GOVERNMENT OF PUERTO RICO

Department of Housing

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

DEPTO. VIVIENDA REGISTRADO AUG 02 2019 2020-DR0010 DIVISION CONTRATOS

AGREEMENT FOR
ENVIROMENTAL CONSULTING SERVICES
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
TETRA TECH, INC.

THIS AGREEMENT FOR Environmental Consulting Services, (hereinafter referred to as the "Agreement") is entered into in San Juan, Puerto Rico, this 2 of August, 2019, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, PRDOH), a public agency created under Law No. 97 of June 10, 1972, as amended, 3 LPRA § 441 *et seq.*, known as the Department of Housing Governing Act with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by Hon. Fernando A. Gil-Enseñat, lawyer, of legal age, married and resident of Guaynabo, Puerto Rico, in his capacity as Secretary; and **Tetra Tech, Inc.** (hereinafter, the "CONTRACTOR"), with principal offices in 2301 Lucien Way, Suite 120, Maitland, FL 32751, herein represented by Fernando Pagés Rangel, in his capacity as Authorized Representative, of legal age, married, and resident of Carolina, Puerto Rico duly authorized by Resolution by the CONTRACTOR.

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

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

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

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

WHEREAS, on August 14, 2018, an additional allocation of $8.22 billion for recovery was allocated to Puerto Rico under Federal Register, Vol. 83, No. 157 (83 FR 40314). With these allocations of funding, the PRDOH aims to lead a transparent, comprehensive recovery to benefit the residents of Puerto Rico. PRDOH holds accountability and is committed to the responsible, efficient, and transparent administration of CDBG-DR grant funding. On September 20, 2018, the Governor of Puerto Rico and the Secretary of HUD signed the Grant Agreement.

WHEREAS, the PRDOH is interested in contracting an Environmental Consulting Services firm to assist PRDOH with the oversight and management of CDBG-DR funds allocated to Puerto Rico as a result of Hurricane María. This firm will support PRDOH's objectives of ensuring compliance with all CDBG-DR, HUD and applicable federal and local requirements, rules and regulations, as well as in PRDOH's objectives of the Action Plan, as amended, and adequately coordinating and monitoring all CDBG-DR related activities.

WHEREAS, on September 19, 2018 the PRDOH issued Request for Proposals CDBG-DR-RFP-2018-03 "Environmental Consulting Services" with CDBG-DR funds. This request was placed through public notice. Afterwards, PRDOH requested Quotations or Proposals from qualified Proposers therein registered. Through this procurement process, PRDOH was able to reach two (2) qualified firms listed for their capacity and experience with federal grants to deliver qualified services.

WHEREAS, on October 17, 2018 the CONTRACTOR submitted a proposal (hereinafter referred to as the "Proposal"), which fully complied with the requirements set forth by the PRDOH.

WHEREAS, the Evaluation Committee recommended Tetra Tech, Inc. to perform the required services at a reasonable proposed cost (**Attachment A**) to assist PRDOH in the Puerto Rico's recovery efforts according to the award criteria established in the RFP.

WHEREAS, the PRDOH desires to enter into an agreement with Tetra Tech, Inc. to secure its services and accepts the CONTRACTOR'S Proposal and costs, and the CONTRACTOR by its acceptance of the terms and conditions of this Agreement is ready, willing and able to provide the requested services contemplated under this Agreement (**Attachment A and B**).

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

I. TYPE OF CONTRACT

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

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

Attachment A	Bid Board, Environmental Consulting Services, CDBG-DR-RFP-2018-03, Notice of Award. Dated June 4, 2019
Attachment B	Environmental Consulting Services, Under CDBG-DR, a Proposal for the Puerto Rico Department of Housing. Dated October 17, 2018
Attachment C	Scope of Services
Attachment D	Compensation Schedule
Attachment E	Insurance Requirements (DV-OSPA-78-5)
Attachment F	HUD General Provisions

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

II. TERM OF AGREEMENT

A. This Agreement shall be in effect and enforceable between the parties from the date of its execution. The Term of this Agreement will be for a performance period of thirty six (36) months, ending in August, 1, 2022.

B. **Contract Extensions:** PRDOH may, at its sole discretion, extend the Agreement's term for an additional term of twenty four (24) months, or expressed in days, seven hundred and thirty (730) days upon mutual written agreement of the parties.

C. The term of this Agreement shall not exceed a period of five (5) years, including options for renewal or extension.

III. SCOPE OF SERVICES

The CONTRACTOR will provide the services described in **Attachment B** and **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 **EIGHT MILLION FIVE HUNDRED AND THIRTY FIVE THOUSAND DOLLARS ($8,535,000.00)**; **Account Number R01H07RRR-DOH-LM 4190-10-000.**

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

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

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

F. An authorized representative of the PRDOH will review each invoice and, if adequate, will approve and process its payment. Payments to the CONTRACTOR shall be made by electronic funds transfer (EFT). PRDOH reserves the right to

conduct any audits it deems necessary. The CONTRACTOR agrees to cooperate fully with any such audit or audits.

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

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

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

V. REIMBURSABLE EXPENSES

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

VI. ADDITIONAL SERVICES

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

VII. OWNERSHIP AND USE OF DOCUMENTS

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

B. Proof of expenditures incurred by the CONTRACTOR on behalf of PRDOH shall be made available to PRDOH. The CONTRACTOR agrees to maintain accurate records and files of all contract documents, correspondence, book estimates, bills and other information related to the CONTRACTOR account. These documents shall be open for the PRDOH examination at all reasonable times during the term of this Agreement, and up to five (5) years after termination.

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

IX. 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.

X. TERMINATION

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

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

C. **Termination by Unilateral Abandonment**: The PRDOH will consider this Agreement immediately terminated, in the event that the CONTRACTOR unilaterally and without prior notice, chooses to abandon (in any shape, form or fashion) cease and desist in the specific performance of its general and particular duties and responsibilities as agreed in this Agreement. Upon the knowledge of such event, the PRDOH will not

be held liable and will immediately, automatically and retroactively deduct from any future reimbursement, all funds from the day such unilateral abandonment took place. The PRDOH will not be compelled to continue the performance of the Agreement, should the CONTRACTOR breach the Agreement by unilateral abandonment. For the purposes of this Section, Abandonment shall mean that CONTRACTOR voluntarily and intentionally disavows its contractual duties in a manner that is overt and without question a relinquishment of said contractual duties.

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

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

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

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

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

XI. PENALTIES AND LIQUIDATED DAMAGES

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

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

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

3. **Liquidated damages.** The Contractor shall pay to PRDOH, as liquidated damages, $300 for each calendar day that an Environmental Site Assessment (Tier 2) deliverable required is late until deemed in compliance subject to a maximum of $1,500 established in this Contract between PRDOH and the Contractor. Said sum, in view of the difficulty of accurately ascertaining the loss which PRDOH will suffer by reason of delay in the completion of the Work hereunder, is hereby fixed and agreed as the liquidated damages that PRDOH will suffer by reason of such delay. Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the PRDOH's right to indemnification, or the Contractor's obligation to indemnify the PRDOH pursuant to this Contract, or to any other remedy provided for in this Contract or by Law. Liquidated damages may be assessed at the sole discretion of PRDOH. For the purpose of applying and calculating such liquidated damages, a grace period of ten (10) days shall be observed. The PRDOH may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages due to the PRDOH per the formula above, the Contractor shall be liable to pay the difference.

XII. LIABILITY

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

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

XIII. INSURANCE

A. Required Coverage

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

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

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

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

B. Endorsements

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

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

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

3. The insurer shall be required to give PRDOH written notice at least ninety (90) days in advance of any cancellation or material change in any such policies.

The CONTRACTOR shall furnish to PRDOH, prior to commencement of the work, certificates of insurance from insurers with a rating by the A.M. Best Co. of B+ and five (5) or over on all policies, reflecting policies in force, and shall also provide certificates evidencing all renewals of such policies. Insurers shall retain an A.M. Best Co. rating of B+ and five (5) or over on all policies throughout the term of this Agreement and all policy periods required herein. The insurance company must be authorized to do business in Puerto Rico and be in good standing.

C. Related Requirements

The CONTRACTOR shall furnish original Certificates of Insurance evidencing the required coverage to be in force on the Effective Date of Agreement. In the case of Payment and Performance Bond, Certificate of Authority, Power of Attorney and Power of Attorney License issued by the Commissioner of Insurance shall be furnished. THE REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO THE CONTRATOR COMMENCING WORK.

NO CONTRACTOR OR ITS AUTHORIZED REPRESENTATIVES ARE TO BEGIN THEIR RESPONSIBILITIES UNDER THE AGREEMENT PRIOR TO FULL COMPLIANCE WITH THIS REQUIREMENT AND NOTIFICATION FROM PRDOH TO PROCEED.

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

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

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

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

XIV. 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.

XV. 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.

XVI. INDEPENDENT CONTRACTOR

The relationship of the CONTRACTOR to PRDOH shall be that of an independent CONTRACTOR rendering professional services. Neither the CONTRACTOR nor any personnel of the CONTRACTOR shall have any authority to execute contracts or make

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

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

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

XVII. NOTICES

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

To: PRDOH	Hon. Fernando Gil-Enseñat 606 Barbosa Ave. Juan C. Cordero Dávila Bldg. San Juan, PR 00918
To: CONTRACTOR	Jonathan Burgiel 2301 Lucien Way Suite 120 Maitland, FL 32751

XVIII. 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.

XIX. SUBCONTRACTS

A. General: CONTRACTOR shall ensure all subcontracts follow 2 C.F.R. 200 as well as any applicable HUD rules and regulations. All subcontracts shall contain the applicable provisions described in Appendix II to Part 200 on "Agreement Provisions for non-Federal Entity Agreements Under Federal Awards", as well as applicable provisions set forth in 2 C.F.R. § 200.101. The PRDOH shall review subcontracts as part of the compliance, monitoring, and oversight process performed by PRDOH or upon request.

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

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

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

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

XX. SECTION 3 CLAUSE

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

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

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

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

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

F. 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.

XXI. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS

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

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

B. Compliance with Executive Order 52: Pursuant to Executive Order 52 of August 28, 1992, amending EO-1991-24, the CONTRACTOR certifies and warrants that it has made all payments required for unemployment benefits, workmen's compensation and social security for chauffeurs, whichever is applicable, or that in lieu thereof, has subscribed a payment plan in connection with any such unpaid items and is in full compliance with the terms thereof. The CONTRACTOR accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from

each and every CONTRACTOR and subcontractor whose service the CONTRACTOR has secured in connection with the services to be rendered under this Agreement and shall forward evidence to PRDOH as to its compliance with this requirement.

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

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

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

F. **Compliance with Article 1 of Act No. 48-2013, as amended, 3 L.P.R.A. § 8611, note:** It is established that all contracts, except those granted to non-profit entities, for professional services, consultancy, advertising, training or guidance, granted by an agency, dependency or instrumentality of the Government of Puerto Rico, public corporation, as well as the Legislative Branch, the Office of the Comptroller, the Office of Ombudsman and the Judicial Branch, a special contribution will be imposed equivalent to one point five (1.5%) percent of the total amount of said contract, which will be destined to the General Fund.

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

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

I. **Compliance with Act No. 168-2000, as amended, 3 L.P.R.A. § 711, *et seq.*:** The CONTRACTOR is in full compliance with Act No. 168-2000, as amended, known as "Act for the Improvement of Elderly Support of Puerto Rico."

J. **Compliance with Act No. 1-2012, as amended, 3 L.P.R.A. § 1854, *et seq.*:** The CONTRACTOR hereby certifies that in signing this Agreement it is 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, this Act stipulates that no employee or executive of the CONTRACTOR, nor any member of his/he immediate family (spouse, dependent children or other members of his/her household or any individual whose financial affairs are under the control of the employee) shall have any direct or indirect pecuniary interest in the services to be rendered under this Agreement, except as may be expressly authorized by the Governor of Puerto Rico in consultation with the Secretary of Treasury and the Secretary of Justice of the Government.

K. **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.

L. **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.

XXII. 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.

XXIII. EQUAL OPPORTUNITY

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

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

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

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

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

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

11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

XXIV. 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.

XXV. WATER POLLUTION CONTROL ACT

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

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

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

XXVI. 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 3000. 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 3000, subpart C 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 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of sub recipient), 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 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1. CONTRACTOR

    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

XXVII. ACCESS TO RECORDS

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

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

XXVIII. COMPLIANCE WITH FEDERAL LAW, REGULATIONS & EXECUTIVE ORDERS

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

XXIX. NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

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

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

XXXI. 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.

XXXII. 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.

XXXIII. 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.

XXXIV. 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.

XXXV. 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.

XXXVI. 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.

XXXVII. 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.

XXXVIII. 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.

XXXIX. 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.

XL. ETHICS CLAUSE

According to Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, no employee or officer of PRDOH as well as any member of their families can have any interest in the earnings or benefits from this Agreement CONTRACTOR also acknowledges receipt of the Ethics Code for Producers, Suppliers, and Applicants of Economic Incentives from the Government of Puerto Rico Agencies known in Spanish as "*Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos de las Agencias Ejecutivas del Estado Libre Asociado de Puerto Rico*".

XLI. CONFLICTS OF INTEREST

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

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

The CONTRACTOR agrees that if after award he or she discovers an organizational conflict of interest with respect to this Agreement, it shall make an immediate (within the next 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.

XLII. NON-CONVICTION

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

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

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

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

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

XLIII. 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.

XLIV. 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.

XLV. 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*.

XLVI. 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.

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

DEPARTMENT OF HOUSING	**Tetra Tech, Inc.**
Fernando A. Gil-Enseñat, Esq. Secretary	**Fernando Pagés Rangel** Authorized Representative DUNS Number: 080106449

Attachment A

GOVERNMENT OF PUERTO RICO
Department of Housing

Notice of Award
REQUEST FOR PROPOSALS – CDBG-DR-RFP-2018-03
ENVIRONMENTAL CONSULTING SERVICES

June 4, 2019

Jonathan Burgiel
Business Unit President, Disaster Recovery
Tetra Tech, Inc.
2301 Lucien Way
Suite 120
Maitland, FL 32751

By email: betty.kamara@tetratech.com

Re: Request for Proposals No. CDBG-DR-RFP-2018-03
Environmental Consulting Services
Community Development Block Grant for Disaster Recovery

Dear Mr. Burgiel,

On September 19, 2018, the Puerto Rico Department of Housing (PRDOH) issued Request for Proposals No. CDBG-DR-RFP-2018-03 for Environmental Consulting Services (the RFP) under the Community Development Block Grant for Disaster Recovery (CDBG-DR). The RFP sought to select firms that will aid in the PRDOH's objectives of strategic preparation and development of a broad range of CDBG-DR funded programs, including but not limited to the Housing Programs.

In response to the RFP, Tetra Tech, Inc. submitted a Proposal to the PRDOH on October 17, 2018. The Bid Board, with quorum duly constituted, pursuant to Article II, Section 1(e) of the Procurement Manual and Contractual Requirements for CDBG-DR (CDBG-DR Manual), upon evaluation of the recommendation issued by the CDBG-DR Procurement Office regarding the RFP, including the Evaluation Committee Report dated March 25, 2019, decided to issue an award under the RFP to Arcadis Caribe, PSC and Tetra Tech, Inc. Both responsive and responsible Proposers whose Proposals are the most advantageous to the PRDOH in terms of price, qualifications and work approach set forth in the RFP **(Exhibit I)**.

In addition to Tetra Tech, Inc.'s Proposal, the PRDOH received five additional Proposals, for a total of six responses to the RFP. Initial evaluation considered the Mandatory Requirements of the Proposals stated in Section 6.1 of the RFP. Those Proposers whose Proposals met the Mandatory Requirements were evaluated by the Evaluation Committee for Qualifications and Work Approach requirements. The Proposers who obtained a score greater than or equal to seventy (70) points in the evaluation of their

Qualifications and Work Approach were considered "Qualified". As shown in Table 1, only three of the Proposers passed the Mandatory Requirements evaluation and thus evaluated on their Qualifications, Work Approach requirements.

A summary of the results of the evaluation of each Proposal, as evaluated by the Evaluation Committee is shown in the table below.

Table 1: Proposal Evaluation Summary

Proposer	Mandatory Req. Results	Qualification Req. Result	Work Approach Req. Results	Overall Technical Score	Qualified	Overall Proposal Cost	Price Per Point
CDM Caribbean Engineers, PSC	Fail	N/A	N/A	N/A	N/A	N/A	N/A
Tetra Tech, Inc.	Pass	56.25	38.75	95.00	Yes	$16,200,000	$170,526.32
Arcadis Caribe, PSC	Pass	54.00	22.38	76.38	Yes	$43,620,000	$571,091.91
CPM PR, LLC	Fail	N/A	N/A	N/A	N/A	N/A	N/A
Integrated Global Solutions, LLC	Fail	N/A	N/A	N/A	N/A	N/A	N/A
Behar Ybarra & Associates, LLP	Pass	50.25	23.75	74.00	Yes	$62,106,000	$839,270.27

Tetra Tech, Inc., Arcadis Caribe, PSC, and Behar Ybarra & Associates, LLP were considered "Qualified" for the services and thus, were scored using the Price Per Point methodology as required by Section 8.4 of the RFP. This, to determine the Proposers whose Proposals were the most advantageous to the PRDOH.

The PRDOH Procurement Office, based on the recommendations of the Evaluation Committee, opened negotiations with the "Qualified" Proposers. On April 26, 2019 the Procurement Office requested Best and Final Offers (BAFO) from the three "Qualified" Proposers as evaluated by the Evaluation Committee. BAFOs were received on May 1, 2019. A summary of the Price Per Point scoring of Proposals considering the BAFOs received is shown in the table below.

Table 2: "Qualified" Proposers' Scoring After BAFOs

Proposer	Technical Points	Revised Cost Proposal	Price Per Point	Reasonable Cost
Tetra Tech, Inc.	95.00	$14,970,000	$157,578.95	Yes
Arcadis Caribe, PSC	76.38	$12,990,000	$170,070.70	Yes
Behar Ybarra & Associates, LLP	74.00	$42,911,340	$579,882.97	No

After thoroughly evaluating the BAFOs received from the three "Qualified" Proposers the PRDOH Procurement Office determined that Tetra Tech, Inc.'s and Arcadis Caribe, PSC's revised Cost Proposals were ones of reasonable cost for the services.

Behar Ybarra & Associates, LLP's revised Cost Proposal was considered to be too high, and therefore one of unreasonable cost for the services.

Pursuant to the terms of the RFP, the PRDOH, at its discretion, reserved the right to award the RFP to any number of Proposers below the expected maximum of six Proposers whenever such an award would be in the best interest of the overall programs' implementation and the people of Puerto Rico.

According to the terms of the Bid Board Resolution an award to Tetra Tech under the RFP is being issued as follows:

- **An award to Tetra Tech, Inc. for a total amount of $8,535,000.00 and a 3-year term for Environmental Consulting Services under CDBG-DR** distributed as shown in the following table.

Table 3: Award Distribution to Tetra Tech, Inc.

Task	Quantity	Unit Price	Total Cost
Site-Specific Tier 2 Environmental Review	3,000	$425.00	$1,395,000.00
Asbestos Inspection and Testing	3,000	$860.00	$2,580,000.00
Lead-Based Paint Inspection and Testing	3,000	$820.00	$2,460,000.00
Sub-Total			**$6,435,000.00**
Allowance for Specialized Services			$2,000,000.00
Allowance for Dissemination			$100,000.00
Total			**$8,535,000.00**

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 the 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 CDBG-DR Manual, may file a petition for reconsideration with the PRDOH Bid Review Board (Request for Reconsideration) within 20 days from the date on which a copy of the Notice of Award was duly notified in accordance with Section 3.19 of Act 38-2017, as amended, Uniform Administrative Procedure Act of the Government of Puerto Rico. Simultaneously, with the filing of the Request for Reconsideration, said person, party, or entity shall submit a copy of the Request to all the parties in the procedure and to the PRDOH. The Review Board shall consider the motion for reconsideration within 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 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.

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

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

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

Sincerely,

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

Enclosed

cc.
Eng. Luz M. Acevedo-Pellot, PE, Chairman
Ms. Niurka E. Rivera-Rivera
Mr. Omar Figueroa-Vázquez, Esq.
Mr. Joel Ayala Martínez, Esq.

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

Receipt Number: _____

GOVERNMENT OF PUERTO RICO
Department of Housing

BID BOARD

ENVIRONMENTAL CONSULTING SERVICES
CDBG-DR-RFP-2018-03

RESOLUTION OF AWARD

Date: May 31, 2019 Time:11:10am

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, Procurement Manual and Contractual Requirements for CDBG-DR (Regulation 9075), upon evaluation of the recommendation issued by the CDBG-DR Procurement Office regarding the process for the Environmental Consulting Services under Request for Proposal No. CDBG-DR-RFP-2018-03 (RFP-2018-03), including the Evaluation Committee Report dated March 25, 2019, has decided to award the RFP-2018-03 to Arcadis Caribe, PSC and Tetra Tech, Inc. Both Proposers are 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-2018-03.

On September 19, 2018, the PRDOH issued the Request for Proposals No. CDBG-DR-RFP-2018-03 for Environmental Consulting Services (the RFP). On October 17, 2018, the PRDOH Procurement Office received six Proposals. An Evaluation Committee was appointed by the PRDOH to review, score and make recommendations to the Bid Board.

The Evaluation Committee performed an evaluation of the Proposals based on the criteria stated in the RFP. The following criteria were considered as part of the evaluation:

- Mandatory Requirements (Pass/Fail) (Section 6.1 of the RFP)
- Qualifications (60 Points) (Section 6.2. of the RFP)
- Work Approach (40 Points) (Section 6.3. of the RFP), including Section 3 Plan (5 points) award.

Initial evaluation considered the Mandatory Requirements of the Proposals stated in Section 6.1 of the RFP, including Financial Requirements which were evaluated by Kreston PR, LLC. Those Proposers whose Proposals met the Mandatory Requirements were evaluated by the Evaluation Committee for Qualifications and Work Approach.

