCUMENTS

A. With the exception of the CONTRACTOR's working papers, the CONTRACTOR acknowledges the PRDOH's ownership of all information, drafts, documents, reports, papers, and other materials developed and prepared by the CONTRACTOR, its agents or representatives, for purposes of performing key obligations hereunder. In the event of any termination, the CONTRACTOR shall deliver such information, drafts, reports, papers and other materials to the PRDOH, in document form or as computer program data, and the CONTRACTOR recognizes the PRDOH's right to request such documentation or computer program data. If the CONTRACTOR fails to deliver said information, the PRDOH may seek a judicial order to enforce its rights.

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

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VIII. DOCUMENTATION AND RECORKEEPING

A. **Records to be Maintained:** The CONTRACTOR shall maintain records of the state and units of general local government, including supporting documentation, which shall be retained for the greater of **five (5) years** from closeout of the grant to the state, or the period required by other local applicable laws and regulations. Such records include but are not limited to: Records providing a full description of each activity undertaken; Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR program; Records required to determine the eligibility of activities; Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-DR assistance; Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG-DR program regulations; Financial records as required by 24 C.F.R. § 570.502, and 2 C.F.R. part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and other records necessary to document compliance with this agreement, any other applicable Federal statutes and regulations, and the terms and conditions of PRDOH's Federal award.

B. **Access to Records:** The CONTRACTOR shall permit the PRDOH and auditors to have access to the CONTRACTOR's records and financial statements as necessary for the PRDOH to meet its audit requirements under the Federal award.

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

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

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

IX. ACCESS TO RECORDS

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

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

X. NON-DISCLOSURE AND CONFIDENTIALITY

A. **Confidential Information; Definition:** The term Confidential Information as used throughout this Section, means any information concerning PRDOH operations and that of its CONTRACTOR (e.g., the projects, computer processing systems, object and source codes and other PRDOH business and financial affairs). The term Confidential Information shall also deem to include all notes, analysis, compilation, studies and interpretation or other documents prepared by CONTRACTOR, its agents or representatives, in connection with PRDOH operations.

B. **Non-Disclosure:** CONTRACTOR agrees to take all reasonable steps or measures to keep confidential all Confidential Information and will not, at any time, present or future, without PRDOH express written authorization, signed by the Secretary of the PRDOH, use or sell, market or disclose any Confidential Information to any third party, contractor, corporation, or association for any purpose whatsoever. CONTRACTOR further agrees that, except as they relate to the normal course of the service, the CONTRACTOR will not make copies of the Confidential Information except upon PRDOH express written authorization, signed by an authorized representative of PRDOH, and will not remove any copy or sample of Confidential Information without prior written authorization from PRDOH. CONTRACTOR retains the right to control its work papers subject to these confidentiality provisions.

C. **Return Documents:** Upon receipt of written request from the PRDOH, CONTRACTOR will return to PRDOH all copies or samples of Confidential Information which, at the time of the notice are in CONTRACTOR's or its agent's possession. CONTRACTOR reserves the right to retain a set of its work papers.

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

XI. PERFORMANCE WARRANTY

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

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

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

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

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XII. TERMINATION

A. Termination for Cause or Default: The PRDOH may terminate this Agreement, in whole or in part, because of CONTRACTOR's failure to fulfill any of its obligations. The PRDOH shall terminate this Agreement by delivering to the CONTRACTOR a **thirty (30) day** notice of termination specifying the extent to which the performance of the service under this Agreement is terminated, the reason therefor and the effective date of termination. CONTRACTOR shall, upon written notice, be provided a **ten (10) day** opportunity to cure the alleged defect that resulted in the perceived default. If the defect is not cured within that period of time, CONTRACTOR shall immediately discontinue all such services being terminated and deliver to the PRDOH all information, notes, drafts, documents, analysis, reports, compilations, studies and other materials accumulated or generated in performing the services contemplated in this Agreement, whether completed or in process. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the PRDOH for damage sustained to PRDOH CDBG-DR Program by virtue of any breach of the Agreement by the CONTRACTOR. The PRDOH may withhold any payments to the CONTRACTOR, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the PRDOH by the CONTRACTOR. PRDOH shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.

B. Termination for Convenience: The PRDOH may terminate this Agreement, in whole or in part, whenever the PRDOH determines that such termination is necessary or convenient to the Agency. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a **thirty (30) day** notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination. PRDOH shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.

C. **Termination by Unilateral Abandonment:** The PRDOH will consider this Agreement immediately terminated, in the event that the CONTRACTOR unilaterally and without prior notice, chooses to abandon (in any shape, form or fashion) cease and desist in the specific performance of its general and particular duties and responsibilities as agreed in this Agreement. Upon the knowledge of such event, the PRDOH will not be held liable and will immediately, automatically and retroactively deduct from any future reimbursement, all funds from the day such unilateral abandonment took place. The PRDOH will not be compelled to continue the performance of the Agreement, should the CONTRACTOR breach the Agreement by unilateral abandonment. For the purposes of this Section, Abandonment shall mean that CONTRACTOR voluntarily and intentionally disavows its contractual duties in a manner that is overt and without question a relinquishment of said contractual duties.

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D. **Unilateral Termination:** The PRDOH may terminate this Agreement, in whole or in part, at PRDOH's sole discretion, with or without cause, at any time. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a **thirty (30) day** notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination.

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E. **Suspension:** The PRDOH may suspend this Agreement in whole or in part at any time for the PRDOH's convenience. The PRDOH shall give the CONTRACTOR **five (5) days'** written notice of such suspension. Upon receipt of said notice the CONTRACTOR shall immediately discontinue all Services affected.

F. **Immediate Termination:** In the event the CONTRACTOR is subjected to a criminal or civil action, suit, proceeding, inquiry or court of applicable jurisdiction, or any governmental agency, or the CONTRACTOR shall be subject to an order, judgment, or opinion, issued by any federal or local authority, a court of applicable jurisdiction, or any governmental agency, in connection with the execution, delivery, and performance by the CONTRACTOR of this Agreement or the CONTRACTOR of this Agreement has been noncompliant, breach, inaccuracy of any representation, warranties, covenants, or the certifications provided herein, whether the noncompliance, breach or inaccuracy takes place before or after the execution of this Agreement, the PRDOH shall have the right to the immediate termination of this Agreement notwithstanding, any provisions to the contrary herein. This Section will apply in the event of any judgment that may obligate the PRDOH to terminate the Agreement pursuant to Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico.

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

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

XIII. PENALTIES AND LIQUIDATED DAMAGES

A. Penalties

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

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2. If the CONTRACTOR fails to comply with federal statutes, regulations or the terms and conditions of the Agreement, PRDOH may take one or more of the following actions:

    i. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.
    ii. Disallow all or part of the cost of the activity or action not in compliance.
    iii. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. part 180.
    iv. Withhold further Federal awards for the project or program.
    v. Take other remedies that may be legally available.

B. Liquidated damages

The CONTRACTOR shall pay to PRDOH, as liquidated damages, $100.00 for each calendar day that any task deliverable required is late until deemed in compliance subject to a maximum of $500.00 established in this Contract between PRDOH and the CONTRACTOR, in accordance with **Attachments C** and **Attachment E.** Said sum, in view of the difficulty of accurately ascertaining the loss which PRDOH will suffer by reason of delay in the completion of the Work hereunder, is hereby fixed and agreed as the liquidated damages that PRDOH will suffer by reason of such delay. Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the PRDOH's right to indemnification, or the CONTRACTOR's obligation to indemnify the PRDOH pursuant to this Contract, or to any other remedy provided for in this Contract or by Law. Liquidated damages may be assessed at the sole discretion of PRDOH. For the purpose of applying and calculating such liquidated damages, a grace period of **three (3) days** shall be observed. The PRDOH may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages due to the PRDOH per the formula above, the CONTRACTOR shall be liable to pay the difference.

XIV. LIABILITY

In no event, the PRDOH shall be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any person has been advised of the possibility of such damages. Third parties operating under this program, with their agency, will have their own general civil and criminal liability imposed by law towards the PRDOH, the CONTRACTOR and any citizen.

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The CONTRACTOR shall carry the insurances as are required by law (if applicable), as set forth below. The CONTRACTOR shall furnish PRDOH certificates of insurance.

XV. INSURANCE

A. Required Coverage

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The CONTRACTOR shall keep in force and effect for the period beginning from the execution of the Agreement and ending at the completion of all services to be provided hereunder, insurance policies in compliance with the PRDOH's requirements as set forth in OSPA-78-5, attached hereto and made an integral part hereof as **Attachment F**.

Upon the execution of this Agreement, the CONTRACTOR shall furnish PRDOH with original and two (2) certified copies of the insurance policies described in **Attachment F** and any other evidence PRDOH may request as to the policies' full force and effect.

Any deductible amount, under any of the policies, will be assumed in whole by the CONTRACTOR for any and all losses, claims, expenses, suits, damages, costs, demands or liabilities, joint and several of whatever kind and nature arising from the Agreement resulting from this solicitation by and between the CONTRACTOR and PRDOH.

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

B. Endorsements

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

1. PRDOH, Government of Puerto Rico, HUD and its officers, agents and employees are named as additional insured (except Worker's Compensation) but only with respect to liability arising out of tasks performed for such insured by or on behalf of the named insured.

2. To provide waiver of subrogation coverage for all insurance policies provided or herein in favor of PRDOH and its respective officers, agents and employees.

3. The insurer shall be required to give PRDOH written notice at least **thirty (30) days** in advance of any cancellation in any such policies.

The CONTRACTOR shall furnish to PRDOH, prior to commencement of the work, certificates of insurance from insurers with a rating by the A.M. Best Co. of B+ and five (5) or over on all policies, reflecting policies in force, and shall also provide certificates evidencing all renewals of such policies. Insurers shall retain an A.M. Best Co. rating of B+

and five (5) or over on all policies throughout the term of this Agreement and all policy periods required herein. The insurance company must be authorized to do business in Puerto Rico and be in good standing.

C. Related Requirements

The CONTRACTOR shall furnish original Certificates of Insurance evidencing the required coverage to be in force on the Effective Date of Agreement. In the case of Payment and Performance Bond, Certificate of Authority, Power of Attorney and Power of Attorney License issued by the Commissioner of Insurance shall be furnished. THE REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO THE CONTRATOR COMMENCING WORK. NO CONTRACTOR OR ITS AUTHORIZED REPRESENTATIVES ARE TO BEGIN THEIR RESPONSIBILITIES UNDER THE AGREEMENT PRIOR TO FULL COMPLIANCE WITH THIS REQUIREMENT AND NOTIFICATION FROM PRDOH TO PROCEED.

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Renewal Certificates of Insurance or such similar evidence is to be received by the Contract Administration of the Legal Division and/or the Finance area of the CDBG-DR program prior to expiration of insurance coverage. At PRDOH's option, non-compliance will result in one or more of the following actions: (1) The PRDOH will purchase insurance on behalf of the CONTRACTOR and will charge back all cost to the CONTRACTOR; (2) all payments due the CONTRACTOR will be held until the CONTRACTOR has complied with the Agreement; and/or (3) The CONTRACTOR will be assessed **Five Thousand Dollars ($5,000.00) for every day of non-compliance.**

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

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

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

XVI. HOLD HARMLESS

The CONTRACTOR and its affiliates, its successors and assignees will indemnify the PRDOH from any damages and/or losses arising out of any breach of this Agreement by the CONTRACTOR or against personal injuries or property damage resulting from any act of negligence or omission by the CONTRACTOR and its affiliates in connection with this Agreement.

XVII. FORCE MAJEURE

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

collectively referred to as *Force Majeure* during the term of this Agreement, neither the PRDOH nor the CONTRACTOR shall be liable to the other party for nonperformance during the conditions created by such event.

The CONTRACTOR shall notify, as soon as possible, the PRDOH of the occurrence of the *Force Majeure* event and describe in reasonable detail, the nature of the *Force Majeure* event.

XVIII. CONFLICTS OF INTEREST

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

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

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

In the event the CONTRACTOR was aware of an organizational conflict of interest before the award of this Agreement and did not disclose the conflict to the Contracting Officer, the PRDOH may terminate the Agreement for default.

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

XIX. INDEPENDENT CONTRACTOR

The relationship of the CONTRACTOR to PRDOH shall be that of an independent CONTRACTOR rendering professional services. Neither the CONTRACTOR nor any personnel of the CONTRACTOR shall have any authority to execute contracts or make commitments on behalf of PRDOH. Nothing contained herein shall be deemed to create the relationship of employer/employee, principal/agent, joint venture or partner between the CONTRACTOR and PRDOH. Further, the CONTRACTOR recognizes that in view of its status as an independent CONTRACTOR, neither it nor its employees or subcontractors will be entitled to participate in or receive any fringe benefits normally granted to PRDOH employees under such programs, including, but not limited to, worker's compensation, voluntary disability, travel accident insurance, medical/dental insurance, life insurance, long-term disability, holiday pay, sick pay, salary continuation pay, leaves of absence (paid or unpaid), pension plan and savings plan.

The CONTRACTOR shall have exclusive control over its employees and subcontractors (and the CONTRACTOR's employees and subcontractors are herein, collectively, referred to as the "CONTRACTOR Personnel"), its labor and employee relations and its policies relating to wages, hours, working conditions and other employment conditions. The CONTRACTOR has the exclusive right to hire, transfer, suspend, lay off, recall, promote, discipline, discharge and adjust grievances with its CONTRACTOR Personnel. The CONTRACTOR is solely responsible for all salaries and other compensation of its CONTRACTOR Personnel who provide Services.

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The CONTRACTOR is solely responsible for making all deductions and withholdings from its employees' salaries and other compensation and paying all contributions, taxes and assessments, including union payments. The CONTRACTOR shall be responsible for and shall defend, indemnify and hold harmless PRDOH, and its agents, officers, directors, employees, representatives, CONTRACTOR's, successors and assigns against all costs, expenses and liabilities, including without limitation reasonably prudent attorneys' fees relative to the situation, in connection with the CONTRACTOR's employment and/or hiring of any CONTRACTOR Personnel providing any of the Services, including without limitation: (i) payment when due of wages and benefits, (ii) withholding of all payroll taxes, including but not limited to, unemployment insurance, workers' compensation, FICA and FUTA, (iii) compliance with the Immigration Reform Control Act, and (iv) compliance with any other applicable laws relating to employment of any CONTRACTOR Personnel of, and/or hiring by, CONTRACTOR in connection with the Services.