The Proposers were scored using a Price per Point methodology as required by Section 8.4 of the RFP to determine the Proposers whose Proposals are most

advantageous to the PRDOH. The Evaluation Committee evaluated the Cost Proposals submitted by the "Qualified" Proposers and combined the technical and economic aspects of the Proposals to determine the Proposers whose Proposals, conforming to this RFP, are most advantageous to the PRDOH.

To be considered "Qualified", Proposers need to obtain a score greater than or equal to 70 points in the evaluation of their Qualifications and Work Approach. Three Proposers, Arcadis Caribe, PSC, Tetra Tech, Inc. and Behar Ybarra & Associates, LLP, were considered "Qualified" for the services.

A summary of the results of the evaluation of each Proposal is shown in Table 1 below:

Table 1: Proposals Evaluation Summary

Proposer	Mandatory Req. Results	Qualification Req. Result	Work Approach Req. Results	Overall Technical Score	Qualified	Overall Proposal Score	Price Per Point
CDM Caribbean Engineers, PSC	Fail	N/A	N/A	N/A	N/A	N/A	N/A
Tetra Tech, Inc.	Pass	56.25	38.75	95.00	Yes	$16,200,000	$170,526.32
Arcadis Caribe, PSC	Pass	54.00	22.38	76.38	Yes	$43,620,000	$571,091.91
CPM PR, LLC	Fail	N/A	N/A	N/A	N/A	N/A	N/A.
Integrated Global Solutions, LLC	Fail	N/A	N/A	N/A	N/A	N/A	N/A
Behar Ybarra & Associates, LLP	Pass	50.25	23.75	74.00	Yes	$62,106,000[1]	$839,270.27

With regards to the Proposals evaluation:

- **CDM Caribbean Engineers, P.S.C.:** Pursuant the Evaluation Committee report, as per the financial evaluation performed by the PRDOH's financial consultant Centurion Consulting Corp. dated November 30, 2018, the Proposer submitted the audited financial statement as of December 31, 2015 and did not comply with the financial requirements of the RFP. This was due to the Proposer not including in its Proposal audited financial statements issued not more than 2 years prior to the RFP submittal. The Procurement Office requested the Proposer to submit the financial statements which close on December 31, 2016 or 2017. The PRDOH financial consultant Kreston PR, LLC, re-evaluated the information submitted by the Proposer, including December 31, 2017 and 2016 Unaudited Financial Statements. Kreston PR, LLC concluded that no audited financial statements was submitted by the

[1] On January 28, 2019, Behar Ybarra & Associates, LLP notified an increase in the cost proposed for the Site-Specific Tier 2 Environmental Review task from $3,600.00 to $7,231.00. The Proposer stated that fringe benefits, overhead, and profit were not included in the original amount for this task. Therefore, their total proposal cost increased from $40,320,000 to $62,106,000.

Proposer. Therefore, the Proposer failed to comply the mandatory financial requirements of the RFP.

- **CPM PR, LLC:** Pursuant to the Evaluation Committee report, the Proposer failed to comply with the comparable projects requirement established in Section 6.1.3 of the RFP. CPM PR, LLC's roles in the projects are comparable to project management or construction management, and not to environmental consultant services as requested by the PRDOH.

- **Integrated Global Solutions, LLC:** Pursuant to the Evaluation Committee Report, only four projects are similar in scope to the services required in the RFP. Another four were deemed not comparable by the Evaluation Committee. Section 6.1.3 required the Proposer to provide a list of at least ten projects in which the Proposer had provide services similar in scope to the herein required. The Proposer only included eight projects in its Proposal when the RFP required at least ten. Therefore, Integrated Global Solutions, LLC failed to comply with the list of comparable projects as required by Section 6.1.3 of the RFP.

The Evaluation Committee did not perform an evaluation of the Qualifications, Work Approach and Cost Proposal criteria pertaining to this RFP as all three of the Proposers stated above failed to comply with the mandatory requirements of the RFP.

According to the Regulation No. 9075 of February 26, 2019, the Procurement Manual and Contractual Requirements for CDBG-DR, prior to publishing the RFP, on August 31, 2018 the PRDOH prepared an Independent Cost Estimate (ICE) using market prices and past experiences with this type of services in the amount of $27,896.000.00. Due to differences between the ICE and the prices received from Proposers the Evaluation Committee, on March 13, 2019 the ICE was revised to help evaluate offers and the services were estimated in the amount of $20,757,000.00. This amount includes the allowance for specialized services in the amount of $6,000,000.00 and the dissemination/publication services for $300,000.00. The revised ICE is shown in **Table 2:**

Table 2: Revised Independent Cost Estimate dated March 13,2019

Task Description	Quantity	Unit Price	Total Cost
Site-Specific Tier 2 Review	6,000	$985.00	$5,910,000.00
Asbestos Inspection and Testing	6,000	$614.00	$3,684,000.00
Lead Inspection and Testing	6,000	$620.00	$3,720,000.00
Radon Inspection and Testing	6,000	$190.50	$1,143,000.00
Sub-Total			**$14,457,000.00**
Allowance for Specialized Services			$6,000,000.00
Allowance for Dissemination / Publication			$300,000.00
Total Estimated Cost			**$20,757,000.00**

A comparison of "Qualified" Proposers offered prices was conducted by the Evaluation Committee for a price reasonableness determination. Table 3 shows an overall comparison of Cost Proposals submitted by the three "Qualified" Proposers and the revised ICE. This comparison does not consider the amount for the allowances for specialized services on stand-by and dissemination and/or publication services, since these amounts were defined by the PRDOH and not the Proposers:

Table 3: Comparison of Proposal Costs (w/o Allowances) from Qualified Proposers and Revised ICE

Proposer	ICE	Proposal Cost	% Dif. w/ ICE
Tetra Tech, Inc.		$14,100,000	(2.5%)
Arcadis Caribe, PSC	$14,457,000	$41,520,000	187.2%
Behar Ybarra & Associates, LLP		$60,006,000	315.1%

On April 23, 2019, Mr. Gil Enseñat authorized the Procurement Office to conduct and coordinate the negotiations in accordance with the provisions included in the Regulation No. 9075.

On April 26, 2019, the Procurement Office sent a letter to Arcadis Caribe, PSC, Behar Ybarra & Associates, LLP and Tetra Tech, Inc. to request the Proposers to revise their Cost Proposals. These revised Cost Proposals would be considered the Proposers' best and final offers (BAFO). Arcadis Caribe, PSC, and Behar Ybarra & Associates, LLP were also informed that the prices offered were considered by the PRDOH to be too high.

The Procurement Office, also notified all three Proposers through the BAFO that after the completion of the Tier 1 Environmental Review, services related to Radon Inspection and Testing were no longer required. In addition, the PRDOH asked the Proposers to include the hourly rates for specialized services on stand-by[2]. On May 1, 2019, the Procurement Office received the revised Cost Proposals, including unit prices for the Site-Specific Tier 2 Review, Asbestos Inspection and Testing, and Lead-Based Paint Inspection and Testing tasks.

A summary of the responses is shown below:

[2] Pursuant the Scope of Services of the RFP the environmental review process may require specialized services, including but not limited to, wetland evaluations and delineations, historical and archaeological studies and other specialized environmental services as may be requested by the PRDOH. In the RFP the PRDOH left open to Proposers the positions to be utilized for specialized services on stand-by. Nonetheless, in the BAFOs the PRDOH identified all professional staff required to perform specialized services in order for the Proposers to include the applicable hourly rates.

Table 4: Summary of BAFOs Received

Task Description	Quantity	ICE		Tetra Tech, Inc.		Arcadis Caribe, PSC		Behar Ybarra & Associates, LLP	
		Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Site-Specific Tier 2 Environmental Review	6000	$985.00	$5,910,000.00	$465.00	$2,790,000.00	$625.00	$3,750,000.00	$4,831.89	$28,991,340.00
Asbestos Inspection and Testing	6,000	$614.00	$3,684,000.00	$860.00	$5,160,000.00	$595.00	$3,570,000.00	$920.00	$5,520,000.00
Lead-Based Paint Inspection and Testing	6,000	$620.00	$3,720,000.00	$820.00	$4,920,000.00	$595.00	$3,570,000.00	$1,050.00	$6,300,000.00
Sub-Total Cost			$13,314,000.00		$12,870,000.00		$10,890,000.00		$40,811,340.00
Allowance for Specialized Services on Stand-By	n/a	n/a	$6,000,000.00	n/a	$2,000,000.00	n/a	$2,000,000.00	n/a	$2,000,000.00
Allowance for Dissemination and/or Publication	n/a	n/a	$300,000.00	n/a	$100,000.00	n/a	$100,000.00	n/a	$100,000.00
Total Proposal Cost			$19,614,000.00		$14,970,000.00		$12,990,000.00		$42,911,340.00

** The PRDOH's ICE considered three (3) instances of a $2 million allowance for Specialized Services On Stand-By and three (3) instances of a $100,000 allowance for Dissemination and/or Publication.*

After comparing the revised Cost Proposals with the ICE, the Procurement Office determined that Behar Ybarra & Associates, LLP's proposed unit prices were too high for the services, and that Tetra Tech, Inc's and Arcadis Caribe, PSC's unit prices were of reasonable cost.

Based on the BAFO's received, the revised scoring of the Proposals according to the RFP requirements is shown in **Table 5**.

Table 5: Proposals Scoring After BAFOs

Proposer	Technical Points	Revised Cost Proposal	Price Per Point	Reasonable Cost
Tetra Tech, Inc.	95.00	$14,970,000	$157,578.95	Yes
Arcadis Caribe, PSC	76.38	$12,990,000	$170,070.70	Yes
Behar Ybarra & Associates, LLP	74.00	$42,911,340	$579,882.97	No

Given everything discussed, the Evaluation Committee's recommendation, the BAFOs received, and pursuant to the terms of the RFP, we award to Arcadis Caribe, PSC and Tetra Tech, Inc. the Environmental Consulting Services under CDBG-DR. Such award will be for a quantity of 3,000 units to each Proposer for each of the following tasks: (i) Site-Specific Tier 2 Review; (ii) Asbestos Inspection and Testing, and (iii) Lead-Based Paint Inspection and Testing. This splits the estimated workload evenly amongst the awarded Proposers in accordance with the terms of the RFP[3]. Both Arcadis Caribe, PSC and Tetra Tech, Inc. are responsive and responsible Proposers after consideration of the RFP requirements and their Proposals. The award will result in the following contracts:

[3] Note 2 of the Cost Form (Exhibit N) included with the RFP and the BAFO Letters reads: "*2. Depending on the quantity of Selected Proposer(s) by the PRDOH, contracts to be executed by and between the Proposer(s) and the PRDOH will divide the estimated quantities of tasks among the different Selected Proposer(s). Therefore, contracts may be executed by the PRDOH for amounts lower than the Total Proposal Cost. Regardless of the amounts of the contracts signed, the Unit Prices proposed will be included as part of the contracts.*"

- **A contract to Arcadis Caribe, PSC for the total amount of $7,545,000.00 and a 3-year term** for Environmental Consulting Services under CDBG-DR distributed as shown in **Table 6.**

Table 6: Contract Distribution for Arcadis Caribe, PSC

Task	Quantity	Unit Price	Total Cost
Site-Specific Tier 2 Environmental Review	3,000	$625.00	$1,875,000.00
Asbestos Inspection and Testing	3,000	$595.00	$1,785,000.00
Lead-Based Paint Inspection and Testing	3,000	$595.00	$1,785,000.00
Sub-Total			$5,445,000.00
Allowance for Specialized Services			$2,000,000.00
Allowance for Dissemination			$100,000.00
Total			$7,545,000.00

- **A contract to Tetra Tech, Inc. for the total amount of $8,535,000.00 and a 3-year term** for Environmental Consulting Services under CDBG-DR distributed as shown in **Table 7.**

Table 7: Contract Distribution for Tetra Tech, Inc.

Task	Quantity	Unit Price	Total Cost
Site-Specific Tier 2 Environmental Review	3,000	$465.00	$1,395,000.00
Asbestos Inspection and Testing	3,000	$860.00	$2,580,000.00
Lead-Based Paint Inspection and Testing	3,000	$820.00	$2,460,000.00
Sub-Total			$6,435,000.00
Allowance for Specialized Services			$2,000,000.00
Allowance for Dissemination			$100,000.00
Total			$8,535,000.00

Pursuant the Evaluation Committee's recommendations for award one of Tetra Tech, Inc.'s first-tier subcontractors is ICF Incorporated, LLC. This subcontractor was qualified by the PRDOH for Program Management Services of the Housing Programs through the Request for Qualifications No. CDBG-DR-RFQ-2018-01 and on October 10, 2018 the PRDOH published the Request for Proposals No. CDBG-DR-RFP-2018-04 for Program Management Services. By means of Resolution of Award dated May 28, 2019 the Bid Board of the Puerto Rico Department of Housing awarded ICF Incorporated, LLC the Request for Proposals No. CDBG-DR-RFP-2018-04 for Program Management Services. The PRDOH's Environmental Consultants will work closely under the supervision of the Program Managers. Therefore, ICF Incorporated, LLC must be denied participation as a first-tier subcontractor of Tetra Tech, Inc. for the Environmental Consulting Services. From the evaluation of Tetra Tech, Inc.'s Proposal the Evaluation Committee believes that the removal of ICF Incorporated, LLC from team will not hinder Tetra Tech, Inc.'s performance as an Environmental Consultant for CDBG-DR. Accordingly, Tetra Tech, Inc.'s shall be notified that ICF Incorporated, LLC is precluded to participate as a first-tier subcontractor of Tetra Tech, Inc for the Environmental Consulting Services.

Both Proposers demonstrated through their Proposals that they understand the PRDOH objectives for the services after the evaluation of the qualifications and work approach requirements in the RFP. The Procurement Office searched the System for Award Management (SAM) and confirmed Arcadis Caribe, PSC and Tetra Tech, Inc. eligibility. The Limited Denial of Participation (LDP), HUD Funding Disqualifications and Voluntary Abstention List as of May 9, 2019 was also searched to confirm that Arcadis Caribe, PSC and Tetra Tech, Inc. are not under a HUD imposed LDP. Copy of the search results will be retained in the procurement file.

The Bid Board Resolution shall be notified to all persons or legal entities who submitted Proposals in response to the RFP-2018-03: The Award Notice shall indicate that any person, party or entity that considers itself having been adversely affected by an award determination of the Bid Board made under the provisions of the Regulation 9075, may file a petition for reconsideration with the Bid Review Board (Request for Reconsideration) within 20 days from the date on which a copy of the Award Notice was duly notified in accordance with Section 3.19 of Act 38-2017, Uniform Administrative Procedures Act of the Government of Puerto Rico. Simultaneously, with the filing of the Request for Reconsideration, said person, party or entity shall submit a copy of the Request to all the parties in the procedure and to the Puerto Rico Department of Housing (PRDOH). Alternatively, a petition for review may be filed before the Court of Appeals of Puerto Rico.

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

Signed by:

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

Ms. Niurka E. Rivera Rivera

Mr. Joel Ayala Martínez, Esq.

Mr. Omar Figueroa-Vázquez, Esq.

CERTIFICATION: I hereby certify that I have delivered the original of the Resolution to William G. Rios Maldonado, Esq., Procurement Director under CDBG-DR, on this 4 of June, 2019.

Adalgisa Polanco Reyes
Secretary, Bid Board

Attachment B

ENVIRONMENTAL CONSULTING SERVICES

Government of Puerto Rico
Department of Housing

CDBG-DR-RFP-2018-03

October 17, 2018

ENVELOPE 2 | Qualifications & Work Approach

ORIGINAL

TETRA TECH

Company Cover Page

Request for Proposals for Environmental Consulting Services Under the Community Development Block Grant Program CDBG-DR-RFP-2018-03

October 17, 2018

PRESENTED TO	PRESENTED BY	
Puerto Rico Department of Housing 606 Barbosa Ave. Juan C. Cordero Bldg. 9th Floor San Juan, PR 00918	**Tetra Tech, Inc.** 2301 Lucien Way Suite 120 Maitland, FL 32751	P +1-321-441-8500 F +1-321-441-8501 tetratech.com

For technical questions, please contact:

Ms. Christina Connor Cerezo – Deputy Program Manager/Client Liaison

Phone: (787) 430-8180 | Email: christina.connorcerezo@tetratech.com

For contractual questions, please contact:

Ms. Betty Kamara – Contracts Administrator
Phone: (407) 803-2551 | Email: betty.kamara@tetratech.com

TETRA TECH

October 16, 2018

Mr. Rafael Vasquez-Muñiz
Juan C. Cordero Building
606 Barbosa Avenue, 9th Floor
San Juan, PR 00918

Subject: **Response to CDBG-DR-RFQ-2018-03: Environmental Consulting Services**

Dear Mr. Muñiz and Members of the Evaluation Committee:

Tetra Tech, Inc. (Tetra Tech) is pleased to submit the enclosed qualifications to provide environmental consulting services to the Puerto Rico Department of Health (PRDOH). Tetra Tech has both the financial and staff capacity to help PRDOH implement its Community Development Block Grant – Disaster Recovery (CDBG-DR) housing program quickly and cost effectively, demonstrated by Tetra Tech's $2.7+ billion in annual revenue, 17,000 employees, and industry leading U.S. Department of Housing and Urban Development (HUD) CDBG-DR environmental experience working for 6 states within the last 5 years. Tetra Tech is best suited to assist PRDOH for the following reasons:

- **Nation's Leading Provider of HUD CDBG-DR Environmental Service Projects.** Tetra Tech has been the provider of environmental services *on every major state-level CDBG-DR funded housing rehab/reconstruction project within the last 5 years* - including projects for the States of Louisiana, Florida, North Carolina, Texas, New York, and New Jersey. ***Since 2013, we have performed more than 43,000 HUD-required Tier 2 Reviews*** (more than 25,500 for Restore Louisiana [ReLa], over 4,600 for New York/New Jersey [Sandy], an estimated ~6,000 for Florida [Irma], 3,400 for North Carolina [Matthew], and 3,500 for Texas [Harvey]). We also have conducted more than 6,000 HUD-required lead-based paint (LBP) assessments within the last 12 months alone, and will perform an additional 5,000 to 10,000 additional LBP assessments within the next 12 months. *We have developed streamlined, innovative processes that will ensure timely, cost-effective, and accurate environmental results.*
- **Tetra Tech: 20 Years in Puerto Rico.** Tetra Tech has had staff on island providing environmental, engineering, and consulting services since 1998. *With offices in San Juan and Mayaguez, we have the geographic presence in both the east and west regions of the island to support this project.* Moreover, our Tetra Tech Puerto Rico (PR) office staff and on-island teaming partners are very familiar with available Puerto Rico data sources, which will allow our team to "hit the ground running."

- **Seasoned Management Team Enhanced by Local Resources.** Tetra Tech's proposed PR project management team has successfully managed large CDBG-DR environmental projects in Louisiana, New Jersey, Texas, North Carolina, and Florida. This team is augmented by our proposed Deputy Project Manager/Client Liaison, Christina Connor Cerezo, a highly experienced environmental scientist from Tetra Tech's San Juan office who will work closely with PRDOH to ensure project success from start to finish.
- **Largest Environmental Services Firm in the United States.** *Tetra Tech has the resources to complete this project successfully.*_We have the technical experts available to perform the environmental services requested by PRDOH, and the quality assurance/quality control procedures to ensure compliance with regulations. Tetra Tech is consistently ranked the top environmental services firm in the nation by *Engineering News Record (ENR)—ranked #1 in environmental management for more than 10 years.*
- **Commitment to Puerto Rico-Based Businesses.** Tetra Tech recognizes that local businesses are key to economic recovery of the entire community, and we have partnered with the PR-based environmental firms of *NORTOL, Zymmetry, CMA Engineers, and Fernando Rodriguez PE & Associates* to help perform the work. All of these firms have worked with Tetra Tech in the past, ensuring a smooth project startup and no need for learning curves. Moreover, we have performed and will continue to conduct additional outreach to PR-based Section 3 firms to enhance our local footprint.

Tetra Tech would be honored to serve Puerto Rico as PRDOH's environmental services provider. If you have questions regarding this response, please feel free to contact the Tetra Tech representatives listed below. As authorized representatives of Tetra Tech, we (Jonathan Burgiel and Fernando Pagés) can contractually bind the firm.

Deputy Project Manager/Client Liaison:
Ms. Christina Connor Cerezo
251 Recinto Sur
San Juan, Puerto Rico 00901
M:(787) 430-8180 | W: (787) 721-7929
christina.connorcerezo@tetratech.com

Contractual representative:
Ms. Betty Kamara
2301 Lucien Way, Suite 120
Maitland, Florida 32751
W: (407) 803-2551 | F: (321) 441-8501
betty.kamara@tetratech.com

Sincerely,

Tetra Tech, Inc.

Jonathan Burgiel
Business Unit President and Project Manager

Fernando L. Pagés Rangel, P.E.
Local Operations Manager

GOVERNMENT OF PUERTO RICO

Department of Housing

EXHIBIT A-2
QUALIFICATIONS AND WORK APPROACH PROPOSAL CHECKLIST
Request for Proposals
Environmental Consulting Services
Community Development Block Grant – Disaster Recovery
CDBG-DR-RFP-2018-03

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

Company Submitting is:

☒ **Proposer**

☐ **First-Tier Subcontractor**

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

Tab	Initials	First-Tier Sub. Applicability	Document Description
6	JB		Key Staff Résumé and Professional Information
7	JB		Work Approach
8	JB		First-Tier Subcontractor Information (if applicable)

Jonathan Burgiel

Proposer's Signature

10/16/18
Date

Jonathan Burgiel, Tetra Tech, Inc.
Proposer's Printed Name

GOVERNMENT OF PUERTO RICO

Department of Housing

Proposer's Initials: JB

EXHIBIT C
STATEMENT OF QUALIFICATIONS

Request for Proposals
Environmental Consulting Services
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing
CDBG-DR-RFP-2018-03

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

1. Entity Data:

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

Tetra Tech, Inc. (Legal Name) | 1966 (Year of Establishment) | [redacted] (Tax ID)

☐ First-Tier Subcontractor | 080106449 (D-U-N-S Number)

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

Jonathan Burgiel (Name) | Business Unit President, Disaster Recovery (Position)

1.3. Physical Address:

2301 Lucien way (Address Line 1)

Suite 120 (Address Line 2)

Maitland (City) | FL (State) | 32751 (Zip Code)

1.4. Mailing Address:

2301 Lucien Way (Address Line 1)

Suite 120 (Address Line 2)

Maitland (City) | FL (State) | 32751 (Zip Code)

1.5. Contact Information:

321-441-8518 (Telephone Number) | 321-441-8501 (Facsimile Number) | betty.kamara@tetratechcom (Email Address)

1.6. The Entity is a(n):

☐ Individual ☐ Partnership ☐ Other (Specify)

☒ Corporation ☐ Joint Venture

1.7. If a corporation, indicate all that apply:

☒ Publicly Held ☐ Privately Held ☐ Subsidiary

Proposer's Initials: JB

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

Name	Telephone	Email	Officer	Director	Member	Partner
List of Officers Attached	Confidential	Confidential	☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐

Briefly describe the involvement of the officers, directors, members, and any partners for the project. (Not Applicable to First-Tier Subcontractors)

Not applicable

Proposer's Initials: JB

2. Capacity to Provide Services:

2.1. **Brief History of the Firm:** Attach to this Statement of Qualifications the company's profile. See Tab 3

2.2. **Organizational Chart:** Attach to this Statement of Qualifications the Organizational Chart for the Services. See Tab 4

2.3. **Availability Chart:** Attach to this Statement of Qualifications the Availability Chart for the Services. See Tab 5

2.4. Has the Bidder been involved in any criminal, civil, or administrative suits, actions, investigations, litigations, EPA sanctions and/or administrative complaints or proceedings that where commenced, pending, settled, threatened, resolved, or concluded during the five (5) year period prior to the date of the Proposal Due Date?