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XX. NOTICES

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

To: PRDOH	William O. Rodríguez Rodríguez , Esq., Secretary Puerto Rico Department of Housing 606 Barbosa Ave. Juan C. Cordero Dávila Bldg. San Juan, PR 00918
To: CONTRACTOR	Pedro A. Rosario Martínez Director LPG CPA, PSC PMB 516 1353 Ave. Lui Vigoreaux Guaynabo, PR 00966

XXI. THIRD PARTIES

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

XXII. SUBCONTRACTS

A. General: All subcontracts shall contain the applicable provisions described in **Attachment F** (HUD General Provisions), as well as applicable provisions set forth in 2

C.F.R. § 200.101. The PRDOH shall review subcontracts as part of the compliance, monitoring, and oversight process performed by PRDOH or upon request.

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

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

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

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

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

XXIII. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS

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

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

B. **Compliance with Executive Order 52:** Pursuant to Executive Order 52 of August 28, 1992, amending EO-1991-24, the CONTRACTOR certifies and warrants that it has made all payments required for unemployment benefits, workmen's compensation and social security for chauffeurs, whichever is applicable, or that in lieu thereof, has subscribed a payment plan in connection with any such unpaid items and is in full compliance with the terms thereof. The CONTRACTOR accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each and every CONTRACTOR and subcontractor whose service the CONTRACTOR has secured in connection with the services to be rendered under this Agreement and shall forward evidence to PRDOH as to its compliance with this requirement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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M. Other payments or compensation: The CONTRACTOR certifies that it does not receive payment or compensation for regular services rendered as an official or public employee to another government entity, agency, public corporation or municipality, and knows the ethical standards of his profession and assumes responsibility for his actions.

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N. Consequences of Non-Compliance: The CONTRACTOR expressly agrees that the conditions outlined throughout this Section are essential requirements of this Agreement; thus, should any one of these representations, warrants, and certifications be incorrect, inaccurate or misleading, in whole or in part, there shall be sufficient cause for PRDOH to render this Agreement null and void and the CONTRACTOR reimburse to PRDOH all moneys received under this Agreement.

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

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

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

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

B. Termination Clause: The Chief of Staff (*Secretario de la Gobernación*) of the Governor shall have the power to terminate this Agreement at any time.

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

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

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XXVII. CDBG-DR POLICIES AND PROCEDURES

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

XXVIII. SECTION 3 CLAUSE

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

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

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

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

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

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

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

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

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

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

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

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

C. -The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). The CONTRACTOR acknowledges that any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. §3801 *et seq.*, apply to this certification and disclosure, if any.

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XXX.EQUAL OPPORTUNITY

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

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

C. -When applicable, the CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. -The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented by the rules, regulations, and relevant orders of the United States Secretary of Labor.

E.--The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F.--In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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G.-The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (F) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

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XXXI.CLEAN AIR ACT

A. -The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

B.--The CONTRACTOR agrees to report each violation to the PRDOH and understands and agrees that the PRDOH will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, HUD, and the appropriate Environmental Protection Agency Regional Office.

C.-The CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by HUD.

XXXII.SOLID WASTE DISPOSAL ACT

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

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

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

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

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

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

XXXIII.WATER POLLUTION CONTROL ACT

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A. -The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, *et seq*.

B.--The CONTRACTOR agrees to report each violation to the PRDOH and understands and agrees that the PRDOH will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, HUD, and the appropriate Environmental Protection Agency Regional Office.

C.-The CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by HUD.

XXXIV. DRUG FREE WORKPLACE

The CONTRACTOR should establish procedures and policies to promote a Drug-Free workplace. Further, the CONTRACTOR should notify all employees of its policy for maintaining a Drug-Free workplace, and the penalties that may be imposed for drug abuse violations occurring in the workplace. Further, the CONTRACTOR shall notify the PRDOH if any of its employees is convicted of a criminal drug offense in the workplace no later than **ten (10) days** after such conviction.

XXXV.SUSPENSION AND DEBARMENT

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

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

C.-This certification is a material representation of fact relied upon by PRDOH. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, in addition to remedies available to PRDOH, the

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

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

XXXVI. NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

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

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

XXXVIII. BANKRUPTCY

In the event that CONTRACTOR files for bankruptcy protection, the Government of Puerto Rico and PRDOH may deem this Agreement null and void, and terminate this Agreement without notice.

XXXIX. ENTIRE AGREEMENT

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

XL. MODIFICATION OF AGREEMENT

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

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

XLI. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of PRDOH and the CONTRACTOR, their successors and assigns.

The CONTRACTOR shall not assign this Agreement, in whole or in part, without the prior written consent of PRDOH, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.

XLII. ASSIGNMENT OF RIGHTS

The rights of each party hereunder are personal to that party and may not be assigned or otherwise transferred to any other person, contractor, corporation, or other entity without the prior, express, and written consent of the other party.

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XLIII. 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.

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XLIV. ORDER OF PRECEDENCE

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

XLV. GOVERNING LAW JURISDICTION

This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the Government of Puerto Rico and any applicable federal laws and regulations. The parties further agree to assert any claims or causes of action that may arise out of this Agreement in the Puerto Rico Court of First Instance, Superior Court of San Juan, Puerto Rico.

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

A. Consolidation or Merger

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

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

Amendment. **No amendment to the Agreement will be necessary if the Subrecipient, Contractor, or Subcontractor becomes the surviving entity following a merger.**

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

B. Change of Name

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

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

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

C.Dissolution

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

XLVII. HEADINGS

The titles to the paragraphs of this Agreement are solely for reference purposes and the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

XLVIII. FEDERAL FUNDING

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

XLIX. RECAPTURE OF FUNDS

PRDOH may recapture payments it makes to CONTRACTOR that (i) exceed the maximum allowable rates; (ii) are not allowed under applicable laws, rules, or regulations; or (iii) are otherwise inconsistent with this Agreement, including any unapproved expenditures.

CONTRACTOR must refund such recaptured payments within **thirty (30) days** after the PRDOH issues notice of recapture to CONTRACTOR.

L. OVERPAYMENT

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

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LI. SEVERABILITY

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

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LII. COUNTERPARTS

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

LIII. SURVIVAL OF TERMS AND CONDITIONS

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

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

PUERTO RICO DEPARTMENT OF HOUSING	**LPG CPA, PSC**
William O. Rodríguez Rodríguez (Jan 18, 2021 18:22 AST)	Pedro A. Rosario (Jan 15, 2021 12:31 AST)
William O. Rodríguez Rodríguez, Esq. Secretary	**Pedro A. Rosario Martínez** Director DUNS No. 117253214

GOVERNMENT OF PUERTO RICO
Department of Housing

Attachment A

Notice of Award
Request for Proposals
Case Manager Services
CDBG-DR-RFP-2020-03

December 18, 2020

Pedro Rosario
Director
LPG CPA, PSC
624 Ave. Escorial Caparra Terrace
San Juan, PR, 009620

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Re: Request for Proposals No. CDBG-DR-RFP-2020-03
Case Manager Services

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Dear Mr. Rosario,

On December 17, 2020, the Bid Board of the Puerto Rico Department of Housing (the "Board") with quorum duly constituted, pursuant Article II, Section 1 (e) of the Regulation No. 9075 of February 26, 2019, on the Procurement Manual and Contractual Requirements for CDBG-DR (Regulation 9075), upon evaluation of the recommendation issued by the CDBG-DR Procurement Division regarding the process for the Case Manager Services under Request for Proposal No. CDBG-DR-RFP-2020-03 (the RFP-2020-03), including the Evaluation Committee Report dated October 13, 2020, has decided to award the RFP-2020-03 to Family Endeavors dba Endeavors, Inc., LPG CPA, PSC and to Tidal Basin Caribe, LLC, three responsive and responsible Proposers whose Proposals are the most advantageous to the Puerto Rico Department of Housing (PRDOH), in terms of price, qualifications and work approach seth forth in the RFP-2020-03. This award would result in the execution of three agreements for a maximum amount that shall not exceed $4,740,875 and a 2-year contract term with an additional extension of one year. **(Exhibit I)**

On August 12, 2020, LPG CPA, submitted a Proposal in response to the the RFP. The following entities also submitted proposals:

Table 1: Proposals Submission Register

Proposer No.	Proposer Name	Date of Delivery	Time of Delivery
1	BMA Group	8/12/2020	01:50 PM
2	Endeavors	8/11/2020	11:44 PM
3	Grupo Atabaya	8/12/2020	04:15 PM
4	ICF Incorporated	8/11/2020	03:44 PM
5	LPG CPA, PSC	8/12/2020	12:17 PM

6	PVMA Global, L.L.C.	8/11/2020	11:16 AM
7	RAY Engineers	8/12/2020	12:03 PM
8	Solix, Inc.	8/12/2020	04:31 PM
9	Tidal Basin Caribe	8/12/2020	11:19 AM

The Proposals were evaluated by an Evaluation Committee whose members were appointed by virtue of Administrative Order No. 20-30 dated August 21, 2020. The Evaluation Committee recommended negotiations with the qualified proposers in the aforementioned procurement process. During the evaluation, the members of the Evaluation Committee considered requirements set forth in Sections 5 and 6 of the RFP. Initial evaluation encompassed the mandatory requirements stated in Section 5.1 of the RFP. Those Proposers that fulfill these requirements were evaluated for work approach requirements.

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The Evaluation Committee performed an evaluation of the Proposals based on the criteria stated in the RFP-2020-03. Those Proposers that fulfill Mandatory Requirements were evaluated for qualifications and work approach requirement established in Section 6.2 and 6.3 of the RFP. After completing this stage of the evaluation process the Evaluation Committee determined whose Proposer obtained 70 points in the evaluation of the qualifications and work approach requirements. Once the technical evaluation of the Proposals were completed, the Evaluation Committee recommend the Qualified Proposer, with the Proposal, conforming to this RFP, obtained the highest Best Value.

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A summary of the evaluation of the Proposals, including results for mandatory requirements evaluation, work approach and the total Proposal score is included in **Table 2**.

Table 2: Proposals Evaluation Summary for Planning Program Management Services

PROPOSER	MAN. REQ. PTS.	QUAL. REQ. PTS.	WORK APP.	OVER. TECH	SECT. 3 PLAN	QUALIFIED	OVERALL PROP COST	BEST VALUE	TOTAL POINTS
BMA	Fail	-	-	-	-	-	-	-	-
Endeavors	Pass	33.67	51.35	85.02	5	90.02	$7,279,795.50	30	120.02
Grupo Atabaya	Pass	32.17	28.17	60.34	1	-	-	-	61.34
ICF	Pass	38.17	58.17	96.34	5	101.34	$18,910,390.30	11.55	112.89
PVMA	Pass	36.75	12.36	49.11	4.66	-	-	-	53.77
Ray Engineers	Pass	32	33.51	65.51	4	-	-	-	69.51
LPG	Pass	37	51.51	88.51	0	88.51	$11,527,170.00	18.95	107.46
Solix	Pass	36.5	38.19	74.69	0	74.69	$31,962,497.00	6.90	81.59
Tidal Basin	Pass	39	42.96	81.96	5	86.96	$10,966,310.87	19.80	106.76

LPG CPA, PSC (LPG) passed the Mandatory Requirements evaluation of the RFP. LPG qualifications were evaluated and obtained an average score of 37 points. In the Work Approach requirements evaluation, LPG obtained an average score of 51.51. This resulted in a total technical score average of 88.51 points in the evaluation of the Qualifications and Work Approach requirements. According to Section 9.2. of the RFP, LPG was considered Qualified and the Evaluation Committee continued with the Cost Proposal evaluation.

The Evaluation Committee recommended discussion and negotiations with the intent of allowing the Proposer to revise their Cost Proposal in order to maximize PRDOH ability to obtain the best possible offer, based on the requirements of the RFP.

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Table 3 summarizes the evaluation results of the revised Cost Proposals for Case Manager Services, including results for mandatory requirements evaluation, work approach and the total Proposal score for Endeavors, Tidal Basin, LPG CPA, ICF and Solix after revised cost proposal.

Table 3: Evaluation results after revised Cost Proposals for Case Manager Services

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PROPOSER	MAN. REQ. PTS.	WORK APP.	QUALIFIED	OVERALL PROP COST	COST PROPOSAL POINTS	TOTAL PROPOSAL SCORE
Endeavors	PASS	90.02	YES	$ 8,670,304.50	30	120.02
Tidal Basin	PASS	86.96	YES	$ 9,572,643.26	27.17	114.13
LPG CPA	PASS	88.51	YES	$ 12,799,535.00	20.32	108.83
ICF	PASS	96.34	YES	$ 18,373,939.67	14.15	115.50
Solix	PASS	86.96	YES	$ 26,696,605.00	9.74	84.43

After the corresponding negotiations by the Procurement Division, **LPG CPA, PSC** achieved a total Proposal score of **108.83** points and therefore considered the best value for the Case Manager Services. After review and comparison of the revised prices received, and comparable contracts found in General Services Administration (GSA) Schedule, the rates per hour submitted by **LPG CPA, PSC** were considered reasonable for the **Case Manager Services.**The Procurement Division concluded that the revised Cost Proposals submitted by **Endeavors, LPG CPA and Tidal Basin Caribe** complied with a reasonable cost.

Given the above, the Evaluation Committee's recommendation, the BAFO's received, and pursuant to the terms and conditions within the RFP document to award based on Best Value, the Bid Board has determined the award to be issued to Family Endeavors dba Endeavors, Inc. for Case Manager Services for a maximum amount that shall not exceed $4,740,875 and a 2-year contract term with an additional extension of one year; and to LPG CPA, PSC for Case Manager Services for a maximum amount that shall not exceed $4,740,875 and a 2-year contract term with an additional extension of one year; and to Tidal Basin Caribe, LLC for Case Manager Services for

a maximum amount that shall not exceed $4,740,875 and a 2-year contract term with an additional extension of one year.

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

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

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

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

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

Sincerely,

W Rios Maldonado

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

cc:

Mrs. Adalgisa Polanco Reyes

Secretary, Bid Board

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

Receipt Number: 7004 2510 0007 0098 6728

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Attachment B

LPG CPA, P.S.C.

Request For Proposal

Case Manager Services For Economic Recovery Programs

Under the

Community Development Block Grant – Disaster Recovery

CDBG-DR-RFP-2020-03

Puerto Rico Department of Housing

EXHIBIT A-2

QUALIFICATIONS AND WORK APPROACH PROPOSAL

RFP Submission Date: August 12, 2020

Submitted by:
LPG CPA, P.S.C.
Mailing: 624 Ave. Escorial
Caparra Terrace
San Juan, PR, 009620
Phone: 787-793-1616 / 1617
Tax ID #: 660723814
www.lpgpr.com

Contact Information:
Pedro A. Rosario, Director
Work Phone: 787-793-1616 / 1617
Mobile Phone: 787-923-1589
Email: prosario@lpgpr.com

Submitted to:
To: Puerto Rico Department of Housing
Attn: William G. Ríos Maldonado, Esq.
Procurement Director
CDBG-DR

GOVERNMENT OF PUERTO RICO
Department of Housing

DFK INTERNATIONAL

LPG

Pursuant to section of 6.2.1 "Capacity to Provide Services" of the RFP, we include our Firm Profile:

Summary of Qualifications | Who is LPG?

LPG CPA, P.S.C. (LPG) is a local full services accounting firm. Our firm provides a full range of services to its clients, including audit, accounting, tax, business advisory and other special services. We are a member of DFK international association, which is a top 10 worldwide international association of independent firms and business advisors with offices serving major markets throughout the United States, with 300 offices in over 80 countries.

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We are dedicated to provide a novel approach to our clients' needs by providing experience, expertise, quality, service, and competitive pricing. Our mission is to generate value and make a difference with our clients.

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"Our core values are to provide value, educate our clients and build long-term relationships."

Allow us to highlight some of our qualifications:

- LPG offers professionals with significant experience and technical competence. Our members have obtained widely recognized professional certifications (i.e., CPA, CIA, CISA, CFE, CICA, CRISC) that demonstrate their knowledge within the accounting, tax, internal and external auditing, compliance and information technology (IT) fields.

- LPG is authorized to practice public accounting in Puerto Rico and carries the license issued by the Board of Accountancy of Puerto Rico. Also is a member of the American Institute of Certified Public Accountants' (AICPA).

- LPG is enrolled in the Peer Review Program sponsored by the AICPA and has received the highest rating for its quality controls standards.

- Firm Directors are members of the AICPA, the Puerto Rico State CPA Society, Information Systems Audit and Control Association (ISACA), the Institute for Internal Controls (IIC) and other professional associations.

- LPG Directors have participated as audit and tax technical instructors of the continued education programs and tax orientation campaigns sponsored by the Puerto Rico Society of CPAs, the Associated General Contractors of America – Puerto Rico Chapter (AGC) and ISACA.

"LPG is committed to be an exceptional Accounting Services Firm. While providing the same level of personalized service to each of our clients, we will help achieve powerful results by building enduring relationships based upon professional rapport and trust."

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Benefits of selecting LPG

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Our expertise and experience, as well as our competitive pricings, are several of the benefits to be gained by you from selecting LPG. The following is a listing highlighting several accomplishments and benefits (among others) of selecting LPG:

- **EXPERTISE |** LPG has ample expertise in compliance and business advisory services. We have performed a significant amount of compliance audits as well as a team that have worked a significant amount of loan origination cases.

- **EXPERIENCE |** We integrate the experience gained by having performed and/or participated in compliance audits, financial advisory and ***loan origination***.

- **COMPETITIVE PRICING |** In determining our fees we granted significant discounts from our standard billing rates.

- **EXCEEDING EXPECTATIONS |** Commitment with expected dates. Unique combination of business advisory and banking mortgage loan origination practices. Mature and deep expertise. Value for money. Building enduring relationships with all our clients as a trusted business partner.

LPG Team

LPG proposed team includes a core team of professionals with significant work experience, industry experience and technical competence. This competitive advantage will ensure efficiency within our processes and will allow us to ***add value*** and provide beneficial service in the Project.

We have identified the perfect combination of individuals for this Project with extensive experience as ***business advisors*** and in the ***banking mortgage industry*** (as loan originators). The loan originators group have substantial experience as each of them have many years of experience in the banking industry, and have a vast knowledge in loan origination, process, underwriting, client services, compliance, etc.

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Experience for Success

As a full services accounting firm, we have extensive experience in financial analysis as well as an ample experience in compliance audits. We serve multiple clients that require financial analysis and advisory services. In addition, we provide a substantial amount of services related to compliance audits.

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LPG proposed team includes a core team of professionals with significant work experience. The team includes a perfect combination for the services requested, since individuals have extensive experience as business advisors and in the banking mortgage industry (as loan originators). The loan originators group have substantial experience in the banking industry, and have a vast knowledge in loan origination, process, underwriting, client services, compliance, etc. They gained substantial experience with case management, origination process, customer relationships, sales, financial analysis, closing and loan compliance requirements.

Management Capacity

As a full services accounting firm, we served clients of all sizes and industries (from small businesses to public clients). We have been in business for over 10 years. We have accountings, financial audits and consulting engagements in multiple industries, including (but not limited) to construction, financial, healthcare, retail, insurance, distribution, manufacture, professional services, renewable energy, etc.

Currently, we have a portfolio over 500 clients. Many of these clients have been with us since the beginning of the firm.

Clients and Expertise

LPG members have extensive experience with clients of all sizes, industries and locations. Members have served clients with global presence, and local based companies within the financial services, government, technology, insurance, constructions, and healthcare, among others. Currently, we serve several clients with similar compliance services, which allows us to maximize resources and knowledge.

Our experience clearly separates LPG from other firms and competitors, and provides us with the credentials to meet and exceed your requirements and expectations.

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Our Clients (among others)

EVERTEC

1 First Bank
Todo está en uno

TRIPLE-S

ATENTO

mc21
people caring for people

POPULAR

Multinational Insurance Company
Multinational Life Insurance Company
— Seguro se Responde —

MCS

DEPARTAMENTO DE LA FAMILIA
ASUME
GOBIERNO DE PUERTO RICO

Humana

Liberty

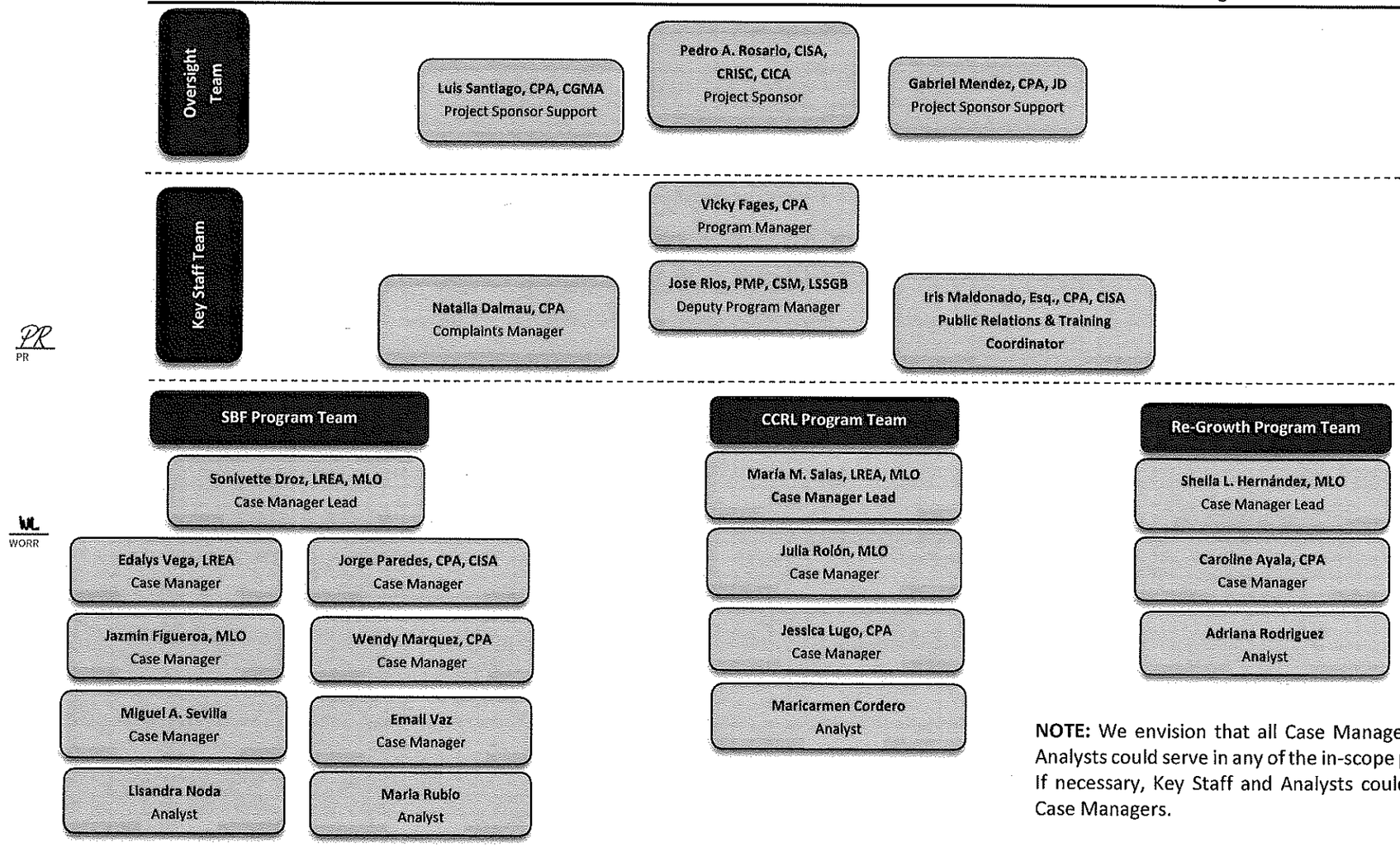
MMM Holdings, Inc.

DEPARTAMENTO DEL TRABAJO Y RECURSOS HUMANOS
GOBIERNO DE PUERTO RICO

OIG
OFICINA DEL INSPECTOR GENERAL
Añadiendo valor y transparencia

LPG

EXHIBIT A-2
Organizational Chart



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NOTE: We envision that all Case Managers and/or Analysts could serve in any of the in-scope programs. If necessary, Key Staff and Analysts could work as Case Managers.

"Perfect combination of banking, loan originators and business advisors. You get advisory, normally delivered by large consulting firms."

LPG

Pursuant to section of 6.2.1 "Capacity to Provide Services" of the RFP, we include our proposed staffing plan for Case Managers included in the Organizational Chart:

Proposed Staff	Role (Key, Case Manager or Analyst)	Years of Experience	On-site Availability	Business Type and/or Industry
Pedro A. Rosario, CISA, CRISC, CICA	Project Sponsor (Oversight Support)	18	Partial	All qualified industries
Luis Santiago, CPA, CGMA	Oversight Support	22	Partial	All qualified industries
Gabriel Mendez, CPA, JD	Oversight Support	20	Partial	All qualified industries
Natalia Dalmau, CPA	Key Staff	15	Full	All qualified industries
Vicky Fages, CPA	Key Staff	15	Full	All qualified industries
Jose Rios, PMP, CSM, LSSGB	Key Staff	15	Full	All qualified industries
Iris Maldonado, Esq., CPA, CISA	Key Staff	16	Full	All qualified industries
María M. Salas, LREA, MLO (Loan Originator)	Case Manager Leader	17	Full	All qualified industries
Sonivette Droz, LREA, MLO (Loan Originator)	Case Manager Leader	15	Full	All qualified industries
Sheila L. Hernandez, MLO (Loan Originator)	Case Manager Leader	20	Full	All qualified industries
Edalys Vega, LREA (Loan Originator)	Case Manager	16	Full	All qualified industries
Julia Rolón, MLO (Loan Originator)	Case Manager	19	Full	All qualified industries
Jazmin Figueroa, MLO (Loan Originator)	Case Manager	18	Partial	All qualified industries
Jessica Lugo, CPA	Case Manager	18	Full	All qualified industries
Caroline Ayala, CPA	Case Manager	8	Partial	All qualified industries
Jorge Paredes, CPA, CISA	Case Manager	17	Full	All qualified industries
Wendy Marquez, CPA	Case Manager	15	Full	All qualified industries
Miguel A. Sevilla (Loan Originator)	Case Manager	15	Partial	All qualified industries
Emali Vaz (Loan Originator)	Case Manager	20	Partial	All qualified industries

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Proposed Staff	Role (Key, Case Manager or Analyst)	Years of Experience	On-site Availability	Business Type and/or Industry
Maria Rubio	Analyst	8	Full	All qualified industries
Adriana Rodriguez	Analyst	10	Partial	All qualified industries
Maricarmen Cordero	Analyst	15	Full	All qualified industries
Lisandra Noda	Analyst	13	Full	All qualified industries

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LPG team includes a core team of professionals with significant work experience, industry experience and technical competence. This competitive advantage will ensure efficiency within our processes and will allow us to add value and provide beneficial service in the Project.

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Our team includes a perfect combination of individuals with extensive experience as business advisors and in the banking mortgage industry (as loan originators). The team includes one (1) Professional Project Manager (PMP), seven (7) CPAs, eight (8) loan originator officers and four (4) accountants, which represents over a century of combined experience. We envision that all Case Managers and Analysts could serve in any of the in-scope programs.

In the following pages, we include the proposed staff profiles (resumes[1]). In evaluating the proposed staffing, please note that all staff have an ample experience in compliance, loan origination, underwriting and business planning / advisory. In addition, the team experience is widespread in several industries, including (but not limited) construction, healthcare, insurance, technology, financial, services, retail, etc., since many of the resources have work with client of all sizes, industries and locations.