☒ No ☐ Yes (See Attachment ____)

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

[Remainder of the Page Left Blank Intentionally]

Proposer's Initials: JB

3. Reputation and Managerial, Organization, and Technical Capabilities (Not Applicable to First-Tier Subcontractors)

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

Position	Resource Name	Education	Years of Experience in the Profession	Résumé & Certifications
Program Manager	Jonathan Burgiel	Master of Business Administration, University of Central Florida, 1989	30	(See résumé in Tab 6)
Client Liaison/Deputy Program Manager	Christina Connor Cerezo	MA, International Development and Security, Columbia University, 2009 BS/BA, Environmental Engineering/International Relations, Tufts University, 2001	17	(See résumé in Tab 6)
Deputy Program Manager	Jeffrey Dickerson	Thomas Edison University Associate of Science, Nuclear Engineering Technology, 1997	20	(See résumé in Tab 6)
Health and Safety	Jonathan Schaefer	MS, Systems Management, Florida Institute of Technology, 2002	13	(See résumé in Tab 6)
Quality Control Manager	Joseph Gawarzewski, CHMM	BS, Environmental Science, Minor Certificate, Spanish, Saint Joseph's University, 2000	18	(See résumé in Tab 6)
Environmental Review Task Lead	John Bock	BS, Environmental Toxicology, University of California, 1993	24	(See résumé in Tab 6)
Environmental Review	Krista Jack, REP	MS, Environmental Protection and Management, University of Edinburgh, Scotland, 1998	17	(See résumé in Tab 6)
Environmental Review	Cliff Jarman	MS, Geophysics, New Mexico Institute of Mining and Technology, 1989	28	(See résumé in Tab 6)
Environmental Review	Genevieve Kaiser	MS, Energy Management and Planning, University of Pennsylvania	20	(See résumé in Tab 6)
Environmental Review	Katherine Monks, MS, MBA, PG	MBA, Marketing & International Studies,	28	(See résumé in Tab 6)

Proposer's Initials: JB

		University of New Mexico, 1999 MS, Hydrogeology/Geology. Wright State University, 1987		
Environmental Review	Timothy E. Mower, PG, PMP	ME, Master of Engineering, Geological Engineering, Colorado School of Mines, 1990	30	(See résumé in Tab 6)
Environmental Review	Stephen G. Veith, CFM	Master of Urban Planning, University of Washington, 2015	4	(See résumé in Tab 6)
Environmental Review	Beth Williams	BS, Environmental Geology, Northeastern University, 2001	16	(See résumé in Tab 6)
Environmental Review	Delight Buenaflor	BA, Biology, McDaniel College, 1996	19	(See résumé in Tab 6)
Environmental Review	Jay Rose	JD, Catholic Univ., Columbus School of Law, 1996 BS, U.S. Naval Academy, Ocean Engineering, 1983	25	(See résumé in Tab 6)
Environmental Review	Matthew Adelson	JD, Seton Hall University School of Law, 2011 BA, Criminal Justice, George Washinton University, 2007	5	(See résumé in Tab 6)
Historical and Archaeological Studies	Kara Brunzell	MA, History/Public History, California State University, Sacramento	11	(See résumé in Tab 6)
Historical and Archaeological Studies	Julia Mates	MA, Public History, California State University, 2001	16	(See résumé in Tab 6)
Historical and Archaeological Studies	Christopher L. Borstel	PhD, Indiana University, 1993 MS, Quaternary Studies, University of Maine at Orono, 1980	36	(See résumé in Tab 6)
Historical and Archaeological Studies	James Sexton, PhD	Ph.D.,History of Art (American Architectural History), Yale University, 1999	28	(See résumé in Tab 6)

Proposer's Initials: JB

3. Reputation and Managerial, Organization, and Technical Capabilities (Not Applicable to First-Tier Subcontractors)

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

Position	Resource Name	Education	Years of Experience in the Profession	Résumé & Certifications
Historical and Archaeological Studies	Richard Starzak	MA, Architecture: History, Criticism, and Analysis, University of California, 1994	35	(See résumé in Tab 6)
Wetland Surveys and Delineations	Joe Fischl	MS, Ecology BS, Wildlife Biology	32	(See résumé in Tab 6)
Wetland Surveys and Delineations	Lauren A. McCarrell	BS, Natural Resources and Environmental Sciences, Univ. of Illinois, 2014	3.5	(See résumé in Tab 6)
Wetland Surveys and Delineations	José A. Sepúlveda Rodríguez, REM	BS, Biology, University of PR at Mayagüez, 1995	21	(See résumé in Tab 6)
Environmental Testing, Surveys and Assessments Task Lead	Christopher R. Burns	BS, Fisheries and Wildlife Science, Penn State University	16	(See résumé in Tab 6)
Subtask A: Asbestos Testing	Jeffrey M. Mitchell	BS, Agronomy, Soil & Water Conservation, Kansas State University, 2000 Secondary Major, Natural Resources & Environmental Science, Kansas State University, 1999	18	(See résumé in Tab 6)
Subtask B: Lead Testing	Justin Neely	MS, Environmental Science, Louisiana State University, 2017	20	(See résumé in Tab 6)
Subtask C: Radon Testing/Field Inspection Lead	Randy Mayer	University of Phoenix, Bachelor in Business Management	17	(See résumé in Tab 6)
Phase I ESA Lead	Stacey L. Durley	BS, Geology, University of Illinois at Urbana-Champaign, 1989 Graduate Coursework in Geology and Biology, University of Illinois, 1991-1993	20	(See résumé in Tab 6)

Proposer's Initials: GB

Phase II ESA Lead	Carol L. Nissen, PG, PE	MS, Environmental Engineering, Illinois Institute of Technology, 1992	30	(See résumé in Tab 6)
Phase I and II ESA	Gina Armijo	Bachelor's Degrees in Environmental Science & Economics, University of Colorado Boulder, 2014	2.5	(See résumé in Tab 6)
Phase I and II ESA	Andrew R. Buchy	BS, Earth and Space Science, West Chester Univ. of Pennsylvania, 2012	5	(See résumé in Tab 6)
Phase I and II ESA	Lauren Foster	Lead-Based Paint Site Inspector and Risk Assessor / 38-hour Army Corps of Engineers Wetland Delineation / Vapor Intrusion & Soil Gas Training – EPA	9	(See résumé in Tab 6)
Phase I and II ESA	Karina Kuc	MS, Environmental Engineering, University of Illinois – In progress BS, Earth & Environmental Science, University of Illinois, 2012	4	(See résumé in Tab 6)
Phase I and II ESA	Robert Lanza, PE	M. Eng., Chemical Engineering, Cornell University, 1982	37	(See résumé in Tab 6)
Phase I and II ESA	Paul E. Pallardy	BS, Environmental Science, University of Minnesota, 2013	6	(See résumé in Tab 6)
Phase I and II ESA	Adam J. Peterca	BS, Food, Agricultural, and Biological Engineering, The Ohio State University, 2010	8	(See résumé in Tab 6)
Phase I and II ESA	Christopher Pettit	MS, Environmental Mgmt. Business, Sheffield Hallam University, 2007	10	(See résumé in Tab 6)
Phase I and II ESA	Cordell Renner	BA, Earth and Environmental Studies, University of Illinois, 2013	5	(See résumé in Tab 6)
Phase I and II ESA	Neil Sullivan	M.Sc., Integrated Environmental Management, University of Bath, United Kingdom, 1999	21	(See résumé in Tab 6)

Proposer's Initials: JB

3. Reputation and Managerial, Organization, and Technical Capabilities (Not Applicable to First-Tier Subcontractors)

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

Position	Resource Name	Education	Years of Experience in the Profession	Résumé & Certifications
Phase I and II ESA	Kelly D. Thomas	BA, Chemistry and Science of Earth Systems, Cornell University, 2009	8	(See résumé in Tab 6)
Phase I and II ESA	Eric F. Watt, CHMM	BS, Geology, Towson University, 2003	16	(See résumé in Tab 6)
Field Inspector - Lead	Adam S. Acker	MS, Geology, Georgia State University, 2016 Prof. Certificate, GIS, Georgia State University,2016	1.5	(See résumé in Tab 6)
Field Inspector - Lead	David Blenvenu	BS, University of Louisiana	8	(See résumé in Tab 6)
Field Inspector - Lead	Brian Connor	USEPA Lead-based Paint Inspector	1	(See résumé in Tab 6)
Field Inspector - Lead	Madison H. Ericson	BS, Environmental Science, Roanoke College, 2012	3	(See résumé in Tab 6)
Field Inspector - Lead	Oneil González	San Francisco Institute of Architecture, CA MSc Green Building – 206	9	(See résumé in Tab 6)
Field Inspector - Lead	Dominic Gulino	BS, Environmental Engineering, Louisiana State University	3	(See résumé in Tab 6)
Field Inspector - Lead	Eric Huss	MS, Water Resources and Environmental Engineering, Villanova University, 1991	29	(See résumé in Tab 6)
Field Inspector - Lead	Stacy Mann	BS, Environmental Toxicology, University of California, 2016	4	(See résumé in Tab 6)
Field Inspector - Lead	Harry Peña	Metropolitan University (UMET), San Juan, P.R. M.S. Environmental Planning - 2004	23	(See résumé in Tab 6)
Field Inspector - Lead	J. Lynn Preston	BS, Computer Science, Kennesaw State University, 1999	22	(See résumé in Tab 6)
Field Inspector - Lead	Carlos Ocasio	Draftsman IBC Ponce P.R.	17	(See résumé in Tab 6)

Proposer's Initials: AB

		Asbestos Inspector, Designer, Supervisor & Project Monitor (NIOSH 582) Lead-based Paint Inspector & Risk Assessor		
Field Inspector - Lead	Carmen Figueroa-Santiago	B.S. Chemical Engineering, University of Puerto Rico, 2006 M. Environmental Management, Polytechnic University of PR, 2012	11	(See résumé in Tab 6)
Field Inspector - Lead	Erica Schmandt	BS, Environmental Management and Protection, California Polytechnic State University	1	(See résumé in Tab 6)
Field Inspector - Lead	Justin Speed	BA, University of Louisiana-Lafayette	7	(See résumé in Tab 6)
Field Inspector - Lead	Josiah Seth Williams	BS, Biology, Georgia Gwinnett College, 2016	2	(See résumé in Tab 6)
Field Inspector - Asbestos	Patrick T. Connor	US Naval Nuclear Power Engineering Program US Naval Engineering Laboratory Technician	26	(See résumé in Tab 6)
Field Inspector - Asbestos	Kevin D. Hammond	BS, Environmental Biology, Univ. of Alabama Huntsville, 2008	20	(See résumé in Tab 6)
Field Inspector - Asbestos	Pedro Janer	BS, Chemical Engineering University of Puerto Rico, Mayaguez, PR, 1991	27	(See résumé in Tab 6)

Proposer's Initials: JB

3. Reputation and Managerial, Organization, and Technical Capabilities (Not Applicable to First-Tier Subcontractors)

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

Position	Resource Name	Education	Years of Experience in the Profession	Résumé & Certifications
Field Inspector - Asbestos	Norma I. Torres-Lebron	University of Phoenix, PR Campus Master Business Administration -Mgmt, 1995 University of Puerto Rico, Rio Piedras Campus Bachelor Degree - Environmental Sciences, 1989	29	(See résumé in Tab 6)
Field Inspector - Asbestos	Maria Vazquez Montes	University of Phoenix, PR Campus Master Business Administration - Management, 2008 University of Puerto Rico, Mayaguez Campus Bachelor Degree – Industrial Microbiology, 1997	15	(See résumé in Tab 6)
Field Inspector - Asbestos	Hanna K. Rodríguez-Morales, PE, SC	BS Environmental Engineering, North Carolina State University, 2008 M. Waste Treatment and Management, Universidad Autónoma de Madrid, 2010 M. Engineering Mgmt. – Environmental Management, Polytechnic University of Puerto Rico, 2014	9	(See résumé in Tab 6)
Field Inspector - Asbestos	Joanne Negron	Metropolitan University (UMET), San Juan, P.R. M.S. Environmental Sciences Environmental Risk Management Major - 2008	10	(See résumé in Tab 6)
Field Inspector - Asbestos	Lona Pearson, CAC, LRCIA/PM	California Certified Asbestos Consultant, # 13-5051 CDPH Lead-Related Construction Inspector/Risk	20	(See résumé in Tab 6)

Proposer's Initials: JB

		Assessor and Project Monitor, License # 21287 Nevada Asbestos, Abatement Consultant, License # IJPM1707		
Field Inspector - Asbestos	Paul Prys	BS, Biomedical and Electrical Engineering, Vanderbilt University	29	(See résumé in Tab 6)
Field Inspector - Asbestos	Fernando Rodriguez	B.S. CH.E., Universidad de Puerto Rico, 1972 M.S. ENV.E., Universidad de Cincinnati, 1976	49	(See résumé in Tab 6)
Field Inspector - Asbestos	Juan Santiago	University of Puerto Rico, Mayaguez Campus Bachelor Degree - Biology, 1988	28	(See résumé in Tab 6)
Field Inspector - Asbestos	Megan Sawyer	BS, Environmental Studies with a minor in Communication, Maryville University, 2013	3	(See résumé in Tab 6)
				(See résumé in Tab 6)
				(See résumé in Tab ____)
				(See résumé in Tab ____)
				(See résumé in Tab ____)
				(See résumé in Tab ____)
				(See résumé in Tab ____)
				(See résumé in Tab ____)
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				(See résumé in Tab ____)
				(See résumé in Tab ____)
				(See résumé in Tab ____)

Proposer's Initials: JB

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

Name	Email	Phone Number	Relation
Tracy Hegler	heglert@rcgov.us	(803) 576-2168	Client - Richland County, SC
Lori Shirley	lori.shirley@nyshcr.org	518-474-0755	Client - New York Governor's Office of Storm Recovery
Kim McEvoy	kim.mcevoy@dep.nj.gov	609-789-2526	Client - New Jersey DEP
Sam Chummar	chummar.sam@epa.gov	312-886-1434	Client - EPA
Jon Mabry		(225) 952-8280	Client - IEM (End user is the State of Louisiana)

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

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

Addendum No.	Date Issued	Addendum No.	Date Issued
1	9/28/18		
2	10/4/18		
3	10/9/18		
4	10/10/18		

Proposer's Initials: JB

5. Under Oath Certification:

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

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

In witness thereof, the Proposer has executed this Statement of Qualifications this 10th day of October, 2018.

If Entity is an individual:

_____
(Signature of Individual)

_____
(Printed Name of Individual)

_____
(Address Line 1)

_____
(Address Line 2)

_____ _____ _____
(City) *(State)* *(Zip Code)*

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

_____
(Printed Name of Firm)

By: _____
(Authorized Representative's Signature)

_____
(Printed Name of Authorized Representative)

_____
(Address Line 1)

_____
(Address Line 2)

_____ _____ _____
(City) *(State)* *(Zip Code)*

José

Proposer's Initials: JB

If Entity is a partnership or joint venture:

_____
(Printed Name of Partnership or Joint Venture)

By: _____
(Signature of General Partner)

_____
(Printed Name of General Partner)

_____
(Address Line 1)

_____
(Address Line 2)

_____ _____ _____
(City) *(State)* *(Zip Code)*

If Entity is a corporation:

Tetra Tech, Inc.
(Printed Name of Corporation)

2301 Lucien Way
(Corporate Address Line 1)

Suite 120
(Corporate Address Line 2)

Maitland FL 32751
(City) *(State)* *(Zip Code)*

By: _____
(Signature of Officer)

Jonathan Burgiel
(Printed Name of Officer)

Business Unit President, Disaster Recovery
(Title of Officer)

Attest: _____
(Secretary)

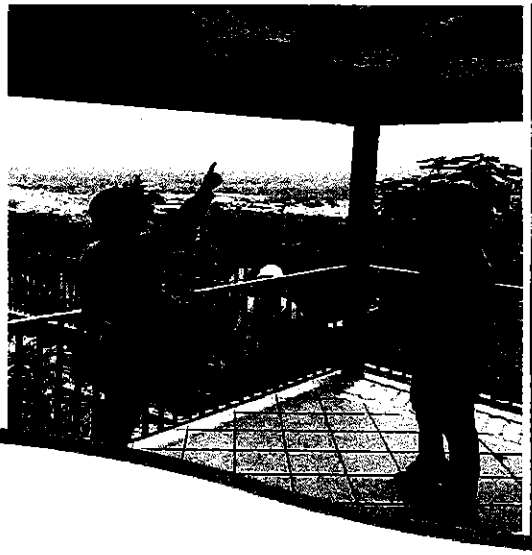
[CORPORATE SEAL]

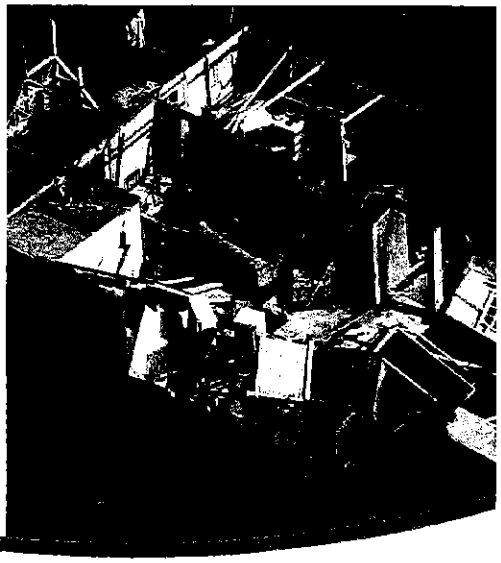
TETRA TECH, INC. INCORPORATED FEB 4 1988 DELAWARE

_____
(Jurisdiction of Incorporation)

TAB 2

Exhibit C Attachments – Company Officers





TETRA TECH

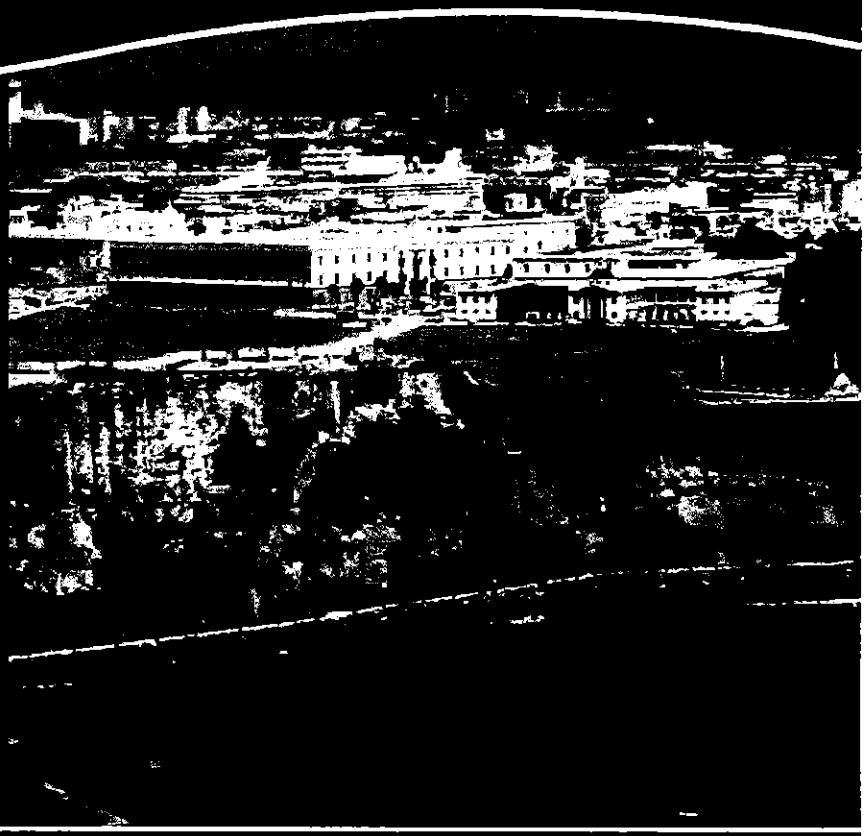
TETRA TECH

TETRA TECH

Corporate Officers

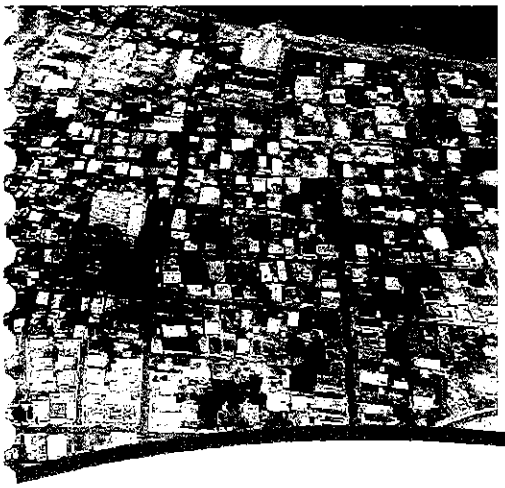
A list of names of all corporate officers is listed below.