Integrity

None of our team members have been involved in any criminal, civil or administrative suits, actions, investigations, litigations, sanctions and/or administrative complaints or proceedings that were commenced, pending settled, threatened, resolved, or conducted during the five years.

[1] We included the related resources firm profiles, which is a brief summary of the resume and relevant experiences. However, upon request, we can provide the specific resume, if necessary.

Proposal Qualifications and Work Approach Requirements

Key Staff Information

1. Key Staff Information
2. Key Staff and Case Managers Leaders Certifications / Licenses
3. Key Staff and Overall Team Profiles (Resume)

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TAB 3

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Pursuant to section of 6.2.3 "Reputation and Managerial, Organization, and Technical Capabilities" of the RFP, we include the **Key Staff Team** information and licenses.

Proposed Key Staff Name	Position	Years of Experience	Education	Relevant Licenses / Certifications
Vicky Fages, CPA	Program Manager	15	BBA	CPA
Jose Ríos, PMP, CSM, LSSGB	Deputy Program Manager	15	BBA	PMP, CSM, LSSGB
Natalia Dalmau, CPA	Complaints Manager	15	BBA	CPA
Iris Maldonado, Esq., CPA, CISA	Public Relations and Training Coordinator	16	JD and BBA	Esq., CPA, CISA

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In addition, although not required in the RFP, we wanted to include / highlight our Case Managers Leaders (as represented in our Organizational Chart) to demonstrate our extensive experience in the loan origination process, which is a key factor for the success of the Project. We included their name, education, years of experience and relevant licenses.

Case Manager Leaders (Not Key Staff)				
Proposed Key Staff Name	Position	Years of Experience	Education	Relevant Licenses / Certifications
Sonivette Droz, LREA, MLO	Case Manager Leader	15	BBA	Mortgage Loan Originator (MLO)
María M. Salas, LREA, MLO	Case Manager Leader	17	BBA	Mortgage Loan Originator (MLO)
Sheila L. Hernandez, MLO	Case Manager Leader	20	BBA and MBA	Mortgage Loan Originator (MLO)

Proposal Qualifications and Work Approach Requirements

References

1. Work Approach

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TAB 5

LPG

Pursuant to section of 6.3 "Work Approach" of the RFP, we include our work approac4h for the services requested.

The Services requested in this Request for Proposal (RFP) are pivotal in the success overall implementation of the CDBG- DR programs, including Small Business Program (SBF), Construction and Commercial Revolving Loan Program (CCRL) and Re-Grow PR Urban and Agriculture Program (Re-Grow). The SBF program provides financing to small businesses (including recovery grants) affected by Hurricane Irma and/or Maria. The CCRL program will offer loans for businesses, this program will also provide local qualified contractors access to capital to build reconstruction capacity. In addition, the Re-Grow program is designed to assist the agricultural industry, it will offer grants and loans to agricultural businesses for a variety of farming eligible activities. The Case Managers will provide support with the management of applications, technical support to applicants, processing support and outreach efforts.

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In the following sections we include our Work Approach for the Case Manager services requested:

Work Approach

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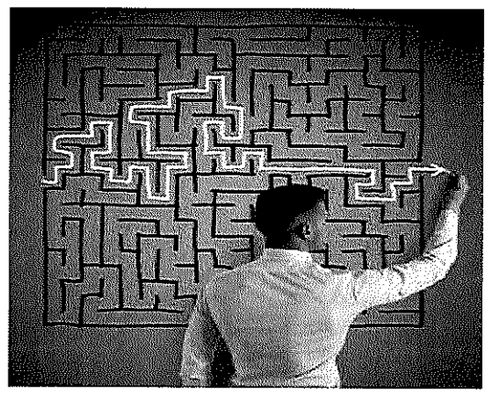
Our approach consists in using a combination of experience financial business advisors and loan originators in order to provide an effective and efficient technical assistance to applicants on business recovery.

We divide our Project Approach in five main phases, including planning, awareness, training, implementation and monitoring.



Planning:	• We will set specific project expectations and objectives throughout the Project life cycle. Develop the steps to meet the project objectives. In addition, we will establish with you the activities, tasks and timeframes.
Awareness:	• We will establish messages and public methods of communication to reach out potential SBF, CCRL and Regrow applicants. The awareness consists in (but limited) reaching out to our network of CPA firms to access a significant amount of potential legit applicants.
Training:	• Coordinate with the Puerto Rico Department of Housing (PRDOH) and "Banco de Desarrollo Económico" (BDE) to establish and implement training plans to case managers. In addition, establish lessons learned sessions throughout the Project life cycle. The strategic plan contemplates at least a monthly training/review.
Implementation:	• Implement the activities and tasks established. Support and assist in the daily operations of the Project (application generation). Complete the project deliverables / task summary.
Monitoring & Reviewing:	• Establish proper reports and monitoring mechanisms for the continuous monitoring and improvement of the Project.

Plan to manage the different Program Tasks and Deliverables

Our overall plan for the execution of the different tasks listed in the Scope of Services, consists of specific activities and deliverables described in the following table. We included the tasks per program (SBF, CCRL and Re-Grow), the tasks description, the timeframe per tasks and the activities that we will perform to accomplish the proper execution of the tasks.

Tasks #	Description of Standard Tasks	Timeframe per Task	Plan to Manage each Task and Deliverables
			SBF Program
SBF Task 01	Pre-Application Consultations with Prospective Applicants	4 hrs	• Contact referred or new SBF applicants. A standard log will be created to include all referred / new applicants to ensure that we contact / follow up all potential applicants. • Standard interview will be performed. A template will be created to ensure that specific / relevant questions are asked during our initial interviews to identify good candidates for SBF. • We will educate the prospective applicants with regards the SBF program and requirements. A basic / standard introduction memo (checklist) will be created for a simple explanation of the SBF program / requirements. • Trainings will be provided to all Case Managers/Analyst to ensure that these tasks are efficiently performed. Including the program basics, eligibility, requirements, proper use of awarded funds, recapture of funds, etc. • Schedule a follow up meeting for the completion of the application submission. Follow up calls will be tracked in the standard log.
SBF Task 02	Pre-Application Preparation	12 hrs	• We will collect the required documents to start the process. We will maintain all information received properly secured. • We will review the documentation gathered. In addition, we will explain the applicants any gaps in the documentation. • The Analyst will assist the Case Managers in collecting all documents. • Verify the documentation to ensure that the potential applicants appear to be eligible for SBF program. • A log will be maintained to track all documents received / missing for compliance. • We will establish a Quality Assurance process through all tasks to ensure proper and accurate performance of tasks and compliance.
SBF Task 03	Submit Complete Applicants	8 hrs	• We will prepare the application package. A log will be maintained including all application packages prepared / submitted. • We will navigate the online system with the applicants and assist the applicant in completing the online application for SBF. • Eligibility and award calculation basics. We will prepare a basics template including the calculation criteria for better / simple explanation. • We will track all request determinations. • Provide a basic training for the online system for the Case Managers and applicants. • We will establish a Quality Assurance process through all tasks to ensure proper and accurate performance of tasks and compliance.

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Tasks #	Description of Standard Tasks	Timeframe per Task	Plan to Manage each Task and Deliverables
SBF Task 04	Award Coordination	5 hrs	• We will be available for Closing Meetings. • Prepare a simple memo explaining the Award process of SBF for better understanding of applicants. • Explain the Grant Agreements and compliance of the applicants. • We will track all closing meetings, awarded applications, Grant Agreements, etc. to properly monitor the closing process. • We will establish a Quality Assurance process through all tasks to ensure proper and accurate performance of tasks and compliance.
SBF Task 05	Closeout Process	6 hrs	• Create a simple guide to assist the applicant through the closeout process requirements. • Assist the applicants with the closeout documents to provide the BDE. • We will establish a Quality Assurance process through all tasks to ensure proper and accurate performance of tasks and compliance. • We will track all successful closeout that are submitted.
			CCRL Program
CCRL Task 01	Pre-Application Consultations with Prospective Applicants	6 hrs	• Contact referred or new CCRL applicants. A standard log will be created to include all referred / new applicants to ensure that we contact / follow up all potential applicants. • Standard interview will be performed. A template will be created to ensure that specific / relevant questions are asked during our initial interviews to identify good candidates for CCRL. • Inspect project sites, plans, financial information, etc. • We will educate the prospective applicants with regards the CCRL program and requirements. A basic / standard introduction memo (checklist) will be created for a simple explanation of the CCRL program / requirements. • Trainings will be provided to all Case Managers/Analysts to ensure that these tasks are efficiently performed. Including the program basics, eligibility, requirements, proper use of awarded funds, recapture of funds, etc. • Schedule a follow up meeting for the completion of the application submission. Follow up calls will be tracked in the standard log.
CCRL Task 02	Pre-Application Preparation	15 hrs	• We will collect the required documents to start the process. We will maintain all information received properly secured. • We will review the documentation gathered (including reviewing the financial information). In addition, we will explain the applicants any gaps in the documentation. • The Analyst will assist the Case Managers in collecting all documents. • Verify the documentation to ensure that the potential applicants appear to be eligible for CCRL program. Explain eligibility and award calculation. • A log will be maintained to track all documents received / missing for compliance. • We will establish a Quality Assurance process through all tasks to ensure proper and accurate performance of tasks and compliance.
CCRL Task 03	Submit Complete Applicants	10 hrs	• Ensure that all eligible information was properly gathered. Assist the applicant in collecting all required information for eligibility.

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Tasks #	Description of Standard Tasks	Timeframe per Task	Plan to Manage each Task and Deliverables
			• We will navigate the online system with the applicants and assist the applicant in completing the online application for CCRL. • A log will be maintained including all application packages prepared / submitted. We will track all request determinations. • Provide a basic training for the online system for the Case Managers and applicants. • We will establish a Quality Assurance process through all tasks to ensure proper and accurate performance of tasks and compliance.
CCRL Task 04	Award Coordination	6 hrs	• We will be available for Closing Meetings. We will assist in coordinating such meetings. A log will be maintained for all closing meetings. • Prepare a simple memo explaining the Award process of CCRL for better understanding of applicants. • Explain the Grant Agreements and compliance of the applicants. • Assist in the applicants in the compliance plan and understanding. • We will track all closing meetings, awarded applications, Grant Agreements, etc. to properly monitor the closing process. • We will establish a Quality Assurance process through all tasks to ensure proper and accurate performance of tasks and compliance.
CCRL Task 05	Closeout Process	8 hrs	• Create a simple guide to assist the applicant through the closeout process requirements. • Assist the applicants with the closeout documents to provide the BDE. Assist in the reporting monthly requirement (including LMI job creation). • We will establish a Quality Assurance process through all tasks to ensure proper and accurate performance of tasks and compliance. • We will track all successful closeout that are submitted.
			Re-Grow Program
Re-Grow Task 01	Pre-Application Consultations with Prospective Applicants	6 hrs	• Contact referred or new Re-Grow applicants. A standard log will be created to include all referred / new applicants to ensure that we contact / follow up all potential applicants. • Standard interview will be performed. A template will be created to ensure that specific / relevant questions are asked during our initial interviews to identify good candidates for Re-Grow. • Visit business locations to review of operations. Review business history, plans, financial information, etc. • We will educate the prospective applicants with regards the Re-Grow program and requirements. A basic / standard introduction memo (checklist) will be created for a simple explanation of the Re-Grow program / requirements. • Trainings will be provided to all Case Managers/Analysts to ensure that these tasks are efficiently performed. Including the program basics, eligibility, requirements, proper use of awarded funds, recapture of funds, etc. • Schedule a follow up meeting for the completion of the application submission. Follow up calls will be tracked in the standard log.
Re-Grow Task 02	Pre-Application Preparation	14 hrs	• We will collect the required documents to start the process. We will maintain all information received properly secured.

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Tasks #	Description of Standard Tasks	Timeframe per Task	Plan to Manage each Task and Deliverables
			• We will review the documentation gathered (including reviewing the financial information). In addition, we will explain the applicants any gaps in the documentation. • The Analyst will assist the Case Managers in collecting all documents. • Verify the documentation to ensure that the potential applicants appear to be eligible for Re-Grow program. Explain eligibility and award calculation. • A log will be maintained to track all documents received / missing for compliance. • We will establish a Quality Assurance process through all tasks to ensure proper and accurate performance of tasks and compliance.
Re-Grow Task 03	Submit Complete Applicants	11 hrs	• Ensure that all eligible information was properly gathered. Assist the applicant in collecting all required information for eligibility. • We will navigate the online system with the applicants and assist the applicant in completing the online application for Re-Grow. • A log will be maintained including all application packages prepared / submitted. • We will track all request determinations. • Provide a basic training for the online system for the Case Managers and applicants. • We will establish a Quality Assurance process through all tasks to ensure proper and accurate performance of tasks and compliance.
Re-Grow Task 04	Award Coordination	6 hrs	• We will be available for Closing Meetings. We will assist in coordinating such meetings. A log will be maintained for all closing meetings. • Prepare a simple memo explaining the Award process of Re-Grow for better understanding of applicants. • Explain the Grant Agreements and compliance of the applicants. • Assist in the applicants in the compliance plan and understanding. • We will track all closing meetings, awarded applications, Grant Agreements, etc. to properly monitor the closing process. • We will establish a Quality Assurance process through all tasks to ensure proper and accurate performance of tasks and compliance.
Re-Grow Task 05	Closeout Process	6 hrs	• Create a simple guide to assist the applicant through the closeout process requirements. • Assist the applicants with the closeout documents to provide the BDE. Assist in the applicant in collecting and providing receipts and other documents. • We will establish a Quality Assurance process through all tasks to ensure proper and accurate performance of tasks and compliance. • We will track all successful closeout that are submitted.

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Among other activities, we will perform the following main undertakings:

- Kick-off meeting to ensure scope expectations were clear and that key stakeholders were appropriately identified.
- We will assist the programs in the marketing efforts and continuously out-reach potential qualified applicants.
- Assist to demystify the application process to make the process easy to understand for the applicants.
- Assist applicants provide evidence of damages and business disruptions.
- Advise applicants in analyzing their business and marketing plans for recovery.
- Review documentation and provide business advise to applicants.
- Assist applicants in the completion of the applications.
- Assist applicants to provide follow-up information.