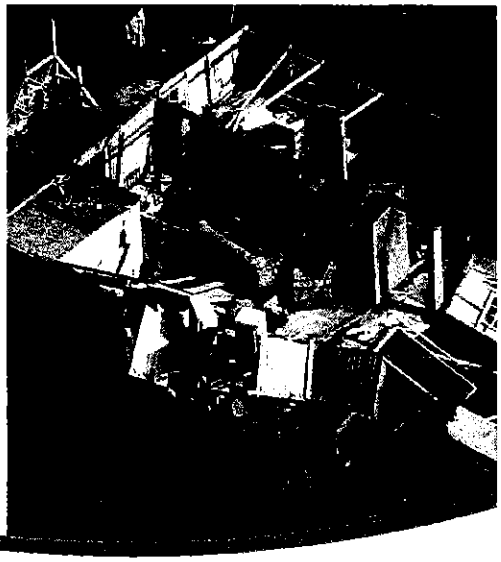
Title	Name	
Chairman, Chief Executive Officer, and President	Dan L. Batrack	
Executive Vice President, Chief Financial Officer and Treasurer	Steven M. Burdick	
Executive Vice President, Water, Environment & Infrastructure	Leslie L. Shoemaker	
Executive Vice President, Chief Engineer and Corporate Risk Management Officer	William R. Brownlie	
Senior Vice President, Corporate Controller and Chief Accounting Officer	Brian N. Carter	
Senior Vice President, Chief Information Officer	Craig L. Christensen	
Senior Vice President, General Counsel, and Secretary	Preston Hopson	
Senior Vice President, Corporate Administration	Richard A. Lemmon	
Senior Vice President, Human Resources and Leadership Development	Kevin P. McDonald	
Presidents	Derek G. Amidon Roger R. Argus Jan K. Auman	Urs B. Meyerhans Mark A. Rynning Vernard Teufele
Directors	Dan L. Batrack Gary R. Birkenbeuel Hugh M. Grant Patrick C. Haden J. Christopher Lewis Joanne M. Maguire	Kimberly E. Ritrievi Albert E. Smith J. Kenneth Thompson Kristen M. Volpi Li-San Hwang



TAB 2

Exhibit C Attachments – Project Profiles





TETRA TECH

TETRA TECH

TETRA TECH

HUD CDBG-DR Environmental Reviews and Lead Inspection and Testing

CLIENT

State of Louisiana
Office of Community Development
(Subcontractor to IEM)

LOCATION

Louisiana (51 Parishes)

DURATION

May 2017–Ongoing

KEY PROJECT STATISTICS

- **25,500** Tier 2 Environmental Reviews
  - *10,600 Tier 2 Environmental Reviews in 60 days*
  - *Completed over 1,400 Tier 2 ERRs per week at peak*
- **6,300** Lead Risk Assessment and Clearance Inspections
- **Innovative Technology** Resulted in Streamlined Tier 2 and Lead Assessment processes
- **Reduced average cost per Tier 2 by over 50%** from most recent statewide CDBG-DR program

REFERENCE

John Mabry, Vice President
8710 Jefferson Highway
Baton Rouge, LA 70809
(601) 953-4562 – cell
John.mabry@iem.com

PROJECT DESCRIPTION

Tetra Tech has been selected as the lead environmental services firm to assist the State of Louisiana (as a subcontractor to IEM) with rehab of over 36,000 residential properties located in 51 parishes that were flooded as a result of the historic 2016 floods. The work is being funded from a $1.6 billion U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant-Disaster Recovery (CDBG-DR) grant.

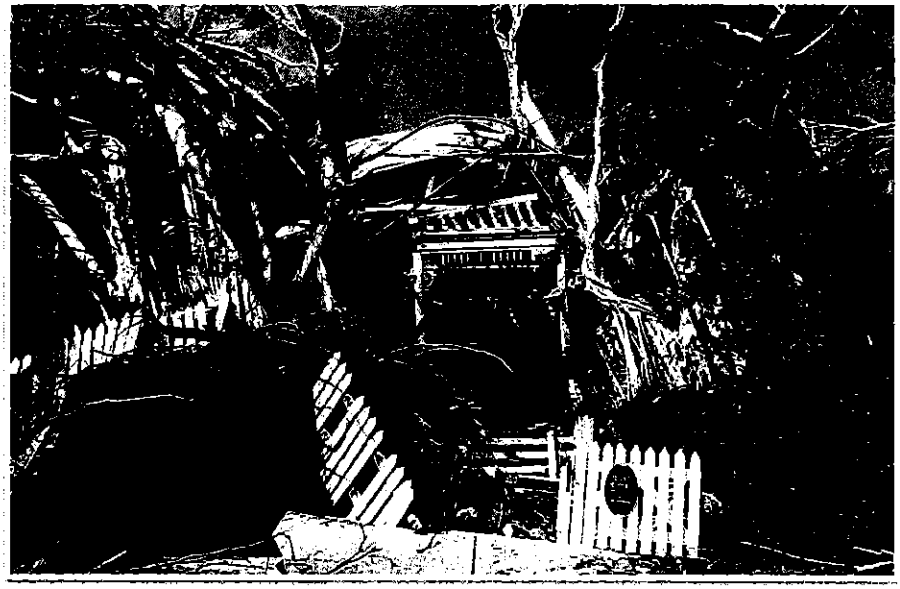
Tetra Tech is the lead environmental services firm performing the project's Tier 2 environmental and Section 106 reviews. ***Tetra Tech developed an innovative, streamlined process to completing the Tier 2 environmental reviews that allowed the State to realize a 50%+ savings in cost per Tier 2 review compared to previous state CDBG-DR housing rehab projects.*** During the first 60 days of the project, Tetra Tech completed an unprecedented 10,600 Tier 2 reviews. To date, Tetra Tech has ***completed over 25,500 Tier 2 environmental reviews.***

Tetra Tech is also leading the lead risk assessment inspections, clearance inspections, and lab testing for all homes built prior to 1978. It is estimated that Tetra Tech will perform between 7,000 to 10,000 risk assessment inspections and clearance inspections as part of the project. Tetra Tech has over 20 full-time accredited staff performing lead inspections and testing as part of the Restore Louisiana (ReLa) project.

TETRA TECH

HUD CDBG-DR Environmental Reviews

Tier 1 & 2 Reviews & Lead Risk Assessments



CLIENT

State of Florida, Department of Economic Opportunity

LOCATION

State of Florida

DURATION

July 2018–Ongoing

KEY PROJECT STATISTICS

- **6,000** Tier 2 Environmental Reviews
- **3,000** Lead Risk Assessments

REFERENCE

Jon Mabry, Vice President
8710 Jefferson Highway
Baton Rouge, LA 70809
601-953-4562
Jon.mabry@iem.com

PROJECT DESCRIPTION

Tetra Tech has been selected as the lead environmental services firm to assist the State of Florida (as a subcontractor to IEM) with rehab of over 6,000 properties and structures located in nine counties that were damaged as a result of Hurricane Irma. The work is being funded from a $616 million U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant-Disaster Recovery (CDBG-DR) grant. The funding was allocated to help recover and rebuild some of the hardest hit areas, including Monroe, Miami-Dade, Duval, Lee, Polk, Collier, Brevard, Broward, and Volusia Counties.

Tetra Tech is providing a team of environmental specialists to assist the DEO with the environmental review process, including preparing Tier 1 and Tier 2 reviews, lead-based paint assesments, and clearance for 6,000 properties in compliance with 24 CFR part 58, and other state and federal reimbursement requirements.

TETRA TECH

HUD CDBG-DR Environmental Reviews

Tier 1 & 2 Reviews & Lead & Asbestos Inspections

CLIENT

State of North Carolina, Department of Emergency Management

LOCATION

North Carolina

DURATION

June 2018–Ongoing

KEY PROJECT STATISTICS

- **3,400** Tier 2 Environmental Reviews
- **1,700** Lead Risk Inspections, Cost Estimating and Clearance
- **25** Tier 1 Reviews
- **2,000** Asbestos Risk Inspections
- **500** CDBG-DR Buyouts Program Managed
- Various specialized services, i.e., CENST, CEST, ERR

REFERENCE

Jon Mabry, Vice President
8710 Jefferson Highway
Baton Rouge, LA 70809
601-953-4562
Jon.mabry@iem.com

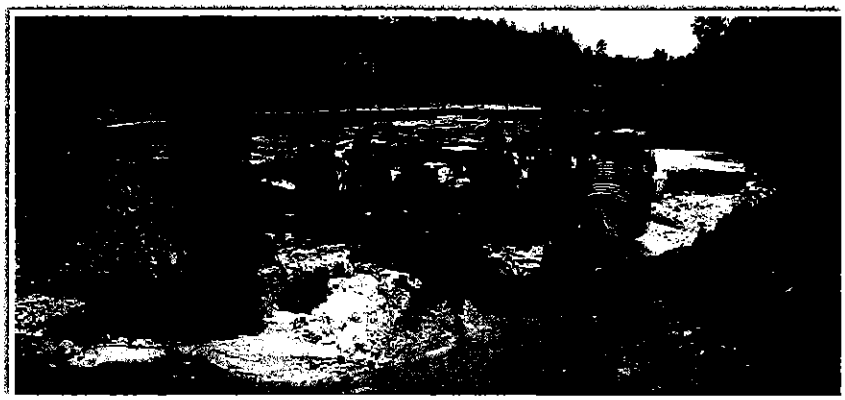
PROJECT DESCRIPTION

Tetra Tech was selected as the lead environmental services firm to assist the State of North Carolina (as subcontractor to IEM). Tetra Tech was tasked with conducting Tier 2 environmental reviews in accordance with the U.S. Department of Housing and Urban Development (HUD) National Environmental Policy Act (NEPA) regulations. The Tier 2 reviews involve desktop analysis using ArcGIS and a field investigation to verify the desktop findings and identify any other issues of concern, such as recognized environmental conditions (RECs). Each Tier 2 review addresses a single application submitted by a property owner seeking HUD funding.

Tetra Tech is also assisting with cost estimating and clearance services, general inspections of repair work performed, lead-based paint testing for eligible properties, and other program activities, as required.

TETRA TECH

HUD CDBG-DR Environmental Reviews and Lead and Asbestos Inspection Testing



CLIENT

Richland County

LOCATION

South Carolina

DURATION

October 2015 – Ongoing

KEY PROJECT STATISTICS

- 200+ Tier 2 environmental reviews
- 200+ lead risk assessments, clearance inspections and lab testing
- Work includes field site assessments, Section 106 reviews, and development of standardized Tier 2 Environmental Review Records (ERR)

REFERENCES

Tracy Hegler, Director of Planning and Development Services
2020 Hampton Street, 1st Floor
Columbia, SC 29204
Phone: (803) 576-2168
heglert@rcgov.us

PROJECT DESCRIPTION

Tetra Tech was selected by Richland County under an emergency contract to provide comprehensive disaster recovery services in response to the 1,000 year flood disaster of October 1-5, 2015, which caused extensive damage throughout Richland County and surrounding communities.

Tetra Tech assisted the County immediately after the flood to perform a comprehensive needs assessment followed by a strategic analysis of available grant funds to support the County's recovery efforts. A direct allocation of $26.5 million in HUD CDBG-DR grant funds was subsequently awarded to the County.

Tetra Tech assisted the County with the implementation of the CDBG-DR $26.5 million grant, including performing Tier 2 environmental reviews and Section 106 reviews on over 200 properties associated with the grant funding. Tetra Tech developed an innovative, streamlined process to complete the Tier 2 environmental reviews that allowed the County to realize a 50%+ savings in cost per Tier 2 environmental review compared to reviews previously performed for CDBG-DR housing rehab projects.

Tetra Tech is also leading the lead risk assessment inspections, clearance inspections, and lab testing for all homes built prior to 1978. It is estimated that Tetra Tech will perform approximately 200 risk assessment inspections and clearance inspections as part of the project.

TETRA TECH

New York State Hurricane Sandy HUD CDBG-DR Environmental Reviews

CLIENT

State of New York, Governor's Office of Storm Recovery

(Subcontractor to ProSource Technologies, LLC)

DURATION

September 2014 - Ongoing

KEY PROJECT STATISTICS

- **43** Tier 1 Programmatic Environmental Assessments
- **3,150** Tier 2 Environmental Reviews
- **3,500** Historic Preservation Reviews
- **100+** Tetra Tech Staff

REFERENCE

Lori Shirley
New York State Governor's Office of Storm Recovery
38-40 State Street
Albany, NY 12207-2804
(518) 474-0755
lori.shirley@nyshcr.org

PROJECT DESCRIPTION

Tetra Tech was contracted to provide environmental and historic preservation reviews for the New York Governor's Office of Storm Recovery (as a subcontractor to ProSource Technologies, LLC), to support its environmental and historic preservation review work. This state agency had the primary authority for overseeing the environmental compliance requirements for the State's Superstorm Sandy disaster recovery programs being funded by Community Development Block Grant-Disaster Recovery (CDBG-DR) grants awarded under the Disaster Relief Appropriations Act of 2013.

The initial phases of environmental support for these programs involved the preparation of Tier 1 PEAs and Tier 2 site-specific environmental review checklists in compliance with the U.S. Department of Housing and Urban Development (HUD) National Environmental Policy Act (NEPA) regulations at 24 CFR Part 58.

The PEAs were prepared for counties with properties that sustained storm damage caused by Hurricane Sandy, Hurricane Irene, and Tropical Storm Lee so that CDBG-DR funds could be used to provide assistance for repairing damaged properties, reconstructing damaged homes, mitigating damaged properties for future resilience, reimbursing homeowners who have already begun repairing or have completed repairs on their homes, and initiating a buyout and acquisition program for single-family

housing within chronically flood-prone areas. Tetra Tech prepared several PEAs for each of the affected counties to assess the environmental effects of specific program categories of action. These environmental documents determined the additive, synergistic, and cumulative effects of these activities in a development context and streamlined the environmental process to efficiently provide the necessary funding. Tetra Tech generated Tier 1 PEAs for the following categories for HUD funding: buyout and acquisition of single-family housing units, renovation and repair of housing with one to four units, renovation and repair of housing with five or more units, economic support for businesses affected by storm damage, and bulkhead repairs.

Tetra Tech's dedicated staff provided responsive support for the challenges involved in evaluating the different types of projects to be funded, including the addition of several subcategories of projects to be evaluated. Tetra Tech assisted ProSource in refining the project descriptions for economic development funding, specifically for waterfront businesses and properties with existing bulkheads. The PEA documents involved accurate depictions of potential effects to the physical and socioeconomic environment covering a large number of areas with diverse characteristics and were prepared under tight time constraints to minimize the wait period for funding and repair activities.

The Tier 1 PEAs provided guidelines for the more-detailed Tier 2 site-specific reviews, which were prepared for individual properties to ensure that there were no extraordinary circumstances that existed that were beyond the issues identified and evaluated in the Tier 1 documents. The checklists provided a geographic information systems (GIS)-based and environmental database-based review for conditions at specific addresses so that CDBG-DR funds could be disbursed to applicants. Following the completion of each checklist, Tetra Tech identified the applicable State Environmental Quality Review Act (SEQRA) classification and NEPA classification for the site.

Tetra Tech also conducted historic property reviews for the Tier 2 locations. These reviews were conducted in accordance with a programmatic agreement that had been developed to streamline compliance under Section 106 of the National Historic Preservation Act. Tetra Tech evaluated each property for potential eligibility for the National Register of Historic Places and coordinated with New York State Parks, Recreation, and Historic Preservation regarding these findings.

The volume of work included over 30 Tier 1 PEAs, over 3,000 Tier 2 site-specific checklists, and historic preservation reviews for over 3,500 properties. The strategic use of staff throughout the country and all divisions of the company enabled the rapid turnover of documents and the ability to respond to such challenges as data gaps and address geocoding inaccuracies.

TETRA TECH

New Jersey Hurricane Sandy HUD CDBG-DR Environmental Reviews

CLIENT

State of New Jersey, Department of Environmental Protection

LOCATION

New Jersey

DURATION

August 2013 – Ongoing

KEY PROJECT STATISTICS

- **13** Environmental Assessments
- **39** Categorical Exclusions
- **1,476** Tier 2 Site-Specific Environmental Reviews
- **1,500** Historic Preservation Review Applications

REFERENCES

Kim McEvoy
401 East State Street
Trenton, NJ 08625
(609) 789-2526
kim.mcevoy@dep.nj.gov

PROJECT DESCRIPTION

Tetra Tech Inc. was selected by the New Jersey Department of Environmental Protection to provide environmental and historic preservation reviews for the state's disaster recovery efforts related to Superstorm Sandy. The recovery programs are being funded by Community Development Block Grant – Disaster Recovery (CDBG-DR) grants awarded under the Disaster Relief Appropriations Act of 2013 totaling 2.7 billion.

The environmental reviews are being conducted in accordance with the US Department of Housing and Urban Development (HUD) National Environmental Policy Act (NEPA) regulations (24 CFR Parts 50 and 58) and include Environmental Assessments (EAs), categorical exclusions, and Tier 2 site-specific environmental reviews. The Tier 2 reviews comprise the greatest volume of the work and follow Tier 1 Programmatic EAs previously prepared for residential projects across the nine most-affected counties in the state. Tetra Tech prepared over 1,476 Tier 2 reviews. The Tier 2 reviews involve desktop analysis using ArcGIS and a field investigation to verify the desktop findings and identify any other issues of concern, such as recognized environmental conditions (RECs). Each Tier 2 review addresses a single

application submitted by a property owner seeking HUD funding. Our assigned task orders for Tier 2 reviews ranged from 2 to 75 individual applications identified for environmental review.

Tetra Tech also has been assigned 13 EAs and 39 categorical exclusions. These reviews address residential, community revitalization, and infrastructure projects under the Repair, Rehabilitation, Elevation, and Mitigation; Landlord Rental Repair; Stronger New Jersey Business Loan; Neighborhood Enhancement; Neighborhood and Community Revitalization; and Beach Replenishment programs.

Tetra Tech participated in an initial kickoff meeting for the Tier 2 work that involved reviewing the written guidance, practicing the desktop analysis, and conducting practice field investigations. The reviews began with Word-based templates uploaded to the state's website and transitioned to online completion and review of the submitted documents using the client's Environmental Review Management System (ERMS). Subsequently, the EA and categorical exclusion documentation also was incorporated into ERMS.

Tetra Tech also conducted historic property reviews for all of the applications that were assigned to us for environmental review. The historic reviews were conducted in accordance with a programmatic agreement that had been developed to streamline compliance under Section 106 of the National Historic Preservation Act. Tetra Tech evaluated each property in accordance with that agreement, including assessments of potential eligibility to the National Register of Historic Places. Our eligibility and impact analysis findings were submitted to the New Jersey Historic Preservation Office for concurrence. To date, we have conducted historic property reviews for over 1,500 applications.

Tetra Tech was able to beat the client's two-week turnaround requirement on Tier 2 application reviews, exceed internal profit goals, and rectify early performance issues related to schedule and quality. Tetra Tech was in the top three with regard to the volume of assignments amongst the six contractor teams and was able to outperform in meeting expected schedules, a critical concern for a program providing disaster recovery funds to owners of damaged properties. For the EA and categorical exclusion reviews, Tetra Tech has consistently been among the top two performers.

TETRA TECH

HUD CDBG-DR Program Management and Implementation

CLIENT

Lexington County

LOCATION

South Carolina

DURATION

September 2016 – Ongoing

KEY PROJECT STATISTICS

- CDBG-DR Implementation
- Buyout, Acquisition & Demolition Projects
- Action Plan Assistance
- Section 106 Environmental Review Assistance

REFERENCE

Cindi Hennigan
Community Development
County of Lexington
212 South Lake Drive, Ste. 401
Lexington, SC 29072
(803) 785-8559
chennigan@lex-co.com

PROJECT DESCRIPTION

Tetra Tech was selected by Lexington County to provide planning and implementation services for the Community Development Block Grant Disaster Recovery (CDBG-DR) Buyout Program. This program is related to the 1,000 year flood disaster of October 1-5, 2015, which caused extensive damage throughout Lexington County and surrounding communities. Lexington County anticipates funding a 65-property buyout/demolition program with the use of CDBG-DR funds. Tetra Tech has been tasked with providing Lexington County with pre-implementation planning, program management, and post-implementation grant closeout.

To date, Tetra Tech has developed a process for appealing the sale price for buyout projects, buyout and demolition policies and procedures, and project checklists. Tetra Tech also assisted Lexington County staff with writing the Action Plan and provided qualified historic preservation staff to allow Lexington County to sign the HUD Addendum to the South Carolina Programmatic Agreement for Section 106 compliance.

Upon implementation, Tetra Tech will provide the following services:

- Site Eligibility Review for Buyout and Acquisition Properties
- Property Specific Preparation Activities
- Determine Relocation Assistance
- Prepare Buyout Offers
- Assist County with Property Closings
- Provide Relocation Assistance to Eligible Property Owners
- Demolition Coordination of Buyout and Acquisition Properties
- Project Closeout

TETRA TECH

Company Profile

Tetra Tech, Inc.

Tetra Tech has been conducting work in Puerto Rico and the Caribbean for more than 40 years, supporting federal and Commonwealth programs and private clients.

TETRA TECH

Tetra Tech, Inc. (Tetra Tech) is a leading provider of consulting, engineering, and technical services worldwide. Founded in 1966, Tetra Tech is now one of the premier firms in the nation within the field of disaster management and homeland security, with millions of dollars in revenue coming from contracts in such diverse areas as infrastructure hardening and protection; disaster recovery; emergency management, planning, and preparedness; community resilience; disaster recovery; and grant management. Tetra Tech's 17,000 employees support government and commercial clients by providing innovative solutions to complex problems focused on water, environment, energy, infrastructure, and natural resources.

Tetra Tech is the nation's leader in state U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant-Disaster Recovery (CDBG-DR) environmental reviews. Since Superstorm Sandy, Tetra Tech has conducted or is performing more than 43,000 Tier 2 reviews and 14,000 lead assessments for six state agencies receiving HUD CDBG-DR allocations.

Exhibit 3-1. Summary of State-Level HUD CDBG-DR Environmental Projects

Client Name	Tier 2 Reviews	LBP/Asbestos Testing	Historic Preservation Reviews
State of Louisiana	25,500	6,300	7,600
State of North Carolina	3,400*	3,700	170*
State of Florida	6,000 *	3,000	1,500*
State of Texas	3,500*	1,750	875*
State of New Jersey	1,454	N/A	1,498
State of New York	3,150	N/A	3,500
TOTALS	**43,004**	**14,750**	**15,143**

Estimated totals

Additionally, Tetra Tech has more than 10 years of experience with HUD environmental review procedures, having provided the following Responsible Entities with HUD environmental review services during that period (including 4 years of disaster recovery program support): Louisiana Office of Community Development Disaster Recovery Unit, New York Governor's Office of Storm Recovery and New York State Homes and Community Renewal, New Jersey Department of Environmental Protection, and San Francisco Mayor's Office of Housing and Community Development. These services have included preparations of 88 environmental assessments (EA), 35 Categorical Exclusions Subject to 58.36 (CEST), 27 statutory worksheets, more than 43,000 Tier 2 CESTs, historical reviews of over 15,000 properties, more than 14,000 lead risk assessments, and program management of housing rehabilitation, reconstruction, and buy-out services for CDBG-DR projects conducted for clients throughout the United States.

QUICK FACTS

Tetra Tech has more than 10 years of experience providing environmental review services.

- 88 EAs
- 35 CESTs
- 27 statutory worksheets
- More than 43,000 Tier 2 CESTs
- More than 15,000 historic reviews
- More than 14,000 lead/asbestos inspections

Most recently, Tetra Tech was named a teaming partner on the Restore Louisiana Homeowner Assistance Program. Within just 60 days, Tetra Tech completed more than 10,600 Tier 2 reviews. Tetra Tech also conducted and produced lead-based paint (LBP) risk assessment reports regarding more than 900 impacted properties in just 1 month. This demonstrates our experience and working knowledge of HUD National Environmental Policy Act (NEPA) regulations (under *Code of Federal Regulations* [CFR], Title 24, Part 58). Tetra Tech's HUD environmental review documents have addressed disaster recovery programs and similar projects, infrastructure, economic development, and housing programs for

municipalities and other governmental entities.

Tetra Tech has completed a full range of environmental field investigations, surveys, and permit applications for numerous state, county, municipal, and private clients throughout the United States. Tetra Tech has also conducted thousands of LBP inspections under several state and government programs.

Additionally, Tetra Tech has extensive HUD NEPA experience supporting disaster recovery, hazard mitigation, and other types of programs and projects. **Tetra Tech has completed more than 1,000 NEPA documents and supporting documents,** such as field survey reports including biological assessments, special status species surveys, archeological/historic surveys, Phase I and Phase II Environmental Site Assessments (ESA), wetland delineations, waters of the U.S. determinations, U.S. Army Corps of Engineers and state water permits and approvals, and hazardous materials surveys (asbestos, mold, and LBP). Our team has an extensive and diverse résumé of NEPA projects involving infrastructure and related facilities, including water and wastewater facilities, transmission lines, transportation, oil and gas storage and transmission, industrial cleanup, municipal planning, flood control and stormwater mitigation, visitor/tourist plans and facilities, and urban housing development. Our NEPA specialists also wrote a handbook that has become an invaluable resource to NEPA practitioners. *The NEPA Handbook: A Comprehensive Resource Guide* is a hands-on manual for implementing procedures prescribed by NEPA.

TETRA TECH

Contact Information and Offices

Technical Representatives:

Mr. Jonathan Burgiel

2301 Lucien Way, Suite 120, Maitland, FL 32751

P. (407) 342-2282

jonathan.burgiel@tetratech.com

Contractual Representative:

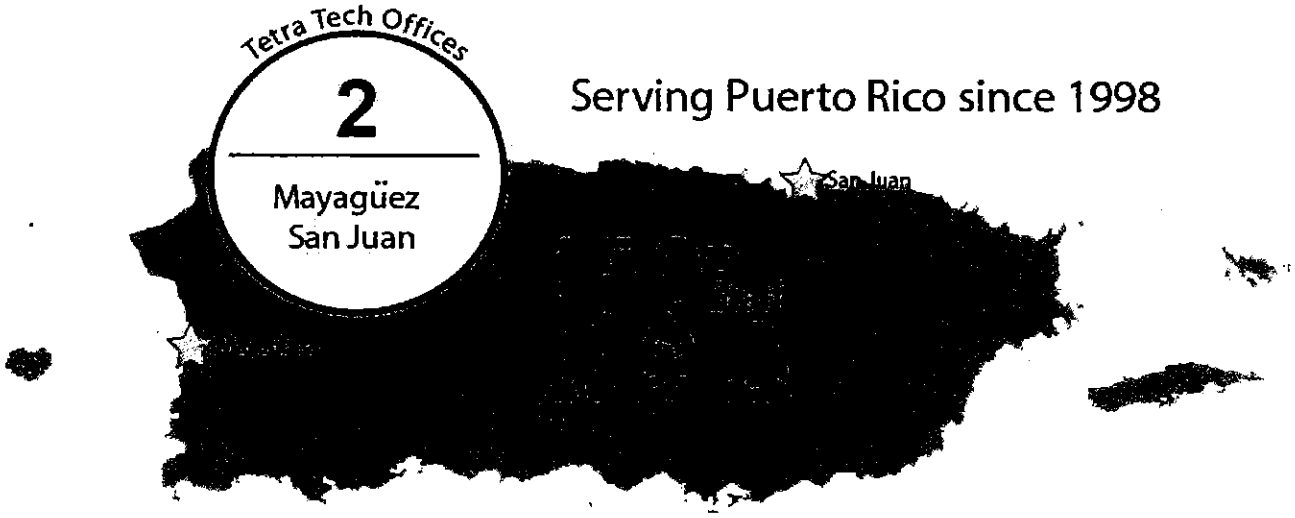
Ms. Betty Kamara

2301 Lucien Way, Suite 120, Maitland, FL 32751

P. (407) 803-2551

betty.kamara@tetratech.com

Tetra Tech plans to base its environmental operations out of our two regional Puerto Rico offices to efficiently serve the Puerto Rico Department of Health (PRDOH).



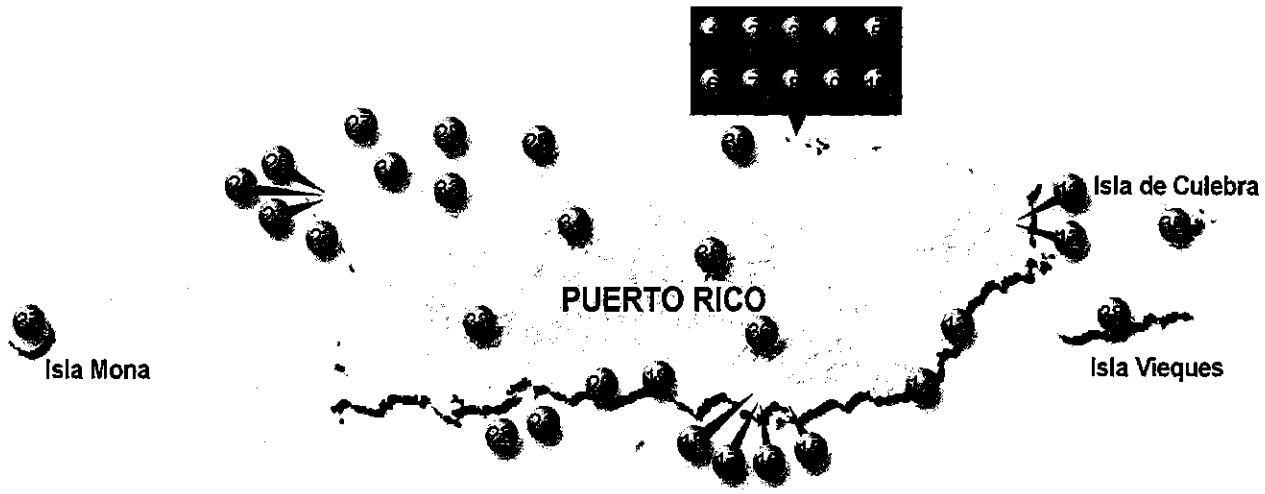
Clients: PREPA | PRDNER | PRASA | PR Environmental Quality Board | PR Air and Army National Guard | USACE | More than 20 Municipalities

Representative Projects in Puerto Rico

Tetra Tech has been conducting work in Puerto Rico and the Caribbean for more than 40 years, supporting federal and Commonwealth programs and private clients. Since the 1990s, we have provided planning, permitting, compliance, and scientific and engineering support in the areas of water resources, infrastructure, and environmental restoration and management.

Exhibit 3-1 is a representative listing of projects performed by Tetra Tech in Puerto Rico.

Exhibit 3-1. Representative Environmental Puerto Rico Projects



1 **Coastal Engineering Guideline for Puerto Rico** | Puerto Rico Department of Natural and Environmental Resources

2 **Sea Level Rise Adaptation Assessment for Coastal** | Puerto Rico Department of Natural and Environmental Resources

3 **Restoration/Environmental Assessment and Public Participation Plans for the Berman Oil Spill** | Puerto Rico Department of Natural and Environmental Resources

4 **Arrecife Condado Artificial Reef System** - Planning, Permitting and Engineering Design | Arrecife Condado, Inc.

5 **Pier 15 Damage Assessment and Shoreline Stabilization** | McAllister Towing and Transportation/Puerto Rico Ports Authority

6 **Condado Lagoon Water Quality Improvements and Seagrass Restoration** | San Juan Bay Estuary Program

13 **Emergency Shoreline Stabilization at Palmas del Mar** | Plaza del Mar HOA

14 **Yabucoa Solar Farm** | Brookfield Energy

15 **Aguirre Power Plant 316b Compliance** | PREPA

16 **Aguirre Offshore GasPort** | Excelerate Energy

17 **Salinas Landfill Compliance** | Republic Services

18 **Camp Santiago Water Distribution System** | Puerto Rico Army National Guard

7 **Port Consulting and Engineering Services for Puma Caribe Dock and Access Channels in San Juan Bay Port** | Puma Energy Caribe
8 **Cataño Oil Dock Berthing Assessment and USACE Maintenance Dredging** | Total Petroleum Puerto Rico
9 **Waterways Suitability Assessment for LPG Import at San Juan Bay Port** | Puma Energy Caribe.
10 **San Juan Walkable City Beach Restoration Master Plan** | Municipality of San Juan
11 **Marina Puerto Chico Damage Assessment and Breakwater Repair** | MPC Holdings LLC.
12 **Marina Sea Lovers Damage Assessment and Reconstruction** | MPC Holdings LLC.
19 **Fort Allen Training Annex Sanitary Sewer System** | Puerto Rico Army National Guard
20 **Ponce Landfill Compliance** | Republic Services
21 **Costa Sur 316b Compliance** | PREPA
22 **Windmar Wind Farm** | Windmar, LLC
23 **Anasco MS4** | Muni of Anasco
24 **Marina Rincon Coastal Engineering and Permitting Consultation** | Rincon Municipality
25 **Community Based Climate Change Vulnerability Assessment and Adaptation Plan for Rincon Municipality** | Puerto Rico Dept. of Natural and Environmental Resources
26 **Rincon MS4** | Muni of Rincon
27 **Aguadilla AST Compliance** | Lockheed Martin Corp.
28 **Quebradillas T&D Compliance** | LM Waste
29 **Facility Assessment Crown Bay Charlotte Amalie** | Puma Energy Caribe.
30 **Dorado del Mar Breakwater Assessment** | Prime Developers, LLC
31 **Moca HMP** | Muni of Moca
32 **San Sebastian HMP** | Muni of San Sebastian
33 **Underwater UXO Remedial Investigation / Feasibility Study for Flamenco Bay (MRS 3) and Luis Peña Channel (MRS 12)** | USACE Jacksonville District
34 **Utuado MS4 and HMP** | Muni of Utuado
35 **Barranquitas MS4** | Muni of Barranquitas
36 **Aibonito MS4** | Muni of Aibonito
37 **Emergency Restoration of Physical Injury to Corals due to the Fortuna Reefer Grounding Incident** | NOAA/NMFS
38 **Vieques Critical Issues Analysis** | Pattern Energy
39 **Yauco Landfill Compliance** | LM Waste
40 **ARECIBO MS4** | Muni of Arecibo

First-Tier Subcontractors

Joining Tetra Tech are several local and nationally known subcontractors that specialize in environmental reviews, ESAs, asbestos and lead testing, historic preservation reviews, and CDBG-DR grant program management. A brief description of each firm appears below. **As requested in PRDOH's request for proposal, we have provided additional information from our first-tier subcontractors in Tab 8 of this proposal.**

CMA

CMA ARCHITECTS & ENGINEERS LLC

CMA Architects & Engineers LLC is a minority business enterprise that **started its operations in Puerto Rico in 1959**. CMA is an architecture and engineering firm serving Puerto Rico, the Caribbean, United States, and Latin America. The firm expanded to become one of the largest in the Caribbean. In 2006, it was ranked 496 in the *Engineering News Record's* (ENR) Top 500 U.S. Design Firms and 114 in ENR's Top 200 International Firms.

With more than 55 years of continuous consulting practice in architecture and engineering, CMA offers comprehensive assistance in the fields of environmental and electrical engineering, architecture, planning, civil, transportation, water resources, as well as cost estimate and construction management. **The firm is Minority Business Enterprise** and is proud member of the U.S. Green Building Council.

CMA has conducted multiple projects involving LBP/asbestos-containing materials (ACM) inspections. CMA has certified LBP inspectors and certified LBP Projects Designers on staff. LBP inspection services include inspections of buildings and specific areas to be demolished, as well as negative certifications required for OGPe permits.

Additionally, CMA has conducted a range of projects involving Phase I and II ESAs. Regarding Phase I ESAs, CMA staff includes several Registered Environmental Managers (REM) on the National Registry of Environmental Professionals (NREP). These professionals have the necessary training and knowledge to be Qualified Individuals per EPA regulations. ESAs are performed

according to ASTM International (ASTM) standards. Regarding Phase II ESAs, CMA can prepare and implement ESA Phase II work plans per EQB and EPA regulations and ASTM guidelines. Our personnel have prepared Phase II ESAs of industrial, residential, and infrastructure sites.

Fernando L. Rodriguez, P.E .& Associates

Chemical and Engineering System Services Corporation (CHES), which does business as Fernando L. Rod riguez, P. E. and Associates (FLRA), is a **Puerto Rico-based company** established in 1986. Since 1990, CHES/FLRA has offered accredited trainings and conducted management-related projects in areas of ACM and LBP management, in compliance with requirements of the local Environmental Quality Board. CHES/FLRA offers a variety of courses to the regulated community affected by applicable regulations. To date, CHES/FLRA has trained thousands of governmental, commercial, industrial, and abatement contractors and representatives. Project involvements include inspections of designated structures, and supervision and monitoring of mitigation projects.

The CHES team has performed visual damage investigations in Puerto Rico and the U.S. Virgin Islands prior to or as follow-up after emergency response and cleanup. Multiple industrial, commercial, and public buildings/residences on the island of Puerto Rico sustained flood damage caused by Hurricanes Irma and María during September 2017. CHES performed asbestos and lead sampling and analysis, as well as molds/fungi assessments and clean-up/sanitization projects to decontaminate indoor areas at various commercial/residential facilities.

Finback

FINBACK 670

Over the last decade, FINBACK 670 has been providing CDBG-DR programs critical compliance, data management, and reporting software solutions required for successful program execution. **FINBACK 670 is a Service-Disabled Veteran-Owned Small Business (SDVOB)** focused on high-fidelity data management systems in the disaster recovery, environmental compliance, and construction management spheres.

Disaster recovery programs have unique needs involving confluence of case management, construction management, environmental compliance, and, of course, comprehensive program

oversight. The FINBACK Software Framework ("FINBACK System") was designed by construction, engineering, and environmental compliance experts to meet these needs.

Vertical integration of the FINBACK System ensures free flow of data among teams, preventing "information silos." FINBACK's Workflow, Logistics, Mobile Data Collection, Quality Control, and Reporting modules are customized by FINBACK's Software Architects to meet each CDBG-DR program's specific needs. The architecture of the FINBACK System enables a rapid deployment cycle to get programs up and running quickly and efficiently.

The FINBACK System has been utilized in the last six major CDBG-DR programs, including the largest CDBG-DR lead evaluation program to date.

- **LA Road Home's Small Rental Property Program** (more than 3,000 damaged address evaluations)
- **Texas GLO - City of Galveston Disaster Recovery Housing Program** (600 damaged address evaluations)
- **Mississippi Development Authority Neighborhood Home Program** (900 damaged address evaluations)
- **New Jersey DCA Reconstruction, Rehabilitation, Elevation, and Mitigation Housing Recovery Program** (1,700 damaged address evaluations)
- **NYRising Community Reconstruction Program**
- **Restore LA Homeowner Assistance Program** (16,074 damaged address evaluations to date)
- **East Baton Rouge Redevelopment Authority** (26 approved damaged address evaluations to date)

ICF

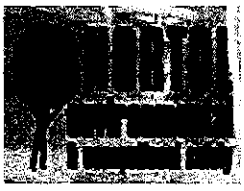
ICF is a multidisciplinary, publicly traded, large business specializing in environmental services for CDBG-DR programs. ICF has had a 30-year partnership with HUD, 20+ years successfully performing work for the Federal Emergency Management Agency (FEMA), 12+ years implementing CDBG-DR programs, and, based on client feedback, a stellar reputation for quality in disaster recovery management.

ICF was founded in 1969 and has a large pool of more than 500 environmental professionals who have worked on disaster recovery, NEPA, and environmental compliance projects nationwide. ICF is available to assist with Puerto Rico-based staff. These current employees have extensive experience in their areas of expertise covering all subject areas required to comply with HUD's environmental regulations. They will be available to assist in environmental reviews, analyses, and tasks of preparation under guidance of key staff.

ICF has current HUD environmental review process (24 CFR Part 58) experience related to CDBG-DR. ICF has assisted the State of New Jersey with Part 58 compliance for its CDBG-DR Superstorm Sandy recovery since early 2013. Initial work involved provision of guidance on compliance with HUD's environmental regulations at 24 CFR Part 58 for the first $1.8 billion of Superstorm Sandy recovery funding. ICF advised the New Jersey Department of Community Affairs and the New Jersey Department of Environmental Protection (DEP) on setting up the environmental review program and the tiered EA structure covering New Jersey's housing recovery programs. ICF helped prepare and review drafts of the nine countywide Tier I EAs and establish the structure of the site-specific Tier II forms that would ultimately be utilized for about 12,000 housing recovery grants. In March 2014, ICF was awarded another contract as Program Manager Contractor for Environmental and Historic Preservation Reviews for the CDBG-DR Superstorm Sandy recovery programs in New Jersey. ICF helped the State establish and implement a successful program that won praise during a HUD monitoring visit. ICF developed core and surge teams of environmental professionals to review environmental documents prepared by the environmental review contractors.

ICF also furnished first-class technical assistance to grantees and subrecipients. Under a large HUD-funded technical assistance (TA) assignment, ICF provided highly time-sensitive technical expertise to the Michigan State Housing and Development Authority (MSHDA) to address concerns over timeliness and compliance, including compliance with environmental requirements. Environmental work included training staff to prepare environmental reviews, preparing Tier I and Tier II EAs, conducting site visits, reviewing existing environmental review records (ERR) and providing guidance on their completion, and working with the State Historic Preservation Officer (SHPO) to resolve ongoing issues and stalled program implementation.

Nortol Environmental & Occupational Safety, Inc.



Nortol Environmental & Occupational Safety, Inc. (NORTOL) is a **Puerto Rico–based company** incorporated in March 2002. The principals have more than 25 years of experience in environmental, industrial hygiene, and occupational safety/health consulting.

NORTOL offers environmental, industrial hygiene, and occupational safety regulatory compliance solutions to clients across Puerto Rico and overseas. Its services help anticipate, recognize, evaluate, and control these environmental factors or stresses arising in or from the workplace. NORTOL services are also required during the permitting application process for any project that may include renovation or demolition activities regulated by the Puerto Rico (PR) Environmental Quality Board and/or State/Municipal Offices. Also, particularly relevant to enforcement pertaining to occupied buildings are PR Environmental Quality Board Rule 422 (Regulation for the Control of Atmospheric Pollution) and Occupational Safety and Health Administration (OSHA) specifications in 29 CFR 1910.1001(j)(2). NORTOL's main clients are dedicated to design, construction, demolition, and maintenance of buildings, residences, roads, and bridges.

NORTOL preparation and training includes environmental sciences, respiratory protection, industrial hygiene, chemistry, biological sciences, EPA-Environmental Quality Board (EQB) asbestos disciplines, EPA-EQB Lead-Based Paint Accredited Company, EPA Lead-Safe Certified Firm, LBP disciplines, National Institute for Occupational Safety and Health (NIOSH) 582 (Air

Sampling), OSHA Certifications, Hazardous Waste Operations and Emergency Response (HAZWOPER) 40-hour training, and other environmental and occupational health and safety regulatory compliance.

Zimmetry Environmental Management Corporation

Zimmetry Environmental

Zimmetry Environmental Management Corp. (Zimmetry) was founded in January 2002 by Harry Peña Ruiz. Mr. Peña created the firm soon after he had concluded work as a consultant for one of the Industrial Hygiene firms working at the World Trade Center Site after the collapse of the towers in 2001. Zimmetry works with clients seeking consistent services who want to avoid non-compliant environmental services that would delay their projects or lead to regulatory or public relations issues.