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How we will perform such activities as part of our overall plan to manage the different tasks and deliverables:

- We will establish a standard checklist for case managers to allow the easy explanation (demystify) of the program and process to potential applicants.
- We will establish a standard simple template for the completion of a business plan and help the applicants to easily document his/her strategies and marketing plans for success.
- We will establish a standard checklist of the necessary documentation required for approval to ensure that cases are complete.
- We will establish a tracking log that includes the status of all cases, leads and pending documentation for easy follow-up of applicants.
- We will establish a tracking log that includes daily hours incurred and tasks worked.
- We will establish a status template to ensure that we discuss tasks accomplished, issues encountered, next steps and work progress.
- We will establish a Quality Assurance process to ensure that cases are properly documented.
- All templates will be discussed and agreed with PRDOH's CDBG-DR Program and/or BDE to ensure that we achieve expectations.
- We included a Key Staff member in the Team with Project Manager responsibilities to help track the project progress. He is a Professional Project Manager (PMP) and Certified Lean Six Sigma Green Belt (LSSGB).
- Our Project Manager and team will closely work with all groups involved to establish / track specific tasks for the success of the Project.

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Communication a Key Factor

Communication is a key driver of our approach. Our procedures will ensure effective communication in all aspects of the Project. We will work with management of BDE and PRDOH's CDBG-DR to ensure that procedures are performed in a timely and effective manner. We will develop strategies to overcome any **communication barriers** with applicants (including usage of different mechanism of communication, either oral or written depending in the situation).

LPG will continuously communicate with management regarding the project status and progress. We suggest performing bi-weekly status meetings to present, escalate and resolved potential issues. Share our findings on shorter check-in meetings at least once a week to provide recommendations and solutions to keep all stakeholders and applicants informed and in total control to proactively attend every aspect of the Programs and prevent unforeseen threats. This way we can quickly turn it around and make the situation a growth opportunity for the Programs.

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Our Marketing and Out-Reach Strategy (Cultivate Applicants)

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In addition to work with the existing applicants identified in the pre-application or post-application process, we have two main out-reach strategies for potential candidates for the Programs:

1. As a full services accounting firm, we have approximately **300** potential candidates that can be reached out immediately, if selected as a Case Managers Firm.

   However, our network of potential qualified candidates for the in-scope programs provide access to additional hundreds of potential applicants. We have a great relationship with other CPA firms that we can access their client databases to identify possible qualified applicants. In fact, we did an exercise of reaching out to three CPA firms who were pleased and willing to provide us access to their clients for potential candidates. Combining those three CPA firms with our client listing and it represents approximately **600** potential candidates.

2. Also, we will reach out to all Mayors in Puerto Rico to explain the application process to the Programs and assist all their constituent's. Mayors know their municipalities businesses and can help identify and out-reach potential candidates. We can schedule meetings and visits in the municipalities to assist specific candidates.

Furthermore, as part of our marketing out-reach strategies:

- We will target specific businesses that have a network of clients in order to reach out to their clients (like insurance brokers, etc.).
- We will target businesses that are registered as "Pequeños y Medianos Empresas" (PYMES) in Puerto Rico.
- The Firm participation in multiple business events that helps to generate a network of potential applicants.

Project Management and Milestones

Included in our Team members, we have a Professional Project Manager (PMP), which in addition to his role responsibilities, we will work an overall plan with PRDOH and BDE to establish specific milestones and monitoring procedures to ensure the completion of the Programs plans and schedules. We will define project objectives and identify / analyze risks to properly establish specific milestones.

	High Level General Milestones			
	1st Semester	2nd Semester	3rd Semester	4th Semester
Planning Approval				
Procedures / Templates				
Capture requirements (requirements review)				
Trainings				
Project logistics				
Risk Analysis				
Specific work plan				
Online System				
Project Execution (Execution Tracking/Monitoring)				
Project Closing (Final Approval)				
General Deliverables				

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Potential Program Difficulties (Risks)

In order to properly plan and reduce potential Program difficulties and threats / risks to the project objectives, we include a brief listing of main risks and mitigating factors for success of the Project:

Program Difficulties (Potential Risk)	Likelihood	Impact	Mitigation / Solutions
Not sufficient applications are received.	Possible	Available funds are not fully distributed.	• Marketing efforts • Work our Network of clients • Out-reach strategies • Street bankers
Cases take more time than estimated.	Possible	Project cost estimates are greater than expected.	• Status meetings • Experienced Case Managers • Tracking hours incurred
Difficulties for Case Managers in gathering the data required.	Possible	Project cost estimates. Project closed cases goals.	• Marketing efforts and outreach • Network of clients • Street bankers • Standardized documentation for easy completion of applicants
Not sufficient case managers are available to cover all received applications.	Rare	A backlog of cases and potential applicants may lose interest in the program.	• If necessary, we have additional resources that can be utilized as case managers • If necessary, Key Staff and Analysts included in the Project can work as Case Managers

Program Difficulties (Potential Risk)	Likelihood	Impact	Mitigation / Solutions
Quality of applications processed do not meet expectations.	Possible	Cases submitted for underwriting are not closed.	• Experienced Case Managers. • Continuous communication with the PRDOH and BDE
Available systems are not capable of properly tracking cases, hours and accurately input of applications.	Possible	Completeness and accurate of cases to evaluate Tracking the cost of hours incurred	• Manually track all cases • Manually track all hours incurred • Manually track all leads • Manually track the status of cases
Case managers with insufficient experience in financial advisory, customer relations, and most of all compliance.	Possible	Cases not being closed for underwriting	• Solid team members with experience in case management, loan origination / process, financial advisors, and compliance audits • Status meetings to track progress
Not sufficient resources in underwriting to cover applications processed on a timely manner.	Possible	Cases not being closed	• BDE should ensure that it has the sufficient resources for the underwriting process • We have team members with underwriting experience • Effective communication between all teams (origination, processing, and underwriting)

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Complaints Management Plan

Our Complaints Management Plan consist of establishing a complaint investigation procedure. In addition, we will establish a central point of coordination to register the complaint. The management of the complains process, includes acknowledge of receipt of the initial complaint, commencing an investigation of the complaint and resolving complaints as soon as practicable in the best interest of all parties. In addition, advising the complainant if there is a delay while providing updates on the progress of the investigation.

We will work with PRDOH to properly establish a timeframe for each step of the process. As mentioned, we will track all complaints for analysis and perform lessons learned sessions with the staff resources to ensure proper execution. It is important to properly categorize the complaints for analysis.

Responsive Coordination Plan and Reporting

We will implement several mechanisms to establish / monitor specific tasks, costs and hours incurred throughout the Project. In addition, we will establish a Quality Assurance process to ensure that cases are being properly worked on.

The Case Managers Team Leaders will review the members cases and the PM will provide support in such reviews. In addition, we will establish internal weekly status meetings to discuss the status of work, issues, etc. We plan to utilize this data to report status and progress to the PRDOH and BDE.

As established, we will track, monitor, and report the applicants progress in regard to the compliance of requirements. We will establish several logs across the process to properly track all relevant applicants' information. On a weekly basis, we will report the status of such progress to applicants.

Training and Awareness

We will establish specific trainings for our personnel as well as PRDOH and BDE, if required. During the planning phase of the Project, we will **train** our Team with regards all requirements relevant to each Program (i.e., SBF, CCRL and Re-Grow), procedures established, capture requirements, case management, archiving, etc. We plan to perform **workshops** with staff resources to practice with real cases.

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On a monthly basis, we will perform lessons learned sessions to the entire Team for ongoing progress / success. Also, we will establish simple training materials to educate applicants in the process.

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ATTACHMENT 1
SCOPE OF SERVICES
Request for Proposals
Case Manager Services for Economic Recovery Programs
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing
CDBG-DR-RFP-2020-03
(Revised for Addendum No. 3)

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1. Introduction and Overview

The Puerto Rico Department of Housing (PRDOH) is issuing this Request for Proposal (RFP) to procure Case Manager Services to support PRDOH and Program partners, with the management of Applications, technical support to Applicants, processing support to administering partners or PRDOH, and outreach efforts on several Community Development Block Grant - Disaster Recovery (CDBG-DR) Programs (Economic Recovery Programs).

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

2. CDBG-DR Programs

A detailed description of the Economic Recovery Programs is included in the Action Plan approved by the U.S. Housing and Urban Development (HUD) on July 29, 2018. A complete copy of the Action Plan is available at www.cdbg-dr.pr.gov/action-plan. The Action Plan is in response to the disaster recovery after the devastation caused by Hurricanes Irma and María in Puerto Rico in 2017.

Key Staff may be assigned to one or more of the following CDBG-DR Economic Recovery Programs:

- **Small Business Financing Program (SBF) –** Provides financing to small businesses affected by Hurricanes Irma or Maria. The first assistance offered by SBF is the Recovery Grants, of up to $50,000 for working capital or moveable equipment. The Economic Development Bank of Puerto Rico (BDE) is a Subrecipient and administering entity selected by PRDOH for this Program. Case Managers would provide guidance to Applicants and prospective applicants in the application process, to facilitate faster and more efficient reviews of applications and assist businesses in their planning and long-term goals. Additional information of the SBF Program is available at https://cdbg-dr.pr.gov/en/download/small-
- business-financing-program/.

  Construction and Commercial Revolving Loan Program (CCRL) – will offer loans for businesses, including financing for developers and construction projects. This program will provide local qualified contractors access to capital to build reconstruction capacity and

maximize the amount of funds circulating in the island's economy. Case Managers may be asked to assist with the application process and/or provide guidance to Applicants and/or administering entities, including review of applications, outreach efforts for the Program, and assist with technical requirements related to the application process, such as site inspections. Additional information of the CCRL Program is available at https://cdbg-dr.pr.gov/en/download/construction-and-commercial-revolving-loan-program/.

- **Re-Grow PR Urban and Rural Agriculture Program (Re-Grow)**– is designed to assist the agricultural industry of Puerto Rico. It will offer grants and loans to agricultural businesses that for a variety of farming eligible activities. Case Managers would assist Applicants during the application process, including assistance in acquiring required documentation needed to apply to the program. Case Managers may be asked to assist the entities contracted to administer the Program. Additional information of the Re-Grow Program is available at https://cdbg-dr.pr.gov/en/download/re-grow-pr-urban-rural-agriculture-program/.

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The PRDOH aims to contract, at its discretion and in the best interest of the overall programs' implementation, one (1) to three (3) qualified proposers for Case Managers, under the CDBG-DR grant(s) for a period of two (2) years with an optional extension of up to one (1) additional year, subject to funds availability.

For all three Programs, Grant and loan amounts will be calculated based on demonstrated unmet needs. Loan repayment terms may involve incremental forgiveness over the life of the loan based on the creation or retention of jobs or meeting another National Objective. Application criteria, National Objectives, and program guidelines will be published on the disaster recovery website subsequent PRDOH approval (www.cdbg-dr.pr.com).

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 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 CDBG-DR programs yet to be defined in the current Action Plan. There is no guarantee of a minimum level of services which may be requested by the PRDOH under this Contract.

3. Staff, Services and Tasks

The Case Manager Services shall include the application intake and technical assistance (TA) services in the application process for the Economic Recovery Programs. The tasks include:

- Consultations with Applicants or prospective Applicants
- Pre-application preparation
- Submit complete applications
- Award Coordination
- Closeout Process

This section defines the Case Manager tasks that the Proposer must perform in order to support PRDOH in the administration of the CDBG-DR Economic Recovery Programs. The PRDOH reserves the right to retain Case Manager services for some of these programs internally and to contract one or more qualified proposers for Case Managers Services.

a. Services Requested

It is the intent of this RFP to identify and make available to the PRDOH qualified Case Managers capable of providing a wide range of Services. The role of the Case Managers is to cultivate and support eligible businesses for the CDBG-DR Economic Recovery Programs. The Case Manager will serve as principal contact for Applicants to provide technical assistance (TA) with business recovery and growth planning and support in producing vetted grant and/or loan applications. This role is a combination of intake specialist, TA provider, coach and accountability as businesses owners recover and grow their businesses. Case Managers will be granted full access as needed to Program systems and Web Applications to better assist Applicants in managing their applications.

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i. **Timeline**

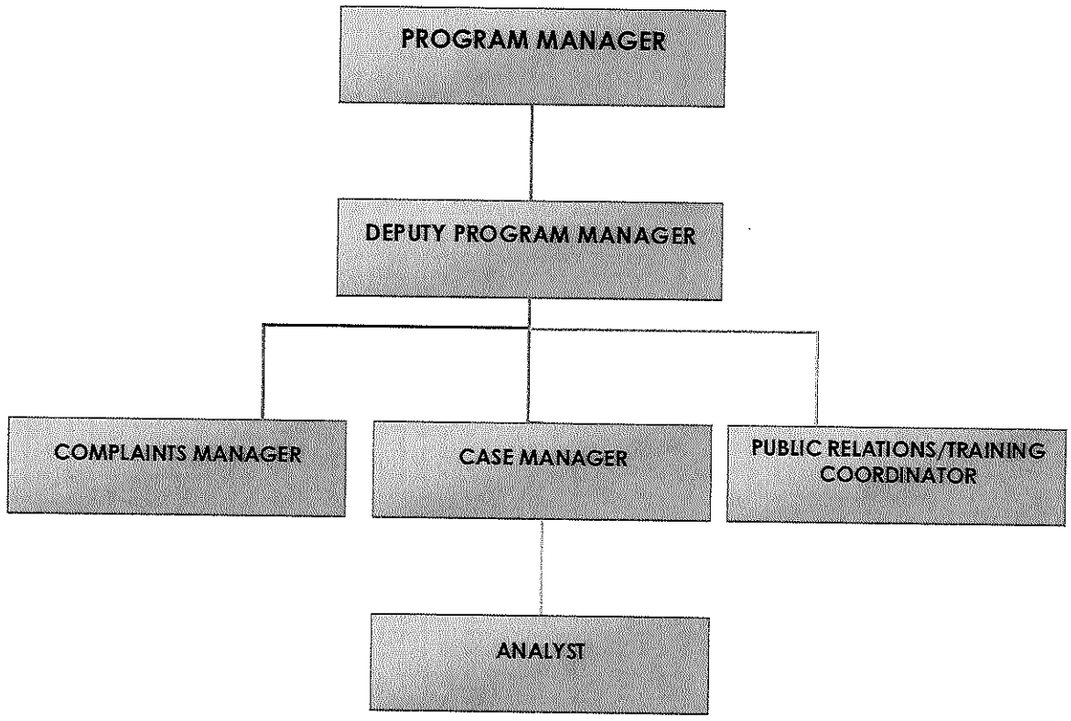
The Case Manager Key Staff resources must be ready to begin working within two (2) weeks after the contract execution date. The Case Manager Key Staff resources include the Program Manager, Deputy Program Manager, Complaints Manager and Public Relations/Training Coordinator. During this period, other resources including the Case Managers and Analysts positions will be trained and will be equipped with training material that covers the full online application processes, including practice files to be used for learning and explanatory purposes. As the PRDOH may select more than one Case Manager, the specific geographic territories, municipalities or regions where each Case Manager shall perform work will be determined at the sole discretion of the PRDOH. Case Managers may not charge additional costs due to the PRDOH assignment of geographic territories, municipalities or regions. The Proposer must provide its own office space, office furniture, office supplies and personnel to staff the offices. The PRDOH may redefine geographic territories, municipalities or regions initially assigned based on Case Managers performance, compliance, and quality of work. The PRDOH will not guarantee a minimum number of applicants or cases to be handled by the Case Manager. The Case Manager's offices must be set up to assist Program Applicants with existing applications.

b. Staff Requirements

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

The participation of any resource will require a written authorization from the PRDOH before they can commence work. No personnel may be assigned to the resulting contract without the written consent of the PRDOH; therefore, any service performed without PRDOH's written authorization cannot be invoiced and will not be reimbursed. The PRDOH reserves the right to request the removal of any staff not performing to PRDOH's expectative.

Figure 1. Case Manager Key Staff and Regular Staff Organizational Chart



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i. Organizational and Staffing Plan

An organizational chart detailing personnel, role and responsibilities of each person on the project, name of the resource or subcontractor, their planned level of effort, and their on-site availability. The Proposer should demonstrate their ability to adequately staff and scale each functional area to maintain agreed upon service levels throughout the life of the Programs.

Only those Key Staff as identified in the RFP will be required a resume or professional information.

ii. Key Staff (Per Hour)

The Proposer must demonstrate that it has personnel capable of handling the services required herein. For Key Staff as related to the engagement the Proposer must provide the name of resources to be assigned, their education, years of experience, licenses, certifications, and résumés or professional information, specifying year of graduation, start and end dates for each job position (s) and project (s).

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

- **Program Manager (Qty. 1)**
  The Program Manager will be available to meet with PRDOH staff as required and be able to provide PRDOH progress reports and other information as requested by PRDOH. The Program Managers will report to the PRDOH Programmatic Area Deputy Director and oversee Case Managers and Analyst. The responsibilities of the Program Manager include:

  - Ability to serve specific business types and/or industries such as manufacturing, agriculture, retail or technology
  - Manages technical and support staff and provides ongoing direction in the performance of the assigned program.
  - Develops and monitors program plan including time and cost estimates.
  - Ensures project outputs are delivered on schedule and within budget.
  - Establishes milestones and monitors adherence to program plan and schedule, identifies program problems, and obtains solutions, such as allocation of resources.
  - Prioritizes workload and determines staffing levels and any adjustments in staffing. Works with functional management to maintain a staffing level to ensure technical quality and appropriate experience levels are consistent with current and projected program activities.
  - Reviews reports and briefings prepared by staff for quality and compliance to contract requirements.
  - Leads discussions for program reviews. Prepares and delivers formal briefings.
  - Complies with quality assurance and security procedures in the performance of duties.

  Requirements:
  Must have a bachelor's degree from an accredited institution and at least ten (10) years of experience in program management, banking, accounting, lending practices, business administration and/or entrepreneurship sector or related field. Disaster recovery or response, community development or related field experience is not required but convenient. Must be fully bilingual in English and Spanish.

- **Deputy Program Manager (Qty. 1)**
  The Deputy Program Manager will be available to meet with PRDOH or its assigned Subrecipients. Must be able to attend public events related to the Programs. The responsibilities of the Deputy Program Manager include:

  - Leads Program teams in a variety of settings.
  - Monitoring program activities and coordinating resources.
  - Attending personnel meetings
  - Solving any issues that may arise

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- Taking part to business development activities
- Assessing program efficiency.

Requirements:
Must have a bachelor's degree from an accredited institution and at least five (5) years of experience in program management, banking, accounting, lending practices, business administration and/or entrepreneurship sector or related field. Disaster recovery or response, community development or related field experience is not required but convenient. Must be fully bilingual in English and Spanish.

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- **Complaints Manager (Qty. 1)**
The Complaints Manager will be responsible for coordination of complaints resolution by performing tasks such as investigating the complaints, surveys, interviews, educating the Applicants, among other tasks. The Complaints Manager is in charge of providing and receiving complex and sensitive information which may also be contentious, in situations where there are significant barriers to acceptance which need to be overcome using developed interpersonal and communication skills (e.g. at meetings with complainants). The Complaints Manager is responsible to take a leading role in promoting the reporting of and learning from complaints including:

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  - Providing feedback/reports to the relevant Divisions
  - Undertaking complex audits as appropriate using research methodology to benchmark complaint handling and monitor performance.
  - Undertaking Divisional trend analysis
  - To contribute to the development and implementation of specific delegated policies, procedures or guidelines relating to complaints.
  - To work with the Head of Department to ensure that the learning needs of staff in relation to complaints handling are identified and that appropriate training is provided.
  - Evaluation of complaints activity in terms of quality, scope and methodology and making appropriate recommendations.

Requirements:
Must have a bachelor's degree from an accredited institution and at least three (3) years of experience in program management, banking, accounting, lending practices, business administration and/or entrepreneurship sector, resolution of disputes or related field.

- **Public Relations and Training Coordinator (Qty 1)**
The Public Relations and Training Coordinator will be the main point of contact as related to public relations and trainings for the Program. As Public Relations Coordinator, this resource in coordination with its staff and PRDOH's own staff shall:
  - Promote a positive image for the Programs.
  - Assist in keeping the public informed about the Programs.

- Assist in arranging speaking engagements, planning and presenting press conferences and meetings, developing press releases and fact sheets, and promoting the overall program image.

As Training Coordinator, this resource shall:

- Conduct research necessary to develop, revise, or select training and development courses.
- Develop instructor materials, training catalogs, course outlines and manuals, background material, and training and development aids.

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Requirements:
Must have a bachelor's degree from an accredited institution and at least three (3) years of experience working in the public relations field combined with two (2) years of experience in the delivery of training instruction and services. Must manage communications (speak, read and write) in Spanish and English languages.

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4. Case Managers Staff Resources– Specific Per Unit Tasks

- **<u>Case Manager (per Task)</u>**
  The Case Manager will be assigned to cultivation of Applicants and will deliver application intake and TA services. The Case Manager may cultivate applicants within its existing network of local businesses as well as with businesses identified in the pre-application or post-application processes. A Case Manager assists Applicants in the application process for the Economic Recovery Programs.

  Requirements:
  Must have at least a bachelor's or associate degree from an accredited institution or have at least five (5) years of experience in case management, banking, accounting, lending practices, business administration or related field. Case Managers assigned to Re-Grow must have basic knowledge of the agricultural industry. Must be fully bilingual in English and Spanish.

- **<u>Analyst (per Task)</u>**
  Under the guidance of the Case Manager, the Analyst maintains regulated documents in compliance with Federal regulations by effectively utilizing the electronic document management system. Works in collaborative environment to effectively and efficiently assist the Applicants to comply with the requirements of the Economic Recovery Programs. Recommends application solutions in accordance with Programs. Reviews documentation to ensure compliance. Manages Applicant pipeline for efficiency. Collects and analyzes customer financial information for multifaceted and/or complex Applicants. Provides document control/clerical support performing routine activities under supervision of the Case Manager and within defined procedures. May have regular contact with Applicants, PRDOH employees and PRDOH Subrecipient and Partners to exchange or received information.

Requirements:
Must have an associate degree from an accredited institution or have at least three (3) years of hands-on experience in QA Document Control in a regulated environment. An equivalent combination of education, training and experience may substitute. Must be fully bilingual in English and Spanish.

5. Per Unit Tasks per Program

a. SBF Program:

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Task 01(a): Consultations with Applicants or prospective Applicants of SBF **Per Unit Task**

Case Managers will meet their assigned Applicants or any identified potential Applicants to the SBF Program to learn about the Applicant Business history and needs prior to beginning the Application or prior to completing the Eligibility Determination process. SBF Applicants or identified prospective applicants will be referred to Case Managers if they express an interest in applying for SBF and a need for assistance in doing so, or if otherwise referred to by the Program as current Applicants with incomplete applications. This task shall include the following in order to move on to the Submit Complete Application process:

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- Contact referred prospective applicant or new potential applicants, schedule and participate in a meeting with prospective applicants.
- Interview prospective applicants to learn basics about the business history, ownership, financial overview, storm damage, and plans for the future of the business.
- Educate the prospective applicant on CDBG-DR basics and SBF program overview if needed.
- Discuss details on eligibility as contained in the SBF program guidelines with Applicants.
- Explain Duplication of Benefits concept and inquire about other benefits received or requested to Applicants.
- Explain to prospective applicant the requirements to prove proper use of any awarded funds and the possibility of recapture if a business does not comply with the closeout requirements.
- Identify if the Applicant is a good candidate for SBF or for a different program and advise Applicant of its options regarding SBF.
- Schedule a follow up meeting for Complete Application Submission process and provide list of required documents.

Task 02(a): Pre-Application Preparation **Per Unit Task**

Case Managers will receive the requested basic documentation to get started, from the Applicant, PRDOH or other administering entity. Case Manager will review the documentation and coach Applicant on correcting any gaps in documentation. Analysts will assist Case Managers in collection of documents and acquiring information from Applicants. Task will include:

- Collecting required documentation such as business tax returns, proof that the business is registered to do business in Puerto Rico, proof of ownership by Puerto Rico resident(s), proof of storm damage, status of applicant's tax obligations, insurance and Duplication of Benefits documentation, and other program documents.
- Review financial information provided by Applicant for compliance with basic Program requirements.
- Request that Applicant acquire any additional or missing documents.

- Explain eligibility and award calculation basics and review related documentation.
- Verify documentation to ensure Business appears to be eligible for the Program.
- Gather documentation on other sources of funding for moveable equipment in cases where the unmet need is greater than $50,000.
- Verify documentation to ensure Business (Applicant) appears to be eligible for the Program.

Task 03(a): Submit Complete Applications to the SBF Program **Per Unit Task**

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The Case Manager will assist Businesses in submitting a complete application package, including all required documentation required to determine eligibility. Case managers will provide technical assistance on filling out forms and the application. Case Manager shall be prepared to aid in the collection of all required information related to eligibility and duplication of benefits analysis for SBF. Analyst may assist Case Managers as needed in completion of this task. Case Manager will not be responsible for making final determinations as to eligibility and award amounts. Applications that result in an Eligibility determination (included those determined Eligible or Not Eligible) by the Program will be considered completed Unit Tasks. This task includes:

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- Prepare the Application package.
- Explain to Applicant how the application process works, including teaching Applicant how to navigate the online application system.
- Assist Applicants in completing the online application for SBF.
- Review financial information provided by Applicant for compliance with basic Program requirements on type of files and formats accepted.
- Explain eligibility and award calculation basics and review related documentation.
- Ensure enough and correct documentation for Program to be able to make a determination of eligibility.
- Request that Applicant acquire any additional or missing documents requested by the Application or by the SBF program until a determination of eligibility is made by the Program.
- If a determination of eligibility is reached by the Program, task will be complete.
- If a determination of ineligibility is reached, Case Manager will explain the Reconsideration and Administrative Processes in SBF to Applicant and close the file after conducting guidance on that topic.

Task 04(a): Award Coordination **Per Unit Task**

When indicated by the SBF Program or by PRDOH, Case Manager shall be prepared to assist Applicants and Economic Development Bank (BDE, for its Spanish acronym), or the administering entity assigned by PRDOH for this Program in coordinating the Closing Meetings, assist in executing Grant Agreements or other Award process documents. Analysts may assist Case Managers as needed. This task includes:

- Assist Applicant coordinating time and place for a Closing Meeting.
- Explaining to Applicant the Award process for SBF, including documents such as Intended Use of Funds, Grant or Loan Agreement, Conflict of Interest Forms, and disbursement instructions.
- Case Managers will accompany Applicant to Closing Meeting or participate in virtual closing meeting or Closing telephonic conference.

- Explain all terms of the Grant Agreement, including preparing the Applicant for compliance with the receipt and closeout process.

Task 05(a): Closeout Process **Per Unit Task**

Case Managers will assist their assigned Applicants with the Closeout process requirements to ensure proper spending according to the approved intended use of funds and complete the closeout of the file. Case Managers are not responsible for making determinations (determinations are made by the Programs' Administering Entity) on compliance with the Closeout process but will assist Applicants in understanding their responsibilities during this stage of the process. This task shall include the following:

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- Guiding Applicant through the Closeout requirements and process in SBF.
- Ensure reporting data of LMI job creation and other National Objectives is being captured.
- Assist Applicant in collecting and providing receipts to comply with its responsibilities as Grant recipient, and other closeout documents to provide to BDE (or the administering entity) until the Program notifies Applicant of a successful close out of the file.
- Review any assigned, previously closed out cases, or cases in process of closeout, for compliance verification.