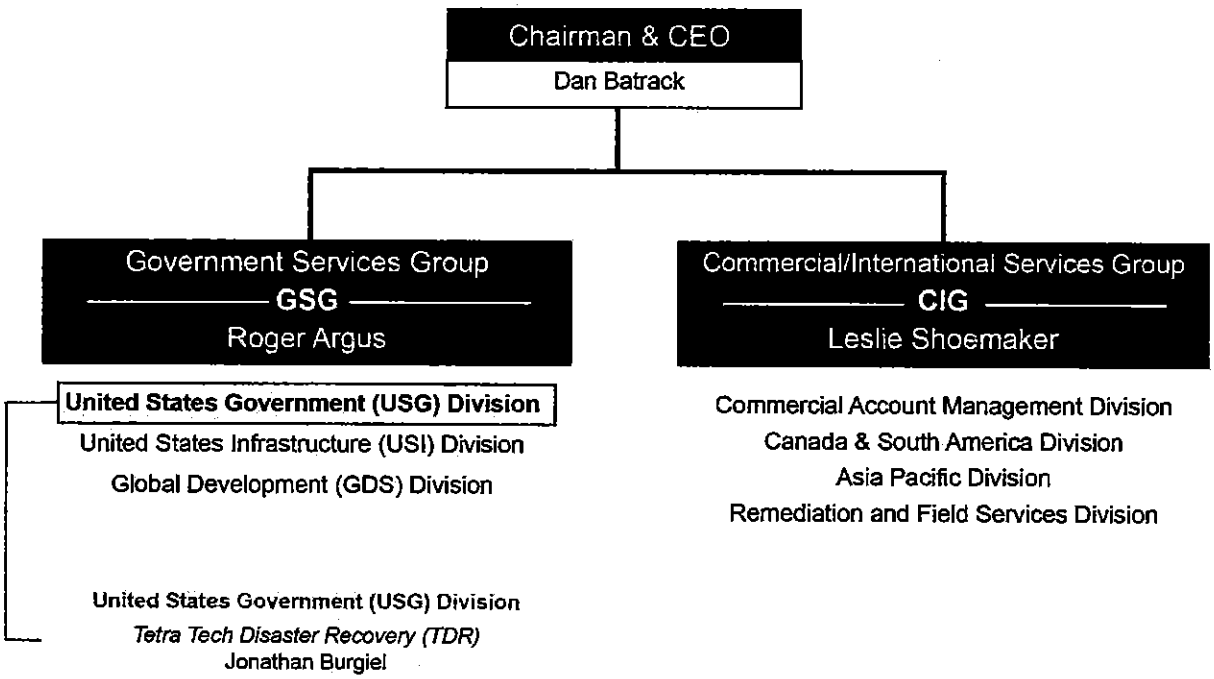
Zimmetry provides its clients the tools to achieve healthier indoor environments based on its direct experience in environmental building inspections, air quality consulting, and ESAs of residential, commercial, industrial, and governmental properties. The Zimmetry team is supported by the latest technology, analytical services, and comprehensive training.

Zimmetry's mission is to provide our clients peace of mind and confidentiality within their environmental compliance requirements. Zimmetry's services include:

- Industrial Hygiene
- Indoor Air Quality
- LBP
- Asbestos
- Radon
- Sick Building
- Green Building
- Mold
- Phase I ESA Standard
- E-1527
- Water/Fire Damage Consulting
- Odor Control Consulting
- Occupational Heat Stress
- Ventilation Assessments
- Occupational Noise Exposure

Corporate Organizational Chart

Tetra Tech is organized into two primary business units and operates from 400 offices worldwide. Our corporate organizational chart has been included below. Tetra Tech's Disaster Recovery Business Unit falls under the Government Services Group's USG Division.



A project organizational chart depicting the roles of our proposed staff is included in *Tab 6 – Key Staff Résumés and Key Information.*

If Proposer's entity is not based in Puerto Rico, Proposer must provide the functional full-time equivalents (FTEs) that will be based and staffed in Puerto Rico. Provide an availability chart that shows: immediate availability; availability of the staff in a year; percentages of available time; and committed time to other projects.

Name	Location	Immediate Availability (hours per week)	Percentage of Immediate Available Time	Availability in a year (hours per week)	Percentage of Available Time in a Year	Time committed to other projects (hours per week)
Management Team/Task Leads						
Jonathan Burgiel	Florida	36	90%	30	75%	4
Christina Connor	Puerto Rico	35	88%	35	88%	5
Jeff Dickerson	Florida	36	90%	30	75%	4
Joe Gawarzewski	Delaware	20	50%	20	50%	20
Jonathan Schaefer	Florida	35	88%	35	88%	5
John Bock	California	35	88%	35	88%	5
Chris Burns	Illinois	35	88%	35	88%	5
Randy Mayer	Georgia	50	125%	50	125%	0
Jeff Mitchell	Missouri	30	75%	30	75%	10
Justin Neely	Louisiana	40	100%	40	100%	0
Stacy Durley	Illinois	24	60%	30	75%	16
Carol Nissen	Illinois	24	60%	40	100%	16
Environmental Review Staff						
Krista Jack	Texas	20	50%	20	50%	20
Cliff Jarman	Texas	20	50%	20	50%	20
Genevieve Kaiser	Colorado	20	50%	20	50%	20
Kathy Monks	California	30	75%	30	75%	10
Tim Mower	Colorado	20	50%	30	75%	10
Steven Veith	Oregon	20	50%	20	50%	20
Beth Williams	Delaware	20	50%	20	50%	20
Delight Buenaflor	Virginia	20	50%	20	50%	20
Jay Rose	Georgia	20	50%	20	50%	20
Matt Adelson	New Jersey	20	50%	20	50%	20
Kara Brunzell	California	20	50%	20	50%	20

Name	Location	Immediate Availability (hours per week)	Percentage of Immediate Available Time	Availability in a year (hours per week)	Percentage of Available Time in a Year	Time committed to other projects (hours per week)
Julia Mates	California	20	50%	20	50%	20
Chris Borstel	New Jersey	20	50%	20	50%	20
James Sexton	New Jersey	20	50%	20	50%	20
Joe Fischl	New Jersey	20	50%	20	50%	20
Lauren McCarrell	Illinois	50	125%	50	125%	10
		Environmental Testing, Surveys & Assessments Staff				
Gina Armijo	Puerto Rico	40	100%	40	100%	0
Andrew Buchy	Delaware	30	75%	30	75%	10
Lauren Foster	Ohio	20	50%	20	50%	20
Karina Kuc	Illinois	20	50%	20	50%	20
Paul Pallardy	Illinois	20	50%	20	50%	20
Adam Peterca	Illinois	20	50%	20	50%	20
Cordell Renner	Illinois	40	100%	40	100%	10
Kelly Thomas	Michigan	40	100%	40	100%	10
Eric Watt	Delaware	20	50%	20	50%	20
Adam Acker	Georgia	20	50%	20	50%	20
David Bienvenu	Florida	50	90%	50	90%	0
Madison Ericson	Colorado	20	50%	20	50%	20
Dominic Guliano	California	50	125%	50	125%	0
Eric Huss	Georgia	50	125%	40	100%	0
Stacy Mann	California	20	50%	20	50%	20
Erica Schmandt	California	30	75%	30	75%	20
JP Speed	Georgia	40	100%	20	50%	10
Josiah Williams	Georgia	40	100%	40	100%	0
Kevin Hammond	Alabama	50	125%	50	125%	0
Lona Pearson	California	20	50%	20	50%	20
Paul Prys	Georgia	20	50%	20	50%	20
Megan Sawyer	Missouri	30	75%	30	75%	15

Key Staff Résumés and Key Information

Our staff is primarily composed of Puerto Rico-registered professional engineers and architects, scientists, and geologists, as well as field support staff.

Tetra Tech has two offices in Puerto Rico – San Juan and Mayaguez – and currently employs over 20 full-time professionals as well as more than 100 technical staff across the island. Also joining our team are several local, on-island subcontractors.

With two offices on the island, Tetra Tech's Puerto Rico operation functions as an extension of our U.S.-based resources offering our clients the full range of the company's technical capabilities. Besides our permanent local staff who work to support municipal, state, and private clients, we often utilize nationwide contracts to augment the type of technical services and highly specialized work which may not be available in the local market. Our Puerto Rico group is managed by personnel with more than 29 years within the Tetra Tech corporate structure, and therefore our local operation has the complete support of our vast nationwide resources.

The team proposed in this section fully complies and exceeds PRDOH's local presence requirements. **Our proposed Deputy Project Manager/Client Liaison, Christina Connor Cerezo, is a highly experienced environmental scientist from Tetra Tech's San Juan office** who will work closely with PRDOH to ensure project success from start to finish. Additionally, Tetra Tech has teamed with several local subcontractors, including CMA Engineers, NORTOL Environmental, Fernando Rodriguez PE & Associates, and Zimmetry Environmental Management Corporation , who are experts in administering environmental testing services throughout the island. As a result of the past project experience between our collective personnel, we offer a skilled and efficient team to perform this important work.

Tetra Tech has been conducting U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) environmental reviews since 2007 and CDBG-DR environmental reviews since 2013. During that time, **our review totals include 68 Tier 1 reviews, over 43,000 Tier 2 reviews, 83 individual Environmental Assessments (EAs), 82 individuals CESTs, and over 12,000 historic preservation reviews.**

Tetra Tech has developed its team organization and staffing with a planned capacity of 2,000 Tier 2 ERRs per week, but can scale this effort as needed to achieve the level of throughput that is desired by the PRDOH. We have built an approach that can achieve this capacity, while maintaining high quality, based particularly on our recent experience on the Louisiana CDBG-DR program, which at one point required the delivery of 10,600 assigned reviews over a 60-day period.

In New York State and New Jersey, we have supported both short-term and long-term recovery efforts from Hurricane Sandy for projects related to housing, infrastructure, community redevelopment, and economic revitalization. Work in each of those states over the last five years has included Tier 2 reviews, individual EAs, individuals CESTs, and historic preservation reviews. In addition, we prepared Tier 1 reviews for New York State.

Our team is experienced with HUD Part 58, and local environmental review requirements such as the Environmental Public Policy Act of Puerto Rico, as amended (Law Num. 416-2004), and the Puerto Rico Permit Process Reform, as amended (Law Num. 161-2009).

We maintain a large pool of dedicated and CDBG-DR-experienced professionals to staff the individual teams needed to support the PRDOH's important work: environmental review, environmental surveys and assessment, environmental testing, specialized services, and QC review.

For the key professionals selected for this project, we have highlighted their roles, the functional areas they will support, and summary of their experience that demonstrates their qualifications in carrying out the work assigned under this contratc. We also have access to hundreds of additional environmental professionals that can be engaged to meet specific requirements and surge demands (as was done with a team of around 50 in Louisiana and over 100 for New York State).

Résumés for our key personnel has been included at the end of this section. As requested in the RFP, we have included a copy of Exhibit C in Tab 2. Exhibit C, Item 3 – Reputation and Managerial, Organization, and Technical Capabilities provides additional information about the key personnel selected for this project.

Organizational Chart

The Tetra Tech team includes four roles with primary responsibility for managing the overall engagement: Program manager (Jonathan Burgiel), Deputy Program Managers (Christina Connor Cerezo and Jeff Dickerson), Environmental Review Manager (John Bock), Environmental Surveys and Assessments and Testing Manager (Chris Burns). The roles and responsibility for each position are listed below.

Role	Responsibility
Program Manager	• Monitor the overall program and review the project health on key performance indicators. Develops project work plans, schedules, cost estimates and other planning documents to meet PRDOH's objectives and requirements. Design framework for and monitor the implementation of project. • Adjust resources to maintain or increase Tetra Tech's ability to deliver throughout the duration of the assignment.
Deputy Program Manager	• Oversee the efforts of Environmental Review and Environmental Surveys and Assessments and Testing Managers during the implementation of projects to ensure timely, cost effective delivery of exceptional service.
Environmental Review Manager	• Lead team with the execution of environmental reviews, categorical exclusions, historical and archeological studies and site-specific Tier 2 reviews.
Environmental Surveys/Assessments and Testing Manager	• Coordinate with leads for the execution of Phase I/II EAs, lead based paint and asbestos risk assessments, radon testing, wetland delineations, biological assessments, and architectural reviews.

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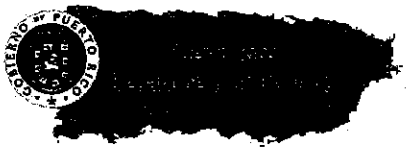
Exhibit 6-1. Organizational Chart



Program Manager
Jonathan Burgiel

Health & Safety
Jonathan Schaefer

Quality Control Manager
Joe Gaviarzewski

Client Liaison/Deputy Program Manager
Christina Connor

Deputy Program Manager
Jeff Dickerson

Environmental Reviews

Task Lead
John Bock

Krista Jack
Cliff Jarman
Genevieve Kaiser
Kathy Monks
Tim Mower
Steven Veith
Beth Williams
Delight Buenaflor
Jay Rose
Matt Adelson

Environmental Testing, Surveys & Assessments

Subtask A: Asbestos Testing
Jeff Mitchell

Subtask B: Lead Testing
Justin Neely
Lead-Based Paint Inspectors

Subtask C: Radon Testing
Randy Mayer

Task Lead
Chris Burns

Field Inspection Lead
Randy Mayer

Phase I ESA Lead
Stacey Durely

Phase II ESA Lead
Carol Nissen

Specialized Services

Historical & Archaeological Studies
Kara Brunzell
Julia Mates
Chris Borstel
James Sexton
Richard Starzak (ICF)

Wetland Surveys & Delineations
Joe Fischl
Lauren McCarrell
Jose Sepulveda, REM (CMA)*

Specialized Services

Phase I & II ESA
Gina Armijo*
Andrew Buchy
Lauren Foster
Karina Kuc
Robert Lanza (ICF)
Paul Pallardy
Adam Peterca
Chris Pettit (ICF)*
Cordell Renner
Neil Sullivan (ICF)
Kelly Thomas
Eric Watt

Field Inspectors

Lead
Adam Acker
David Bienvenu
Brian Connor (Finback)
Madison Ericson
Oneli González (Zimmetry)*
Dominic Gulino
Eric Huss
Stacy Mann
Harry Peña (Zimmetry)*
J. Lynn Preston (Finback)
Carlos Ocasio (NORTOL)*
Carmen Figueroa-Santiago*
Erica Schmandt
JP Speed
Josiah Williams

Asbestos
Patrick T. Connor (Finback)
Kevin Hammond
Pedro Janer (CMA)*
Norma Torres-Lebron (NORTOL)*
Maria Vazquez Montes (NORTOL)*
Hanna Rodriguez-Morales, PE*
Joanne Negrón (Zimmetry)*
Lona Pearson
Paul Prys
Fernando Rodriguez, PE*
Juan Santiago (NORTOL)*
Megan Sawyer

Additional Staff

Sandy Anagnostopoulos
Ewin Ayala (CMA)*
Megan Carson
Jorge Cintron (Zimmetry)*
Heather Conn
Sean Connor (Finback)
David Cook (CMA)*
Bob Creech
Ryan Dickerson
Angel Garcia (CMA)*
Erik Genga
Angeles Gonzalez (CMA)*
Tyler Griffin
Mildred Guzman (CMA)*
Maher Itani
Roxanna Longoria (CMA)*
Raul Matos (CMA)*
Jean Michaels
Giana I. Castro Muñiz (NORTOL)*
Angel Ortega (CMA)*
Jason Padane
Miguel Peña (Zimmetry)*
Fernando Perez (CMA)*
Vadim Petrov
J. Lynn Preston (Finback)
Tim Quade
Isamar Rivera (Zimmetry)*
Ramon Rosado (Zimmetry)*
Hector Sanchez (CMA)*
Edgardo Santana (CMA)*
Mark Sladic
Austin Smith
Carrie Tufts
Ivette Vega (CMA)*
Cesar Vincenty, PE (CMA)*
Patrick Wooliever
Jerry Wright
Laura Ziemke (ICF)*
Mark Stockwell

Denotes Puerto Rico-based staff

Puerto Rico-Based Staff will be regionally based in Tetra Tech's San Juan and Mayaguez offices to efficiently run project operations.

Exhibit 6-2. Key Personnel Experience Summary

Symbol Key

Lead | Asbestos | Radon

Senior Staff

Jonathan Burgiel | Program Manager

Mr. Burgiel has **over 30 years of disaster recovery experience**. His disaster-related work has included serving as principal in charge of over 30 projects, helping clients throughout the country prepare for, respond to, and recover from natural and human-caused disasters. As President of Tetra Tech's Disaster Recovery Business Unit, Mr. Burgiel manages the business operations of all disaster recovery efforts, including preparedness planning, project staffing, logistics, grant administration and agency reimbursement support, program accounting/auditing oversight, and contract negotiations. Currently serving as Project Manager on the Restore Louisiana HUD CDBG-DR Housing Rehabilitation Project, which includes the preparation of over 25,500 Tier 2 environmental reviews and over 6,000 lead risk assessment and clearance inspections.

Jeff Dickerson | Deputy Program Manager

Mr. Jeffrey Dickerson has **more than 20 years of experience in program management,** with extensive experience in technical organizational management, training, and process improvement through technology. He is a military veteran with skills in leadership, training, and personnel development. As the Technical Applications Manager, Mr. Dickerson is responsible for the planning, development, deployment of technical applications supporting HMGP and CDBG-DR programs. He currently serves as deputy project manager on the State of North Carolina Rebuild NC CDBG Program where he managed the HUD-mandated environmental reviews (Tier 2 site specific reviews) and lead-based paint and asbestos inspection program.

Christina Connor Cerezo | Client Liaison and Local Deputy Program Manager

Ms. Connor Cerezo is a Puerto Rico-based project manager with over **17 years of experience**. Ms. Connor Cerezo is currently working as the Community Planning Capacity Building (CPCB) liaison between Puerto Rico's Central Office for Recovery, Reconstruction, and Resilience (COR3) and the Federal Emergency Management Agency (FEMA) as a consultant to COR3; facilitating information and conversation between FEMA staff at the state and municipal level, COR3, state agencies, and the prime contractor to ensure COR3's priorities are aligned with FEMA's Public Assistance policies, and to enable a multi-party process that will guide the development of post-hurricane municipal and island wide long term recovery goals.

Task: Environmental Reviews

John Bock | Task Lead

Mr. Bock is a senior environmental scientist with **over 20 years of experience** in environmental impact analysis, project management, environmental decision making, health and safety planning, and natural resource management and **over 10 years of experience with HUD Part 58 environmental reviews**. He has managed and overseen projects involving the preparation of National Environmental Policy Act documents, Section 7 consultation support, Section 106 consultation support, Section 404 and 401 permit applications, wetland delineations, biological assessments, sensitive species surveys, and architectural and archaeological resources surveys. Mr. Bock has managed the programs involving over 40,000 Tier 2 reviews.

Krista Jack

Ms. Jack is an environmental scientist with **17 years of experience as an environmental consultant and project manager**. Ms. Jack has a diverse background in disaster preparedness and emergency management, Phase I & II environmental site assessments, petroleum remediation, hazardous waste management,

environmental planning and permitting, HUD Part 58 environmental reviews, community involvement & outreach, and storm water and biological services.

Cliff Jarman

Mr. Jarman is a senior environmental scientist with **28 years of experience in the environmental field**, including National Environmental Policy Act (NEPA) compliance, documentation, and training. Mr. Jarman has worked with four states' HUD, Community Development Block Grant-Disaster Recovery (CDBG-DR) programs. He has prepared Tier 1 and Tier 2 Environmental Assessments/Environmental Review Records (EA/ERRs) for housing recovery programs, as well as dozens of housing and infrastructure EAs and CESTs.

Genevieve Kaiser

Genevieve Kaiser has **more than 20 years of experience**, specializing in socioeconomics and Geographic Information Systems (GIS), and has conducted various aspects of natural resources-related research; GIS coordination, data development, and analysis; and report preparation. These analyses have included obtaining and creating geospatial data layers, developing analytical protocols, and applying GIS software to analyze environmental impacts and to produce report graphics.

Kathy Monks

With **over 25 years of industry experience**, Ms. Monks has managed or been the technical lead for numerous remedial investigations/feasibility studies (RI/FS), environmental impact assessments (EIS), EAs, and water resources assessments. She is knowledgeable of federal and state environmental regulations and understands NEPA procedures and requirements, CERCLA/RCRA permitting requirements and regulations, the Clean Water Act, Safe Drinking Water Act and the regulations and guidelines for numerous states throughout the southeastern, southwestern, and western U.S.

Tim Mower

Mr. Mower has **over 25 years of technical and managerial experience** in various aspects of environmental cleanup including applications to remedial investigations, feasibility studies, remedial designs, engineering evaluations and cost analyses, and property transfer. He has extensive field experience in investigations of soil and groundwater for hazardous materials contamination.

Steven Veith

Mr. Veith, CFM is a GIS analyst with **4 years of experience** collaborating with public and private sector clients in GIS and planning projects. He has experience in a wide variety of projects including HUD Part 58 environmental reviews, field surveying, green stormwater infrastructure design, natural hazard planning, mapping, and analysis.

Beth Williams

Ms. Williams has over **16 years of technical and project management experience** on environmental site assessment, emergency response and preparedness, and natural resource damage assessment projects. She has extensive field experience conducting, coordinating and overseeing multi-media sampling events of soil, sediment, groundwater, air, asbestos, and hazardous materials to support EAs and experience in environmental compliance monitoring and permitting.

Delight Buenaflor

Ms. Buenaflor is an environmental scientist with over **19 years of experience** in environmental and biological technical and regulatory work in the private and public sector. Her responsibilities have included performing technical analyses, managing data collection efforts, managing public participation activities, coordination and participation in document reviews, preparation of Draft and Final EISs and EAs and comment response documents, and the preparation of the Administrative Record.

Jay Rose

Mr. Rose is an engineer and lawyer with **25 years of experience** managing environmental compliance activities for programs and projects involving the Department of HUD, Department of Energy (DOE), Federal Energy Regulatory Commission (FERC), Nuclear Regulatory Commission (NRC), other Federal government customers, and non-governmental clients.

Matt Adelson | Wetland Surveys & Delineations

Mr. Fischl has **more than 30 years of experience** in technical management/ consulting and research activities involving both private and public sectors. His consulting/management experience includes ecological site characterization/mapping; threatened and endangered species surveys; wetland delineation, mitigation/ restoration design, and permitting; preparation of NEPA and state program EAs and environmental impact statements; and training and supervision of field research assistants.