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b. For CCRL Program:

Task 01(b): Pre-Application Consultations with Prospective Applicants of CCRL **Per Unit Task**

Case Manager will meet their assigned Applicants or may also meet with prospective applicants to the CCRL Program, to learn about the Applicant Business history and needs prior to beginning the Application process. Assigned Applicants will be referred to Case Managers if they express an interest in applying for CCRL and a need for assistance in doing so. This task shall include the following in order to move on to the Application process:

- Contact referred or identified prospective applicants or pre-Applicants, schedule and participate in a 1-hour meeting with prospective applicants.
- Discuss credit history and background of Applicant.
- Interview prospective applicants to learn basics about the business history, ownership, financial overview, storm damage, and plans for the future of the business.
- Discuss the Business manpower and capacities.
- Inspect the project site(s) and discuss environmental reviews.
- Educate the prospective applicant on CDBG-DR basics and CCRL program overview.
- Discuss details on eligibility as contained in the CCRL program guidelines.
- Discuss the concept of revolving loans and Businesses' experience with them.
- Explain Duplication of Benefits concept and inquire about other benefits received or requested.
- Explain to prospective applicant the requirements to prove proper use of any awarded funds and the possibility of recapture if a business does not comply with the closeout requirements.
- Identify if the Applicant is a good candidate for CCRL or for a different program. If prospective applicant is not a good candidate for CCRL, Case Manager will advise prospective applicant and refer them to another program, is possible. Case Manager file a report with PRDOH or its assigned Partner to close the file.

- Schedule a follow up meeting for Pre-Application Preparation process and provide list of required documents.

Task 02(b): Pre-Application Preparation **Per Unit Task**

Case Managers will receive the requested basic documentation to get started, from the Applicant, PRDOH or other administering entity. Analyst may assist the Case Manager with document and information processing. Case Manager will review the documentation and coach Applicant on correcting any gaps in documentation. Task will include:

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- Collecting required documentation such as business tax returns, proof of ownership, proof of pre-disaster business conditions and storm damage, status of applicant's tax obligations, insurance and Duplication of Benefits documentation, and other program documents.
- Review financial information provided by Applicant for compliance with basic Program requirements.
- Request that Applicant acquire any additional or missing documents.
- Explain eligibility and award calculation basics and review related documentation.
- Inspect project site or project plans, financial books and advise Applicant of its best options within the CCRL Program.
- Review Business' credit history.

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Task 03(b): Submit Applications to the CCRL Program **Per Unit Task**

The Case Manager will assist Businesses in submitting a complete application package, including all required documentation required to determine eligibility. Case managers will provide technical assistance on filling out forms and application. Case Manager shall be prepared to aid in the collection of all required information related to eligibility and duplication of benefits analysis for CCRL. Analyst may assist the Case Manager as needed. Case Manager will not be responsible for making final determinations as to eligibility and award amounts. Applications that result in an Eligibility determination by the Program will be considered completed Unit Tasks. This task includes:

- Assist Applicants in submitting a complete online application for CCRL.
- Ensure enough and correct documentation for Program to be able to make a determination of eligibility.
- If a determination of eligibility is reached by the Program, task will be complete.
- If a determination of ineligibility is reached, Case Manager will explain the Reconsideration and Administrative Processes in CCRL to Applicant and close the file after conducting guidance on that topic.
- Assist in presenting of a Business Plan for Applicants that details intention of the use of the funds, if awarded.

Task 04(b): Award Coordination **Per Unit Task**

When indicated by the CCRL Program or by PRDOH, Case Manager shall be prepared to assist Applicants in the Closing Meeting with the CCRL Program Administering Entity, executing Grant Agreements or other Award process documents. Analyst may assist the Case Manager as needed in the completion of this task. This task includes:

- Assist Applicant coordinating time and place for a Closing Meeting.
- Explaining to Applicant the Award process for CCRL, including documents such as Intended Use of Funds, Grant or Loan Agreement, Conflict of Interest Forms, and disbursement instructions.

- Case Managers will accompany Applicant to Closing Meeting, or participate in virtual closing meeting or Closing telephonic conference.
- Assist Businesses in presenting its CDBG-DR Compliance Plan.
- Assist Business in understanding final Loan terms and conditions.

Task 05(b): Closeout Process **Per Unit Task**

Case Managers will assist their assigned Applicants with the Closeout process requirements to ensure proper spending according to the approved intended use of funds and complete the closeout of the file. Case Managers are not responsible for making determinations on compliance with the Closeout process dictated by the Program's Administering Entity but will assist Applicants in understanding their responsibilities during this stage of the process. Case Managers will not be responsible for making determinations on the closeout process. This task shall include the following:

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- Guiding Applicant through the Closeout requirements and process in CCRL.
- Ensure reporting data of LMI job creation and other National Objectives is being captured.
- Assist Applicant in reporting monthly requirements, draw requests, payments, line of credit management and compliance.
- Assist Applicant in collecting and providing receipts and other closeout documents to PRDOH or the assigned administering entity until the Program notifies Applicant of a successful close out of the file.
- Review any assigned, previously closed out, or in process of closeout cases for compliance verification.

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c. **For Re-Grow Program:**

Task 01(c): Pre-Application Consultations with Prospective Applicants of Re-Grow **Per Unit Task**

Case Manager will meet their assigned Applicants to the Re-Grow Program to learn about the Applicant Business history and needs prior to beginning the Application process. Assigned Applicants will be referred to Case Managers if they express an interest in applying for Re-Grow and a need for assistance in doing so. This task shall include the following in order to move on to the Application process:

- Contact referred prospective applicant, schedule and participate in a 1-hour meeting with prospective applicants.
- Visit business location and document the operations.
- Interview prospective applicants to learn basics about the business history, ownership, financial overview, storm damage, and plans for the future of the business.
- Educate the prospective applicant on CDBG-DR basics and Re-Grow Program overview.
- Inquire about risk mitigation and other business policies.
- Discuss details on eligibility as contained in the Re-Grow Program guidelines.
- Explain Duplication of Benefits concept and inquire about other benefits received or requested.
- Explain to prospective applicant the requirements to prove proper use of any awarded funds and the possibility of recapture if a business does not comply with the closeout requirements.

- Identify if the Applicant is a good candidate for Re-Grow or for a different program. If prospective applicant is not a good candidate for Re-Grow, Case Manager will advise prospective applicant and refer them to another program, is possible. Case Manager file a report with PRDOH or its assigned Partner to close the file.
- Schedule a follow up meeting for Pre-Application process and provide list of required documents.

Task 02(c): Pre-Application Preparation **Per Unit Task**

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Upon receipt of requested basic documentation from the Applicant or from the entity assigned by PRDOH, Case Manager will review the documentation and coach Applicant on correcting any gaps in documentation to prepare their full Application. Analyst may assist the Case Manager in processing of documents and information. Task will include:

- Collecting required documentation such as business tax returns, proof of ownership, proof of pre-disaster business conditions and storm damage, status of applicant's tax obligations, insurance and Duplication of Benefits documentation, and other program documents.
- Be available to answer program questions from Applicant.
- Review financial information provided by Applicant for compliance with basic Program requirements.
- Request that Applicant acquire any additional or missing documents.
- Explain eligibility and award calculation basics and review related documentation.

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Task 03(c): Submit Full Applications to the ReGrow Program **Per Unit Task**

The Case Manager will assist Businesses in submitting a complete application package, including all required documentation required to determine eligibility. Case Managers will provide technical assistance on filling out forms and application. Case Manager shall be prepared to aid in the collection of all required information related to eligibility and duplication of benefits analysis for Re-Grow. Analyst may assist the Case Manager as needed in competing this task. Case Manager will not be responsible for making final determinations as to eligibility and award amounts. Applications that result in an Eligibility determination (included those determined Eligible or Not Eligible) by the Program will be considered completed Unit Tasks. This task includes:

- Assist Applicants in submitting a complete online application for Re-Grow.
- Ensure enough and correct documentation for Program to be able to make a determination of eligibility.
- If a determination of eligibility is reached by the Program, task will be complete.
- If a determination of ineligibility is reached, Case Manager will explain the Reconsideration and Administrative Processes in Re-Grow to Applicant and close the file after conducting guidance on that topic.

Task 04(c): Award Coordination **Per Unit Task**

When indicated by the Re-Grow Program or by PRDOH, Case Manager shall be prepared to assist Applicants in their Closing Meetings with the Program's Administering Entity, executing Grant Agreements or other Award process documents. Analyst may assist as needed. This task includes:

- Assist Applicant coordinating time and place for a Closing Meeting.
- Explaining to Applicant the Award process for Re-Grow, including documents such as Intended Use of Funds, Grant or Loan Agreement, Conflict of Interest Forms, and disbursement instructions.

- Case Managers will accompany Applicant to Closing Meeting, or participate in virtual closing meeting or Closing telephonic conference

Task 05(c): Closeout Process **Per Unit Task**

Case Managers will assist their assigned Applicants with the Closeout process requirements to ensure proper spending according to the approved intended use of funds and complete the closeout of the file. Case Managers are not responsible for making determinations on compliance with the Closeout process but will assist Applicants in understanding their responsibilities during this stage of the process. This task shall include the following:

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- Guiding Applicant through the Closeout requirements and process in SBF.
- Ensure reporting data of LMI job creation and other National Objectives is being captured.
- Assist Applicant in collecting and providing receipts and other closeout documents to BDE (or the administering entity) until the Program notifies Applicant of a successful close out of the file.
- Review any assigned, previously closed out or in process of closeout cases for compliance verification.

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The PRDOH reserves the right to modify or delete the number of approximate Applications participating in the CDBG-DR Economic Recovery Programs and the number of hours dedicated by the resource in each Tasks; or to distribute between selected Proposers the number Applications received.

6. Additional Services (Allowance)

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

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

7. General Services included in completing previously outlined Tasks

a. **Applicant Recovery and Growth Plan or Strategy**

The Case Managers will need to work with Applicants to make sure Applications are filled out completely and thoughtfully and carry out any roles that may be assigned by PRDOH as part of the Applicant assistance efforts of PRDOH or its assigned partners. The Case Managers will need to guide the Applicant and make a judgement as to whether an Applicant is ready to submit their application for review. If they are not ready the Case Manager will need to

explain any deficiencies and, if appropriate, coach the Applicant to complete any missing parts of the application process.

b. CDBG-DR Assistance

Based on the information required by the CDBG-DR Program, Case Manager will be providing guidance to ensure compliance with CDBG-DR rules and procedures. Case Manager's will need to understand the National Objectives of the Program they are assigned and shall possess a comprehensive understanding of the Program Guidelines and CDBG-DR rules.

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c. Recovery and Growth Goals

Case Manager's will serve as financial coaches to Applicants, will assist in planning for the use of the CDBG-DR funds and long-term financial growth strategies.

d. Training

The Proposer shall provide fully trained and experienced personnel (including replacement personnel) required for performance of any work under the Contract. This includes training necessary to identify the financial product that best matches the needs and capacity of the applicant's business. Training of personnel shall be performed by the Proposer at its own expense except when the PRDOH has given prior approval for training to meet special requirements that are unique to a particular task.

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8. Response Requirements

Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required.

The proposal shall be written in sufficient detail to permit the PRDOH to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

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

END OF SCOPE OF SERVICES

GOVERNMENT OF PUERTO RICO
Department of Housing

ATTACHMENT D

Compensation Schedule
Case Manager Services for Economic Recovery Programs
Community Development Block Grant – Disaster Recovery

Contractor: **LPG CPA, PSC**

Key Staff Resources
The Contractor will be compensated based on hours worked and hourly rates for each of the Key Staff as follows:

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Position	Rate Per Hour
Program Manager	$179.00
Deputy Program Manager	$130.00
Complaints Manager	$145.00
Public Relations and Training Coordinator	$90.00

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Cost for SBF Program per Unit Basis
The Contractor will be compensated based on as a Per Unit Cost based on actual SBF Applications completed[1], up to the Total Cost per SBF Application, as follows:

Position	Unit Price	Task 1	Task 2	Task 3	Task 4	Task 5	Total
Case Manager	$85.00	$ 340.00	$ 680.00	$ 510.00	$ 340.00	$ 340.00	**$2,210.00**
Analyst	$55.00	$ -	$ 220.00	$ 110.00	$ 55.00	$ 110.00	**$ 495.00**
		$ 340.00	**$ 900.00**	**$ 620.00**	**$ 395.00**	**$ 450.00**	**$ 2,705.00**

Cost for Re-Grow Program per Unit Basis
The Contractor will be compensated based on as a Per Unit Cost based on actual Re-Grow Applications completed, up to the Total Cost per Re-Grow Application, as follows:

Position	Unit Price	Task 1	Task 2	Task 3	Task 4	Task 5	Total
Case Manager	$85.00	$ 510.00	$ 850.00	$ 680.00	$ 425.00	$ 340.00	$ 2,805.00
Financial Analyst	$55.00	$ -	$ 220.00	$ 165.00	$ 55.00	$ 110.00	$ 550.00
		$ 510.00	**$ 1,070.00**	**$ 845.00**	**$ 480.00**	**$ 450.00**	**$ 3,355.00**

Additional Services

Allowance for Additional Services	**$83,333.33**

[1] Complete Application is defined as: An application with all required documentation necessary to make an eligibility and underwriting determination. Case Managers will complete these applications during Task 03(a) detailed in Attachment C: Scope of Services. Tasks 01(a) and Task 02(a) of said document support this process by educating applicants and ensuring applications are submitted with a greater amount of required documentation.

EXHIBIT B

TIMELINES AND PERFORMANCE GOALS

1. PROGRAM OBJECTIVE:

Support the recovery and growth of the small business and Microenterprises sector due to damage from Hurricanes Irma and Maria through the Award of grants to eligible businesses.

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TERMS:

- Key Objective – The major objectives the Program wants to achieve
- Key Activity – The activities necessary to carry out the Objective.
- Indicator – The quantitative method used to demonstrate that the Key Activities have been performed.
- Source of Verification – The documentation used to verify that the Indicators have been met, and thus the activities are complete.
- Target – The goal for each of the Indicators.
- Timeline- The expected completion date or timeframe.

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2. TIMELINES & PERFORMANCE GOALS

OBJECTIVE: PROVIDE SBF GRANTS TO SMALL BUSINESSES THAT SUFFERED DAMAGES FROM IRMA AND/OR MARIA

KEY OBJECTIVE #1	KEY ACTIVITY	INDICATOR	SOURCE OF VERIFICATION	TARGET	TIMELINE
1) Assist the SBF Program with Services to Applicants, Application Documentation, and Closeout	1.1 Assist with Applicant Program Inquiries, Pre-Application Preparation and Award Coordination	• Time to answer inquiry	Dashboards, Grant Management System, Monthly Reports and Emails	• Inquiries must be answered within 5 business days of being received	Recurring up to the expiration of the Agreement
	1.2 Fully document applications with all required documentation necessary to make an eligibility and underwriting determination.	• # of fully documented Applications submitted for Underwriting per Month • Time to Attend New Application	Dashboards, Grant Management System and Monthly Repots	• 115 Fully Documented Applications submitted for Underwriting per Month • Work on New Applications must begin within 15 days of being received	Recurring up to the expiration of the Agreement
	1.3 Assist other programmatic areas in the execution of the Program	• Time to answer information requests	Dashboards, Grant Management System and Monthly Repots	• Information request received from other programmatic areas must be answered within 3 business days of request.	Recurring up to the expiration of the Agreement

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2.1.1. KEY ACTIVITY 1.1 ASSIST WITH APPLICANT PROGRAM INQUIRIES, PRE-APPLICATION PREPARATION AND AWARD COORDINATION

Case Managers will meet their assigned Applicants or any identified potential Applicants to the SBF Program to learn about the Applicant Business history and needs prior to beginning the Application or prior to completing the Eligibility Determination process. Case Managers will receive the requested basic documentation to get started, from the Applicant, PRDOH or other administering entity. Case Manager will review the documentation and coach Applicant on correcting any gaps in documentation. Other request for application status, written or via voice calls, will also be attended by the Case Managers.

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- Inquiries must be answered within **5 business days** of being received.
- Program Goals are based on the current needs of the SBF Program. PRDOH reserves the right to change these goals as the need arises. PRDOH will notify the Case Manager, at the program level, in writing **30 days** prior to the new goals taking effect.

2.1.2. KEY ACTIVITY 1.2 FULLY DOCUMENT APPLICATIONS WITH ALL REQUIRED DOCUMENTATION NECESSARY TO MAKE AN ELIGIBILITY AND UNDERWRITING DETERMINATION.

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The Case Manager will assist Businesses in submitting a complete application package, including all required documentation required to determine eligibility. Case managers will provide technical assistance on filling out forms and the application. Case Manager shall be prepared to aid in the collection of all required information related to eligibility and duplication of benefits analysis for SBF.

- **115 Fully Documented Applications at minimum** submitted for Underwriting per Month
- Program Goals are based on the current needs of the SBF Program. PRDOH reserves the right to change these goals as the need arises. PRDOH will notify the Case Manager, at the program level, in writing **30 days** prior to the new goals taking effect.

2.1.3. KEY ACTIVITY 1.3 ASSIST OTHER PROGRAMMATIC AREAS IN THE EXECUTION OF THE PROGRAM

The SBF Program will communicate with Case Managers on a regular basis requesting information and other time sensitive matters. Other programmatic areas, for example BDE, will also request information, including but not limited to, responses

from applicants, additional documentation, and returning submitted applications due to missing documentation. In order to maintain the pace of the SBF Program Case Managers must respond within a certain timeframe.

- Information request received from other programmatic areas must be answered within **3 business days** of request.

Referrals:

- The Case Manager may cultivate applicants within its existing network of local businesses. If the subrecipient should bring applicants or referrals into the process, the subrecipient will be required to finalize the Applicant's application process.

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Liquidated Damages:

- Answering within 3 business days for information requests, a monetary penalty of $100.00 should be applied per day up to a maximum of $500.00. For the purpose of applying and calculating such liquidated damages, a grace period of **ninety (90) days** shall be observed.

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3. TIMELINES & PERFORMANCE GOALS – RGRW PROGRAM

OBJECTIVE: PROVIDE RGRW GRANTS TO SMALL AND MEDIUM AGRICULTURAL BUSINESSES IN RESPONSE TO HURRICANE DAMAGES TO THE ECONOMIC SECTOR CAUSED BY IRMA/MARIA

KEY OBJECTIVE #1	KEY ACTIVITY	INDICATOR	SOURCE OF VERIFICATION	TARGET	TIMELINE
1) Assist the RGRW Program with Services to Applicants, Application Documentation, and Closeout	1.1 Assist with Applicant Program Inquiries, Pre-Application Preparation and Award Coordination	• Time to answer inquiry	Dashboards, Grant Management System, Monthly Reports and Emails	• Inquiries must be answered within 5 business days of being received	Recurring up to the expiration of the Agreement
	1.2 Fully evaluate applications for eligibility criteria in preparation for Underwriting.	• # of fully evaluated Applications for eligibility criteria per Month • Time to Attend New Application	Dashboards, Grant Management System and Monthly Repots	• 20 Applications per case manager evaluated for eligibility criteria in preparation for Underwriting per Month • Work on New Applications must begin within 15 days of being received	Each Month through the end of 2021
	1.3 Assist other programmatic areas in the execution of the Program	• Time to answer information requests	Dashboards, Grant Management System and Monthly Repots	• Information request received from other programmatic areas must be answered within 3 business days of request.	Recurring up to the expiration of the Agreement

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3.1.1. KEY ACTIVITY 1.1 ASSIST WITH APPLICANT PROGRAM INQUIRIES, PRE-APPLICATION PREPARATION AND AWARD COORDINATION

Case Managers will meet their assigned Applicants or any identified potential Applicants to the RGRW Program to learn about the Applicant Business history and needs prior to beginning the Application or prior to completing the Eligibility Determination process. Case Managers will receive the requested basic documentation to get started, from the Applicant, PRDOH or other administering entity. Case Manager will review the documentation and coach Applicant on correcting any gaps in documentation. Other request for application status, written or via voice calls, will also be attended by the Case Managers.

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- Inquiries must be answered within **5 business days** of being received.
- Program Goals are based on the current needs of the RGRW Program. PRDOH reserves the right to change these goals as the need arises. PRDOH will notify the Case Manager, at the program level, in writing **30 days** prior to the new goals taking effect.

3.1.2. KEY ACTIVITY 1.2 FULLY EVALUATE APPLICATIONS FOR ELIGIBILITY CRITERIA IN PREPARATION FOR UNDERWRITING.

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The Case Manager will assist Businesses in submitting a complete application package, including all required documentation required to determine eligibility. Case managers will provide technical assistance on filling out forms and the application. Case Manager shall be prepared to aid in the collection of all required information related to application intake and eligibility analysis for RGRW.

- **20 Applications per case manager evaluated for eligibility criteria** in preparation for Underwriting per Month
- Program Goals are based on the current needs of the RGRW Program. PRDOH reserves the right to change these goals as the need arises. PRDOH will notify the Case Manager, at the program level, in writing **30 days** prior to the new goals taking effect.

3.1.3. KEY ACTIVITY 1.3 ASSIST OTHER PROGRAMMATIC AREAS IN THE EXECUTION OF THE PROGRAM

The RGRW Program will communicate with Case Managers on a regular basis requesting information and other time sensitive matters. Other programmatic areas, for example PRSTRT, will also request information, including but not limited to,

responses from applicants, additional documentation, and returning submitted applications due to missing documentation. In order to maintain the pace of the RGRW Program Case Managers must respond within a certain timeframe.

- Information request received from other programmatic areas must be answered within **3 business days** of request.

Referrals:

- The Case Manager may cultivate applicants within its existing network of local businesses. If the subrecipient should bring applicants or referrals into the process, the subrecipient will be required to finalize the Applicant's application process.

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Liquidated Damages:

- Answering within 3 business days for information requests, a monetary penalty of $100.00 should be applied per day up to a maximum of $500.00. For the purpose of applying and calculating such liquidated damages, a grace period of **ninety (90) days** shall be observed.

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Attachment F

FORM-OSPA-78-5

OSPA
Request for Proposals
Case Manager Services for Economic Recovery Programs
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing
Secretary for Legal Affairs
Insurance Section

SPECIAL INSURANCE AND BONDING SPECIFICATIONS
FOR PROFESSIONAL SERVICES

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

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(X) 1. <u>State Insurance Fund Workmen's Compensation Insurance Policy</u>

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

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

COVERAGE	LIMIT
I. Commercial General Liability:	$1,000,000.00
• General Aggregate	$2,000,000.00
• Products & Complete Operations	$1,000,000.00
• Personal Injury & Advertising	$1,000,000.00
• Each Occurrence	$1,000,000.00
• Fire Damage	$100,000.00 (Any one Fire)
• Medical Expense	$10,000.00 (Any one person)
II. Employer's Liability Stop Gap:	
• Bodily Injury by Accident Each Employee Each Accident	 $1,000,000.00 $1,000,000.00
• Bodily Injury by Disease Each Employee Each Accident	 $1,000,000.00 $1,000,000.00

(X) 3. **Comprehensive Automobile Liability Form including the following insurance coverages**

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

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(X) 4. **Professional General Liability and/or Errors and Omissions Policy**

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

(X) **A.1** Description of work to be done
(X) **A.2** Limit:
(X) each occurrence $1,000,000
(X) aggregate $5,000,000
(X) deductible $5,000.00

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

(X) **5.** The policies to be obtained must contain the following endorsements including as additional insured *the* ***Department of Housing, U.S. Department of Housing and Urban Development (HUD),*** and the ***Government of Puerto Rico.].***

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

(X) **6.** The insurance carrier or carriers which will present said certificates of insurance must have at least a B+ rating according to the Best Rating Guide.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. CERTIFICATE OF INSURANCE SECTION

We hereby certify, to our best knowledge and understanding, that we have prepared the aforementioned "Insurance and Bonds Special Conditions" after a proper evaluation of the related risks, based on the information of the nature of the project

and description submitted to us, as requested by the Contracting Program through a written application.

DESCRIPTION OF THE SERVICES:

Case Manager Services for Economic Recovery Programs

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June 24, 2020
Date

Arlyn Rodriguez Fuentes
Arlyn Rodriguez Fuentes
Insurance Section
Secretary for Legal Affairs

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Attachment G

HUD GENERAL PROVISIONS

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

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

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

General Provisions:

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1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

2. STATUTORY AND REGULATORY COMPLIANCE

CONTRACTOR shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 (Appropriations Act), as amended, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including if certain expenses are allowed.

3. BREACH OF CONTRACT TERMS

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

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

4. REPORTING REQUIREMENTS

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

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5. ACCESS TO RECORDS

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

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6. MAINTENANCE/RETENTION OF RECORDS

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

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

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

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

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

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

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9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

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

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

11. SECTION 504 OF THE REHABILITATION ACT OF 1973

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

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

12. AGE DISCRIMINATION ACT OF 1975

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

13. DEBARMENT, SUSPENSION, AND INELIGIBILITY

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

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14. CONFLICTS OF INTEREST

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

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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.

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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.

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18. COPELAND "ANTI-KICKBACK" ACT

(Applicable to all construction or repair contracts)

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

19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

20. DAVIS-BACON ACT

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

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

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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.

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

21. TERMINATION FOR CAUSE

(Applicable to contracts exceeding $10,000)

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

22. TERMINATION FOR CONVENIENCE

(Applicable to contracts exceeding $10,000)
The PRDOH may terminate this Contract at any time by giving at least ten (10) days' notice in writing to the CONTRACTOR. If the Contract is terminated by the PRDOH as provided herein, the CONTRACTOR will be paid for the time provided and expenses incurred up to the termination date.

23. SECTION 503 OF THE REHABILITATION ACT OF 1973
(Applicable to contracts exceeding $10,000)
The CONTRACTOR shall comply with Section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

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Equal Opportunity for Workers with Disabilities:

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

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   (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).

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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.

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

24. EQUAL EMPLOYMENT OPPORTUNITY
(Applicable to construction contracts and subcontracts exceeding $10,000)
The CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

During the performance of this Agreement, the CONTRACTOR agrees as follows:

1) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not

be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

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

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

5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

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

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

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25. CERTIFICATION OF NONSEGREGATED FACILITIES
(Applicable to construction contracts exceeding $10,000)
The CONTRACTOR certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this certification is a violation of the equal opportunity clause of this Agreement.

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

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

26. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS
(Applicable to contracts exceeding $100,000)
The CONTRACTOR and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and the regulations of the Environmental

Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

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

1) A stipulation by the CONTRACTOR or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.

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2) Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

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

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

27. ANTI-LOBBYING
(Applicable to contracts exceeding $100,000)
By the execution of this Contract, the CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

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

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

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

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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.

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

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

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

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

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

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

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

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2) The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

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

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4) The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

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

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

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

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

30. FAIR HOUSING ACT

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

31. ENERGY POLICY AND CONSERVATION ACT

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

32. HATCH ACT

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

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

The CONTRACTOR may not do the following activities: be a candidate in partisan elections; use official influence to interfere in elections; coerce political contributions from

subordinates in support of political parties or candidates the office of special counsel operates a website that provides guidance concerning hatch act issues.

33. HEALTH AND SAFETY STANDARDS

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

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34. PERSONNEL

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

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35. WITHHOLDING OF WAGES

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

36. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

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

37. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS

No person employed on the services covered by this Agreement shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any

proceeding under or relating to the labor standards applicable hereunder to his or her employer.

38. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS

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

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

39. INTEREST OF CERTAIN FEDERAL OFFICERS

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

40. INTEREST OF CONTRACTOR

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

41. POLITICAL ACTIVITY

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

42. RELIGIOUS ACTIVITY

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

43. FLOOD DISASTER PROTECTION ACT OF 1973

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

44. LEAD BASED PAINT

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

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

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

GOVERNMENT OF PUERTO RICO
Department of Housing

ATTACHMENT H

CERTIFICATION

LPG CPA, PSC

I. Contractor (or Subrecipient) Certification Requirement:

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

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

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

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

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

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

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

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

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By: Pedro A. Rosario Martínez

Signature: Pedro A. Rosario
Pedro A. Rosario (Jan 15, 2021 12:31 AST)

Date: 1-14-2021

LPG CPA, PSC- Case Management Services Agreement

Final Audit Report 2021-01-18

Created:	2021-01-15
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
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"LPG CPA, PSC- Case Management Services Agreement" History

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