Specialized Services – Environmental Reviews

Kara Brunzell | Historical & Archeological Studies

Ms. Brunzell has practiced in the fields of history/architectural history, cultural resource management, and historic preservation since 2007. She has served as a consulting historian on historical research investigations for federal, state, and local governments. Ms. Brunzell has written technical reports including historic survey reports, determinations of eligibility, findings of effect, and Historic Architectural and Engineering Record documentation.

Julia Mates | Historical & Archeological Studies

As a cultural resources project manager at Tetra Tech, she has served as a consulting historian, principal investigator, and resource author. Ms. Mates has contributed to planning and cultural resources management projects throughout the United States. Ms. Mates qualifies as a historian/architectural historian under the United States Secretary of the Interior's Professional Qualification Standards.

Chris Borstel, Ph. D. | Historical & Archeological Studies

Dr. Borstel has **over 35 years of professional experience** as an archeologist and cultural resources specialist in academic, government, and corporate settings. He has extensive experience with environmental studies for disaster recovery; resource management of large and small tracts of land; transportation archeology; wind energy, hydropower, and gas and electric transmission projects; military installations; and multidisciplinary investigations.

James Sexton, Ph. D. | Historical & Archeological Studies

Dr. Sexton has **28 years of experience** in the investigation and documentation of historic properties. He has an excellent understanding of the regulatory environment for above ground cultural resources and the necessary skills to perform survey and documentation studies.

Richard Starzak *(ICF)* | Historical & Archeological Studies

Mr. Starzak, with ICF, has **over 35 years of experience** as an architectural historian, specializing in consultation on behalf of public agencies for compliance with Section 106 of the National Historic Preservation Act (NHPA). He is currently serving as a subject matter expert for compliance with NHPA Section 106 for disaster recovery activities following Superstorm Sandy in New Jersey and Hurricane Maria in Puerto Rico. He is working with the staff of New Jersey Department of Environmental Protection (NJDEP), New Jersey State Historic Preservation Officer (SHPO), HUD Federal Preservation Officer, Puerto Rico Electric Power Authority (PREPA) and Federal Emergency Management Agency (FEMA).

Joe Fischl | Wetland Surveys & Delineations

Mr. Fischl's has regulatory and permitting experience at the state, federal and local program level, including extensive experience with Clean Water Act Section 10/404 permitting, and threatened and endangered species biological assessments relating to Endangered Species Act Section 7 and Section 10 consultations.

He also provides technical direction, recommendations, and evaluations for field sampling procedures for terrestrial and aquatic, vegetation and wildlife resources.

Lauren McCarrell | Wetland Surveys & Delineations

Ms. McCarrell is an environmental scientist with **3.5 years of experience** providing technical and administrative support for clients in the government and private sectors. In her recent work on Tetra Tech's EPA Superfund Technical Assessment and Response Team (START) contract, Ms. McCarrell conducted field investigations to provide technical support to EPA's site assessment activities and response, prevention, and preparedness activities. Ms. McCarrell is responsible for collecting multi-media samples, gathering and analyzing technical information, preparing technical reports, and providing technical support for cleanup efforts.

Jóse Sepulveda, REM *(CMA)* | Wetland Surveys & Delineations

Mr. Sepulveda is a Puerto Rico-based environmental specialist/biologist with CMA **with over 20 years of solid experience** in the environmental and biology field. Mr. Sepulveda has worked several projects where USCOE and DNER permitting was a critical issue under the NEPA, Section 404(b) (1Guidelines, Endangered Species Act, and NHPA. Responsibilities over the years have included preparing EAs, biological assessments, flora and fauna studies, environmental compliance and facilities improvements; TMDLs sampling, and environmental site assessments Phase I.

Task: Environmental Reviews, Surveys & Assessments

Chris Burns | Task Lead

Mr. Burns offers **16+ years of experience** providing management, scientific, environmental, and technical consulting services. Mr. Burns recently served as an Environmental Inspection Program Manager in Texas following Hurricane Harvey, in Florida following Hurricane Irma, and in North Carolina and South Carolina following Hurricane Matthew. Under the CDBG-DR Program, Mr. Burns led teams tasked with performing lead-based paint risk assessments, asbestos inspections, and all other environmental inspections. He also led efforts on behalf of the Restore Louisiana Program (RELA) following severe floods, serving as an Environmental Inspection Program Manager responsible for managing teams of Lead-Based Paint Risk Assessors and all other environmental inspections covered under the RELA CDBG-DR Program. In addition to these recent endeavors and his work responding to the 2017-2018 California wildfires, Mr. Burns managed a 40-person core team of responders and the field schedule for Tetra's Tech's U.S. EPA START contract, with as many as 150+ simultaneous projects with durations ranging from 1 day to 2 years.

Jeff Mitchell | Subtask A: Asbestos Testing Task Lead

Mr. Mitchell is a project manager/environmental scientist with **18+ years of experience.** He has managed a broad range of environmental analysis and permitting programs, hazardous waste programs, hazardous materials and remediation programs, including complex asbestos and lead-based paint programs for Hickam Air Force Base, Tripler Army Medical Center and Fort Shafter in Honolulu and the Vandenberg Air Force Base in California, to name just a few.

Justin Neely | Subtask B: Lead Testing Task Lead

Mr. Neely has **20+ years of experience** in the environmental field, including project management, contractor coordination, scientific research, and emergency response. Mr. Neely's recent work includes providing technical support and supervision in the areas of lead-based paint risk assessment and clearances as a part of the RELA program for flooded homes in Louisiana and as part of the RebuildNC Project for homes damaged by Hurricane Matthew in North Carolina. Mr. Neely also served as an industrial hygienist supervisor responsible for supervision and air monitoring for lead and asbestos abatement on complex projects throughout Louisiana and the Gulf region.

Randy Mayer | Subtask C: Radon Task Lead and Field Inspection Lead

Mr. Mayer has **over 17 years of experience** in the environmental field and is currently part of the EPA Region 4 START Contract for Tetra Tech. He is also assisting local and regional contractors with environmental needs in states including Region 4. Mr. Mayer has been supporting the Restore Louisiana Program, leading a Lea Based Paint Inspection and Risk Assessment team of 12 certified Inspectors and Risk Assessors. He is also working closely with the program to improve overall performance.

Stacey Durely | Phase I ESA Lead

Ms. Durley has **20 years of experience** in environmental consulting, site investigations, and compliance audits and evaluations. She has conducted over 50 compliance audits and evaluations that incorporate pollution prevention analysis and recommendations. Ms. Durley has extensive site investigation and corrective action oversight experience and has conducted waste and recycling pilot studies. In addition, she has performed a variety of environmental testing including well water testing from flood damage and hazardous material assessments.

Carol Nissen | Phase II ESA Lead

Ms. Nissen works in the Tetra Tech Chicago office, and has **more than 30 years of experience** conducting Phase I environmental site assessment (ESA), Phase II ESAs, underground storage tank (UST) removals and remediation activities. Her areas of expertise include Phase I and II ESAs, Leaking UST, brownfield's redevelopment, environmental engineering, geology and hydrogeology. She also has served as on-site resident engineer for asbestos abatement, demolition, containment cell construction, engineered barrier installation, and sediment and soil remediation projects.

Specialized Services – Environmental Surveys and Assessments

Gina Armijo, Phase I & II ESA

Ms. Armijo has **2.5 years of experience** in the environmental field. She recently conducted research for potentially hazardous sites in support of Tier 2 environmental reviews for North Carolina's recovery programs funded by HUD grants in response to Hurricane Matthew. She also served as part of the quality control review team for Louisiana's disaster recovery programs funded by CDBG-DR grants awarded for the unnamed storms of 2016, where she conducted Tier 2 environmental reviews and lead-based paint inspections.

Andrew Buchy | Phase I & II ESA

Mr. Buchy has **4 years of experience** in multi-media sampling, technical reporting/review and sample preparation/ management. He has supported multiple EPA START emergency response initiatives, RAC assignments, and other geotechnical and state/local entity projects. Mr. Buchy recently led a sampling and remediation team for a Phase II ESA around an auto auction yard after a fire incident. He also recently conducted an initial Phase I ESA assessment at a manufacturing facility focusing on run-off and collection pond. During the limited Phase II ESA event, sampling occurred during the next qualifying rain event and sample analysis were also used for a PADEP discharge permit application.

Lauren Foster | Phase I & II ESA

Ms. Foster is an environmental scientist with **9 years of experience** in consulting for public and private sector clients. Project support includes but is not limited to: environmental response including emergency response, emergency removal, and time-critical removal action; support of ICS command structure; multi-media environmental field sampling including groundwater, soil, surface water, sediment, and soil gas; data evaluation; work plan and technical specification preparation; health and safety compliance; construction oversight; due diligence related environmental site assessments and support of property acquisitions; development and presentation of environmental training programs; training exercise design and development in compliance with HSEEP.

Karina Kuc | Phase I & II ESA

Ms. Kuc is an environmental scientist with **4 years of experience**. She has extensive experience with soil, soil vapor and groundwater sampling using various methods; project planning and oversight; Phase I and II ESA projects; technical report writing; project task management; project budget management; and client communication. Her recent work includes serving as an environmental scientist under Tetra Tech's EPA START contract. She conducted field investigations to provide technical support to EPA's site assessment activities and response, prevention, and preparedness activities.

Robert Lanza *(ICF)* | Phase I & II ESA

Mr. Lanza has **37 years of experience** performing environmental, health, and safety assessments of private sector and government facilities; managing preparation of environmental impact statements (EISs); providing regulatory development and environmental program management support to federal agencies; and preparing greenhouse gas emission inventories. In response to Hurricane Sandy, Mr. Lanza supported the State of New Jersey's recovery effort by managing environmental compliance associated with federal disaster relief funds provided by the U.S. Department of HUD under the CDBG-DR grant to support housing, business, and infrastructure repair needs in the counties most impacted by the storm.

Paul Pallardy | Phase I & II ESA

Mr. Pallardy is an environmental scientist and project manager with **6 years of experience**. He provides technical support for clients in the government and private sector, primarily working with the US EPA on the Region 5 START contract. Project support includes environmental field sampling; technical report writing; project task management; project budget management; and client communication.

Adam Peterca | Phase I & II ESA

Mr. Peterca is an environmental/ecological engineer and an US EPA START and RAC project manager and emergency responder with over **8 years of experience**. Mr. Peterca has extensive experience with ecosystem restoration design, including stream and river restoration using natural river structures, wetland, prairie, and forest restoration. In support of these efforts, he is also experienced with performing wetland delineations and assessments, as well as biological and ecological site assessments.

Chris Pettit *(ICF)* | Phase I and II ESA

Mr. Pettit has more than **10 years of experience** in the environmental management and compliance field. He has managed projects specializing in multiphase site investigation and remediation, involving a broad spectrum of environmental media, including groundwater, surface water, soil, air (vapor intrusion), hazardous materials and the use of innovative technologies as remediation techniques. He recently served on a project contract with the NJDEP to provide NEPA expertise for the Environmental and Historic Preservation Review Program Management services supporting the Hurricane Sandy recovery efforts.

Cordell Renner | Phase I & II ESA

Mr. Renner is a project manager with **5 years of experience** as an environmental scientist and provides technical support as an environmental scientist for clients in the government and private sectors. Project support includes project and task management; technical report writing; Dangerous goods handling and shipping; environmental field sampling; project planning; data analysis; residential radon sampling; and client communication. Mr. Renner also provides training support for Tetra Tech and EPA personnel and has helped run yearly trainings for both.

Neil Sullivan *(ICF)* | Phase I & II ESA

Mr. Sullivan has **21 years of experience** in environmental impact assessment, local and federal environmental program management, and compliance with the NEPA. Mr. Sullivan is currently the project manager for a contract with the NJDEP (DEP) to provide Environmental and Historic Preservation Review Program Management services supporting the overall Superstorm Sandy recovery efforts funded by HUD with CDBG-DR resources. Mr. Sullivan is also currently serving as the technical lead for environmental technical assistance to Puerto Rico Central Office for Recovery, Reconstruction and Resiliency (COR3) and grantee agencies and municipalities receiving FEMA Public Assistance grants. Technical assistance is focused on compliance with NEPA and associated laws, regulations, and Executive Orders for infrastructure projects including the power grid, schools, hospitals, roads, and bridges.

Kelly Thomas, Phase I & II ESA and Wetland Delineations

Mr. Thomas is an environmental scientist with **7 years of experience** providing technical support for clients in the government and private sectors. Mr. Thomas is a project manager and emergency responder under the START contract. Mr. Thomas' project support includes environmental field sampling and investigation; technical report writing; project planning; data validation and evaluation; and project and task management.

Eric Watt, Phase I & II ESA and Wetland Delineations

Mr. Watt is an environmental and geotechnical geologist and construction inspector providing technical support for clients in the government and private sectors. Project support includes task management; environmental field sampling (mainly groundwater and asbestos); materials testing includes soil and concrete; oversight of structural fill, concrete, and asphalt placement, test borings for engineering purposes, and monitoring well installation.

Lead-Based Paint Field Inspectors

Adam Acker, Phase I & II ESA

Mr. Acker is an environmental geologist and emergency responder providing technical, and administrative support for clients in the government and private sectors. Project support includes data and task management; technical report writing; quality assurance and quality control for technical documents; environmental field sampling; emergency preparedness and training; and client communication.

David Bienvenu | Field Inspector

Mr. Bienvenu brings **8+ years of experience** in the environmental field. His recent project work includes conducting site assessments, soil sampling, and background air monitoring for the homes affected by the Carr Fire in 2018 and conducting lead inspections, risk assessments, and Tier 2 reviews for the homes affected by the 2016 floods in Louisiana.

Brian Connor *(Finback)* | Field Inspector

Mr. Connor has **1 year of experience** in lead-based paint survey and risk assessment reporting as well as post-treatment clearance examination. Mr. Connor is a trained and accredited asbestos inspector. He has experience with 40 CFR Part 745, 24 CFR Part 35, and is cross trained with 40 CFR Part 61, 40 CFR Part 763, 29 CFR Part 1926.62, and 29 CFR Part 1910.

Madison Ericson |Field Inspector

Ms. Ericson is an environmental scientist with **3+ years of experience.** Her project work has included supporting a range of emergency management/community resilience and environmental efforts, including hazard mitigation planning, emergency response, lead-based paint, groundwater, air, and soil sampling. Her recent work includes supporting the RELA program in response to severe flooding in Louisiana, where she performed lead-based paint inspections and risk assessments of homes impacted by flooding to assess and identify potential risk to the public. She also supported a remedial investigation project for U.S. EPA Region 8 to evaluate the nature and extent of lead and arsenic contamination in approximately 1,200 homes in Pueblo, Colorado.

Onell Gonzalez *(Zymmetry)* | Field Inspector

Mr. Gonzalez has **9 years of experience** conducting environmental testing (asbestos, lead, mold) and other industrial hygiene and air quality analyses throughout Puerto Rico. His recent projects have included conducting lead-based paint and asbestos inspections at the University of Puerto Rico and the Luis Muñoz Marin International Airport.

Dominic Gulino | Field Inspector

Mr. Gulino has **3 years of experience** in the environmental field offering his expertise on Tetra Tech's EPA Region 4 and 5 START Contracts. Mr. Gulino is a certified lead-based paint inspector and risk assessor and has worked on a lead inspection and environmental risk assessment projects in Louisiana and wildfire recovery projects in California. Mr. Gulino is experienced employing a range of technologies to sample for asbestos, heavy metals, silica, mercury, and polynuclear aromatic hydrocarbons and is skilled at setting up devices to communicate measurements and data through telemetry.

Eric Huss | Field Inspector

Mr. Huss brings **29+ years of broad experience** in the environmental field. His primary areas of expertise include Phase I and II ESAs, solid and hazardous waste engineering, site remediation and development, water supply and wastewater engineering, petroleum-related remediation, and storm water management. In response to the recent California wildfires, he led the coordination and management of assessing damage, hazardous materials surveys, air monitoring, and sample collection. In addition, he recently completed numerous Phase I and II ESAs per American Society for Testing and Materials (ASTM) standards for commercial/retail and residential properties construction, and wireless antenna construction, which involved sampling of soil, sediment, surface water, and groundwater.

Stacy Mann | Field Inspector

Ms. Mann is a toxicologist with **4+ years of experience** performing air monitoring, groundwater sampling, soil vapor sampling, and surface and subsurface soil sampling. Her recent projects involved conducting site assessments, asbestos surveys, and post-debris removal soil sampling in response to the California wildfires. In addition, she recently performed lead-based paint inspections and risk assessments of homes in Louisiana impacted by flooding to assess and identify potential risk to the public.

Harry Peña *(Zimmetry)* | Field Inspector

Mr. Peña, founder of Zimmetry Environmental Management Corp., offers **23+ years of experience**, including sampling for air contaminants in demolitions, such as asbestos, lead, particulates and silica. Given his vast experience and professional background, Mr. Peña has served as an expert witness in legal cases related to industrial hygiene and mold.

J. Lynn Preston *(Finback)* | Field Inspector

J. Lynn Preston has **22 years of experience** with conducting asbestos and lead-related activities and EAs relating to 40 CFR Part 745 and 24 CFR Part 35, including for HUD CDBG-DR programs in Texas, New Jersey, New York, and Louisiana.

Carlos Ocasio *(NORTOL)* | Field Inspector

Mr. Ocasio brings over **17 years of experience** in environmental consulting. Mr. Ocasio is licensed as an asbestos inspector, designer, supervisor and project monitor in New York State and Puerto Rico. He is also lead-based paint inspector and risk assessor. He has broad experience conducting environmental testing and air monitoring projects (asbestos, lead paint, mold, fungus) inspections throughout Puerto Rico.

Carmen Figueroa-Santiago *(Fernando Rodriguez PE and Associates)* | Field Inspector

Ms. Figueroa is a Registered Professional Engineer (Lic. No. 22558) with the Puerto Rico Department of State. Since 2007, Ms. Figueroa has been certified as Accredited Asbestos and Lead Inspector by the Puerto Rico Environmental Quality Board. Ms. Figueroa served as Director and Secretary, since 2012, at the Chemical Engineers Institute of the Puerto Rico College of Engineers and Land Surveyors (CIAPR, per Spanish acronym, including serving as the Institute's President from 2014-2016. Since September 2017, she has served as CIAPR's Humacao Chapter President.

Erica Schmandt | Field Inspector

Ms. Schmandt is an experienced lead inspector and risk assessor that has responded to multiple wildfire responses and a flooding event in Louisiana. She is experienced in using radiation detection meters, multi-media sampling equipment, and air monitoring equipment such as multi-Raes, FIDs, PIDs, Drager colorimetric tubes and pumps, Suma Canisters and XRF devices for lead in soil and paint.

Justin "JP" JP Speed | Field Inspector

Mr. Speed is an environmental scientist with **7+ years of experience.** Mr. Speed recently provided technical support and supervision and conducted lead-based paint inspections risk assessments and clearances for RestoreLA project in Louisiana following severe flooding. He has also conducted extensive hazardous materials testing and surveys for wildfire and flood responses and served on Tetra Tech's EPA START contract where he conducted a large-scale investigation of heavy metals and PFAS associated with the leather tanning process, a source for contaminated soil and water.

Josiah Williams, Field Inspector

Mr. Williams is an EPA certified lead-based inspector and risk assessor with **2+ years of experience** and a member of the EPA's Superfund Technical Assessment and Response Team (START). He has been an integral part of the emergency response team and has field experience in Level A, B, and C, as well as, personal protective equipment (PPE). Tasks include: environmental field sampling; preparation and implementation of environmental training programs; health and safety planning, quality assurance and quality control for technical documents; project planning and oversight; and emergency preparedness and training. Most recently, Mr. Williams has been conducting lead-based paint inspections and assessments on homes in Richland County, SC following the 2015 flood and for the State of North Carolina.

Asbestos Field Inspectors

Patrick Connor (Finback) | Field Inspector

Mr. Connor offers **25+ years of environmental experience** with asbestos and lead-related activities, Mr. Connor has most recently served as subject matter expert on the impact of 40 CFR Part 745 and 24 CFR Part 35 to environmental and construction management for HUD CDBG-DR projects in Texas, New Jersey, New York, and Louisiana. Mr. Connor has extensive knowledge of technical standards, inspection techniques, methods of analysis and hazardous material remediation design. He has developed Repair and Maintenance (R&M) Programs and Containment Procedures for lead-based substances and Operations and Maintenance (O&M) Program for asbestos-containing materials.

Kevin Hammond, Field Inspector

Mr. Hammond is a project manager and environmental biologist with **20+ years of experience.** He has recently served as Environmental Branch Director in response to multiple wildfires in California, where he led staff tasked with conducting air monitoring, site assessments, asbestos-containing material surveys, and soil sampling. He has supported a range of U.S. EPA projects, including serving as a senior asbestos inspector tasked with conducting visuals inspections of the sites to identify potential ACBM, collecting bulk samples of potential ACBM, and providing written and photographic documentation of the samples collected.

Pedro Janer *(CMA)* | Field Inspector

Mr. Janer brings **27+ years of experience** in the environmental field with broad expertise in environmental surveys and assessments, environmental inspections (asbestos and lead inspections), and ESA Phases I, II and III. He is knowledgeable of and experienced with PRASA, DNER, EQB, EPA, USACE regulations, and Puerto Rico's permitting process agency, OGPe.

Norma Torres-Lebron *(NORTOL)* | Field Inspector

Ms. Torres-Lebron is a lead-based paint and asbestos professional and industrial hygienist with **29+ years of experience**. Ms. Torres-Lebron has conducted environmental projects throughout Puerto Rico, including environmental surveys and testing conducted following Hurricane Maria. She recently served on an EPA-AHERA Act (Asbestos) Compliance project, where she managed the inspection of 1,500+ schools, including oversight of 20+ accredited inspectors, and oversaw implementation of 300+ EPA-AHERA Abatement Projects, including oversight of 10+ environmental contractors performing permitting, preparation work, abatement procedures, waste disposal and closing.

Maria Vasquez Montes *(NORTOL)* | Field Inspector

Ms. Vasquez Montes brings **15+ years of experience** in the environmental field. She is a licensed Asbestos Inspector and Project Monitor and Lead-based Paint Inspector and Risk Assessor who also offers expertise in microbiological analyses.

Hanna Rodríguez-Morales *(Fernando Rodriguez PE and Associates)* | Field Inspector

Ms. Rodríguez is a Registered Professional Engineer (Lic. No. 23851) in Puerto Rico with **9 years of experience**. Ms. Rodriguez is also an Accredited Asbestos and Lead Inspector by the local Environmental Quality Board and serves as the Geographical Information Systems Analyst. She was appointed as the President of the Risk, Emergency, and Disaster Management Commission at Puerto Rico's Professional College of Engineering and Land Surveying, and Vice-President of the Environmental Engineers Institute. She recently served as one of the lead inspector for the Plaza Palma Real LBP/ACM Survey, in order to comply with the necessary regulatory requirements prior to the demolition and/or remodeling activities of the Humacao facility. Following the survey, she also oversaw, supervised, and managed the abatement of LBP/ACM for Plaza Palma Real.

Joanne Negrón *(Zimmetry)* | Field Inspector

Ms. Negrón brings **10 years of experience** as a lead-based paint and asbestos inspector, project manager, risk assessor, and indoor environmental quality technician. She is also a certified radon inspector. Ms. Negrón is responsible for conducting and overseeing asbestos and lead-based paint testing projects and assessments, and related technical and consulting services and investigations.

Lona Pearson | Field Inspector

Ms. Pearson is an environmental professional with **20+ years of diverse environmental experience.** Ms. Pearson conducts hazardous material surveys; asbestos, lead paint, and mold inspections and surveillance; designs abatement work plans and specifications; performs abatement and demolition oversight; and provides industrial hygiene equipment testing and personnel monitoring. Her most recent experience includes conducting hazardous materials renovation surveys at active military bases throughout the United States in preparation for structure upgrade activities and conducting asbestos assessment and removal oversight during wildfire recovery operations in California.

Paul Prys, Field Inspector

Mr. Prys has **29+ years of experience** in the environmental field. He serves as a senior environmental scientist, senior asbestos consultant, project manager, and emergency responder under Tetra Tech's EPA START contract. Other projects include serving as the senior asbestos inspector and project monitor responsible for providing technical assistance for state and federal regulatory compliance during assessment

and removal activities of approximately 300 acres of asbestos-contaminated demolition debris and soil in Tennessee and 32 community and residential properties located around a former asbestos mill in North Carolina.

Fernando Rodríguez, PE (*Fernando Rodriguez PE and Associates*) | **Field Inspector**

Mr. Rodríguez is a Registered Professional Engineer with **45+ years of experience** in the environmental field. Mr. Rodríguez offers broad expertise in EAs in industrial, commercial and public buildings. He is the President of CHES Services Corp. DBA Fernando L. Rodríguez P.E Associates (FLRA), a chemical/environmental engineering and industrial hygiene-consulting firm. His firm leads projects involving environmental reviews, environmental surveys and assessments, environmental testing (asbestos, lead, mold), environmental services & assessments (Environmental Transaction Screening, Phase I & II ESAs) and specialized services such as UST and septic system assessment.

Juan Santiago ***(NORTOL)*** | **Field Inspector**

Mr. Santiago is a lead-based paint and asbestos professional and industrial hygienist with **28 years of experience**. He has been conducting asbestos/lead-based paint property surveys in response to Hurricane Maria. On a resent EPA-AHERA Act (Asbestos) Compliance project, he oversaw of 100+ EPA-AHERA Abatement Projects, including oversight of 10+ environmental contractors performing permitting, preparation work, abatement procedures, waste disposal and closing.

Megan Sawyer | Field Inspector

Ms. Sawyer has **3+ years of experience** in the environmental field. She has supported a vast range of environmental analysis and reporting projects, environmental geology/geochemistry projects, and hazardous materials surveys. Her most recent experience includes working on sites involving lead removal, groundwater sampling, soil sampling, private well sampling, surface water sampling, and sediment sampling in Missouri, Kansas, Iowa, and Nebraska under Tetra Tech's EPA START contract.

1. Approach to Develop and Implement Each Element

This section addresses Item 6.3.1 of PRDOH's request for proposal (RFP).

Tetra Tech's approach to this project to achieve the following results draws on our experience, innovative set of technology-based standard operating procedures (SOP), and our people:

1. **Speed to Help Disaster Survivors Recover Faster:** Tetra Tech has the nation's largest environmental staff and SOPs optimized from performances of 43,000+ Tier 2s and 14,000+ lead/asbestos/radon tests within the last 5 years. We are able to quickly stand up an expert team of environmental specialists to complete the Puerto Rico Department of Housing's (PRDOH) environmental testing requirements faster than any other firm in the country.
2. **Quality Work Products:** For example, our Tier 2 program, with its extensive quality control (QC) procedures, produces high-quality Tier 2 reports that the U.S. Agency of Housing and Urban Development (HUD) has recognized as best management practices (BMP) in the industry.
3. **Cost Savings so More Money Goes to Help Survivors, not Contractors:** We implement streamlined, technology-based processes that significantly reduce costs to perform environmental services required by PRDOH, thereby providing more funding to assist disaster victims, not expensive contractors.

ENR Engineering News-Record Tetra Tech Rankings

- 1 Water
- 1 Environmental Science
- 1 Solid Waste
- 1 Treatment/Desalination
- 1 Wind Power
- 2 Dams & Reservoirs
- 4 Top 500 Design Firms

Because of our experience performing large Community Development Block Grant – Disaster Recovery (CDBG-DR) projects and time-tested SOPs, **Tetra Tech guarantees it can complete the 6,000 Tier 2 reviews within 60 days of agreement of finalizing program design, with a goal of completing 100,000 in 6 to 8 months.**

Tetra Tech's Environmental Team, the largest in the nation as measured by *Engineering News-Record* (ENR) (including two offices in San Juan and Mayaguez), has worked on every state-led HUD CDBG-DR program in the Country over the last 5 years.

Project Management Approach

Tetra Tech's ability to manage the unique and challenging contract will rely on application of established systems and approaches tailored to the program's needs. Additionally, Tetra Tech knows Puerto Rico, as our local offices and staff have been on-island for the past 20 years. Our processes developed over years of mobilizations allow us to: (1) manage a large multidisciplinary team across a large geographic area; (2) manage costs; (3) meet documentation requirements; (4) manage the high volume of applicants, requiring quick turnaround to return residents to their homes; and (5) communicate effectively with PRDOH.

> Tetra Tech recently completed nearly 13,000 Tier 2 reviews within 90 days for Restore Louisiana (ReLa). We guarantee PRDOH we will complete the 6,000 initial Tier 2 Reviews in 60 days after finalizing program design.

Project Kickoff and Planning

Tetra Tech will stand up a seasoned **Strike Team** within 5 business days of notice to proceed (NTP) including Tetra Tech's Project Manager, Deputy Project Managers, and Task Leads. These individuals have successfully completed CDBG-DR environmental program work for the Restore Louisiana (ReLa) Program and North Carolina (RebuildNC), coupled with members of our two local Puerto Rico offices in San Juan and Mayaguez. We guarantee we will "hit the ground running" for PRDOH as we have for ReLA and RebuildNC.

> **DID YOU KNOW?**
> *"FAST TRACK" PROPERTIES – KEY TO A QUICK START*
>
> - Identify fast track properties... minimal time to process
> - Coordinate with Intake/Eligibility for immediate assignment
> - Coordinate ERR, Sample and Damage Assessment
> - Results delivered simultaneously to Intake/ Eligibility
>
> Tetra Tech will reduce ERR/Sample/DA turnaround by over 7 days with this approach

The timeline on the following page highlights major activities during pre-contract and contract execution phases that contribute to our ability to outperform all others in the industry.

> The Program and Project Analysis will build a program able to handle a high volume of applicants, and produce deliverables that are consistent, accurate, and prepared at reasonable cost.

As described in greater detail under Subsection 2, our most important activity during this phase is conducting meetings with PRDOH and relevant stakeholders to achieve the milestone of agreement among them on parameters of the program.

	Task	Description	Team
Contract Execution and Project Planning	**Contracting**	• Finalize and Execute Contract between Tetra Tech and PRDOH • Issue RFQ for additional MWBE or Section 3 subcontrated resources • Finalize and Execute Contracts with Subcontractors	*Management Unit*
	Staffing	• Implement Section 3 staff recruitment plan • Begin onboarding of additional staff as required for implementation	*Management Unit*
	TetraLinx	• Set up the TetraLinx enterprise resource program to being tracking financial information associated with the PRDOH projects.	*Finance & Administration Unit*
	Internal Team Coordination Meetings	• Review and discuss program policies, designs, needs, issues, and risks. • Compile for PRDOH review existing Tetra Tech program policies and procedures (P&P), reporting templates, and other appropriate resources. • Draft PRDOH RFI regarding current program information to date including: applications, inquiries, grants, tracking mechanisms, expenditures, etc.	*Tetra Tech Team*
Contract Execution — Program Design (2 Weeks)	**Project Start-Up Meeting**	• Strike Team meeting with key PRDOH staff in San Juan to establish working relationships • Work with PRDOH to identify/establish program goals, performance measures, and timelines • Submit and discuss PRDOH RFI regarding current program information to date • Review status of Tier 1 environmental services contrat and deliverables • Request/provide system access for required IT systems • Schedule and attend follow-up meetings with individual stakeholders as appropriate to include: PRDOH staff, HUD, and other PRDOH contractors	*Strike Team*
	Policy and Program Review	• Design/modify program P&P in accordance with Tier 1, grant guidance and regulations, action plan, federal register and state policies • Identify and plan to mitigate program risk as it exists in program policies • Review and approve program policies • Adapt P&P for unique program components	*Strike Team*
	Communication	• Establish Communication intake and response Standard Operating Procedures (SOPs) • Establish document management and information systems	*Management Unit & Strike Team*
	Work Plan and SOPs	• Develop, deliver, and receive PRDOH approval project work plan and schedule • Deliver and receive PRDOH approval for SOPs • Develop workflows for program implementation	*Strike Team*
Contract Execution — Mobilization (60 days)	**Logistics**	• Standup East and West operations offices and equipment setup in San Juan and Mayaguez • Setup and prepare mobile data collection devices	*Tetra Tech Team*
	Staffing	• Mobilize Operations and Technical staff • Hire and train local resources for Site Inspection	*Tetra Tech Team*
	Training	• Verify communication and reporting protocols • Perform checks of technology and verify staff proficiency • Train staff on safety plan	*Tetra Tech Team*
	Operations	• Deliver 6,000 Tier 2 reviews in 60 days • Begin delivery of LBP, asbestos, and radon assessments in the field	*Tetra Tech Team*
Program Management (Year 1)	[illegible]	[illegible]	

This effort includes developing standardized protocols compliant with HUD and PRDOH, finalizing a mobilization schedule, sharing initial Tier 2 templates we have designed based on PRDOH's programmatic agreement, establishing performance metrics, and instituting reporting requirements.

Project Delivery

The environmental reviews that Tetra Tech will perform for PRDOH will be consistent, accurate, quickly developed and delivered, and cost-efficient. The program design phase discussed during project planning will directly affect our ability to perform Environmental Reviews efficiently.

DID YOU KNOW?

AGGRESSIVE GOALS... UNPARALLELED CAPACITY

- Large assignments = Minimize coordination complexity
- Optimized routing... EPR and sampling in parallel
- Early GIS map & analysis ... find issues early
- Automated data collection and processing

Tetra Tech will deliver PRDOH 1,500 EPRs/week

Tetra Tech is prepared to bring to bear for this program local and national resources, our state-of-the-art technology, and streamlined processes, including:

- **Geographic Information System (GIS) Resource Screening Tool,** which is structured on a GIS database of resource data obtained from PRDOH and sources throughout island.
- **Review Management System,** which integrates the various teams and components involved with environmental reviews via a cloud based virtual project/property tracking, mapping, field observation reporting system, including posting of review documents and completed QC reviews.
- **RecoveryTrac-ES™,** which is a mobile data collection system that captures and uploads field inspection data and photography.
- **Process Management System,** which manages the pipeline of Tier 2s and lead-based paint (LBP) Risk Assessments, and continually monitors for bottlenecks and slowdowns. By identifying these issues in real time, we can right-size resources to virtually eliminate delays, meet aggressive production goals, compress delivery timelines, and still provide the flexibility to accommodate changing program priorities and needs.

- **Document Workflow Automation**, which, once program protocols and specific PRDOH requirements are loaded into the workflow, generates and manages engine program deliverables, and if necessary, prioritizes them based on set business rules and strict QC standards

Environmental Reviews

Tetra Tech will provide the following environmental reviews for PRDOH as requested. Our processes for acceptance, quality assurance (QA), delivery methods, and schedule are addressed in Subsections 2 and 5 of this document.

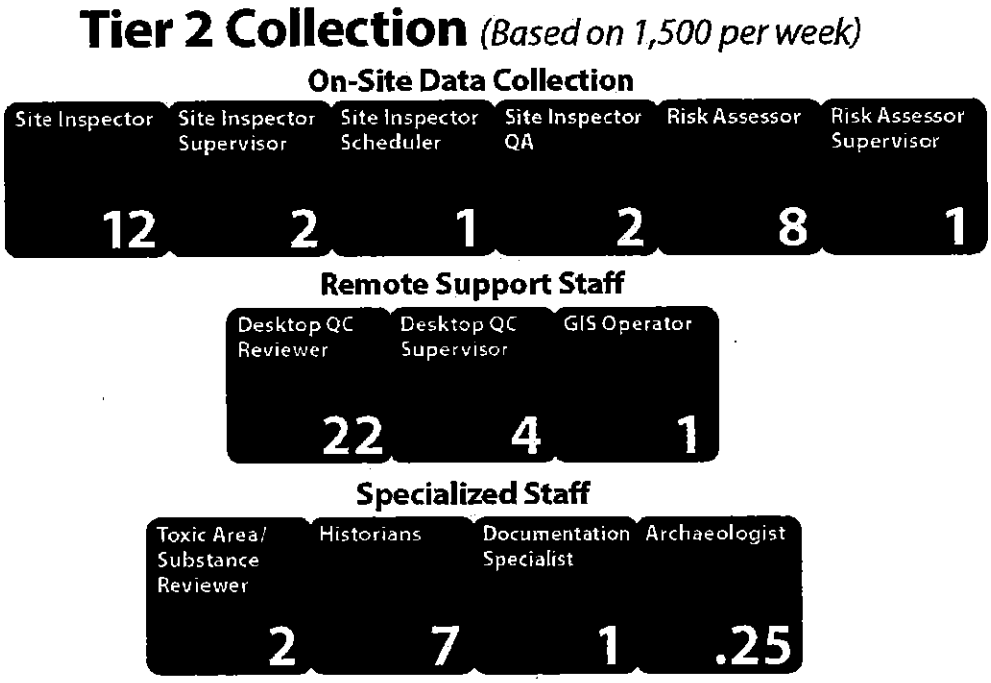
Exempt Review	Tetra Tech will prepare draft and final versions of the Certificate of Exempt Activity documenting this finding and compliance with the Airport Hazards, Coastal Barrier Resources, and Flood Insurance requirements under 24 *Code of Federal Regulations* (CFR) Part 58.6.
Categorical Exclusion Review – Categorical Exclusion not Subject to 24 CFR Part 58.5 (CENST)	Tetra Tech will prepare draft and final versions of the Certificate of Categorical Exclusion documenting this finding and compliance with the Airport Hazards, Coastal Barrier Resources, and Flood Insurance requirements under 24 CFR Part 58.6.
Categorical Exclusion Review – Categorical Exclusion Subject to 24 CFR Part 58.5 (CEST)	Tetra Tech proposes a review process based on other CDBG-DR environmental reviews that results in: (1) developing draft and final versions of the Certificate of Categorical Exclusion Environmental Review Record (ERR), including the Statutory Checklist for a CEST; (2) publishing the Notice of Intent to Request Release of Funds (NOIRROF) in one local newspaper; and (3) mailing the NOIRROF to recipients on a distribution list approved by PRDOH. As needed, Tetra Tech will also prepare draft and final versions of the early and final floodplain/wetland notices, and the eight-step documentation for Executive Orders 11988 and 11990.
Environmental Assessment Review	Tetra Tech will submit draft and final versions of the Environmental Assessment (EA), including the Statutory Checklist and Environmental Assessment Checklist, and the Finding of No Significant Impact (FONSI)/NOIRROF. As needed, Tetra Tech will prepare draft and final versions of the early and final notices and the eight-step documentation for Executive Orders 11988 and 11990.
Environmental Impact Statement	Tetra Tech will submit draft and final versions of Environmental Impact Statement (EIS) scope, schedule, and budget to address specific activities and issues associated with the project.

Tier 2 Reviews

Tetra Tech's Tier 2 approach integrates technology and streamlines processes in a manner scalable to address the thousands of applicants who immediately qualify and await assistance, along with those one-off late arrivals to the program.

When awarded this contract, Tetra Tech will complete 6,000 Tier 2 Reviews within 60 days.

To achieve this aggressive schedule, Tetra Tech will establish separate teams—East (San Juan) and West (Mayaguez)—to support the functions of site inspection, desktop review, and QA/QC review. The following graphic illustrates the sample staffing plan we will utilize to achieve these results:



On-Site Field Data Collection: Inspector assignments are provided optimized inspection routes to maximize efficiency. Tetra Tech's cloud-based site inspection software application is loaded onto tablets, which allows for real-time, electronic transmittal of completed reports to the review management team for desktop QA/QC.

Desktop Reviews: Tetra Tech desktop reviewers use the uploaded field observation report and a customized GIS environmental review tools to evaluate each application against the proposed

site activity, and the site location relative to the applicable compliance factors. Use of Tetra Tech's information technology (IT) tools (GIS-based resource screening tool and review management system) will be critical to achieve efficient and accurate completion of Tier 2 reviews.

To complete the environmental review of each property, Tetra Tech has performed significant up-front research on available data in Puerto Rico and has developed a process to acquire date of construction and valuation data regarding PRDOH property assignments.

- **GIS Screening:** Using the project footprint, GIS automation will screen each applicant property against GIS data, accurately assess compliance status, and generate a series of maps documenting our findings.
- **Review Management System:** Through the cloud-based management system, our desktop reviewers will use field observation reports combined with GIS mapping, and other data, to determine whether the associated property is in compliance with federal laws and regulations, and identify those that require additional action (e.g., lead risk assessment, asbestos risk assessment, Phase 1, etc.).

Specialized Staff: If one or more compliance factors cannot be adequately addressed, Tetra Tech will coordinate with PRDOH regarding additional on-site inspection/survey or the appropriate level of additional environmental review involving Specialized Staff. In these instances, the site likely will be treated as a separate project and may be subject to agency consultations—and the process of environmental review and publishing or posting of notices may be implemented for that individual site.

Environmental Surveys and Assessments

Tetra Tech's experience includes provision of environmental services to thousands of commercial and government facilities across the country and within Puerto Rico each year. Recipients of these services range from small commercial clients to large commercial portfolios, to federal clients including the U.S. Environmental Protection Agency (EPA) and the U.S. Department of the Navy.

Phase I Environmental Site Assessment (ESA): Tetra Tech utilizes its deep bench to complete thousands of Phase I ESAs in every state within the United States, and in Puerto Rico. These ESAs accord with ASTM International (ASTM) Standard E-1527-13, *Standard Practice for*

Environmental Site Assessments: Phase I Environmental Site Assessment Process. A Phase I ESA intends to identify recognized environmental conditions (REC) within and near the project site that could warrant further investigation under a Phase II ESA. The Phase I ESA conducted during this project will be supervised by an experienced Environmental Professional (as defined by ASTM 1527-13, Section 7.5.1) with at least 5 years of relevant experience in preparation of Phase I Reports, and with emphasis on All Appropriate Inquiries (AAI) protocols. The final Phase I ESA Report will be approved and signed by a qualified Environmental Professional, as established by the AAI.

Environmental Testing

Tetra Tech's mantra for running project operations is our belief that certified **inspectors need to be highly trained and use state of the art operating procedures and technology to be efficient.** To accomplish this Tetra Tech will thoroughly train our staff using our time-tested standard operating procedures and integrated technology to efficiently run the program.

Inspections and Testing Resources: We have already identified resources that can begin operations regarding the following within a 48-hour notice:

- **Asbestos:** Tetra Tech will utilize its certified Puerto Rico Environmental Quality Board (JCA for its Spanish Acronym) Asbestos Inspectors to perform asbestos inspections; additionally, Tetra Tech will onboard additional local Puerto Rico staff, and train and certify them for this portion of the work.
- **LBP Risk Assessment:** Tetra Tech will perform the necessary lead inspections, risk assessments, or lead clearance inspections using our local, onboarded, trained, EPA-certified Lead Inspector/Risk Assessors.
- **Radon:** Tetra Tech will utilize our U.S-based certified radon staff to help set up the program, and will hire and arrange training and certification of local staff to take over the program on the island.

During ReLa, Tetra Tech completed 500 LBP risk assessments weekly, totaling more than 6,000 LBP risk assessments during the project, most completed within the first 90 days.

Testing: Tetra Tech has the following laboratories already under contract that can handle the immense throughput of samples for a program as large as this: Environmental Testing

Laboratories, Accurate Analytical Testing LLC, and AccuStar Labs. All these labs have the full capacity to service this type of program whereby hundreds of samples are collected daily; moreover, Tetra Tech has a Puerto Rico Lab (Zimmetry Environmental) on our team to assist with quick turnaround for applicants that may require that for risk assessments and test results.

- **Asbestos:** The asbestos survey will accord with National Emissions Standards for Hazardous Air Pollutants (NESHAP) regulations as adopted by EPA, 40 CFR Part 763 (Asbestos Containing Material in Schools), 40 CFR Part 1926.1101 (Construction), and 40 CFR Part 61 (Subpart M) (Hazardous Air Emissions), as these may be applicable.
- **LBP Risk Assessment:** Tetra Tech uses the Heuresis PB200i x-ray fluorescence (XRF) spectrometer exclusively to identify LBP hazards as defined in 40 CFR Part 745.65. These units provided 95% confidence on readings that take only 5 seconds to register, compared to 60-second readings by most other units.

- **Radon Testing:** Tetra Tech applies the American Association of Radon Scientist and Technologists, Protocol for Conducting Measurements of Radon and Radon Decay Products in Homes (ANSI-AARST MAH-214).

Reports: Tetra Tech will utilize a web-based technology platform for generating reports within a comprehensive process management software framework tailored to the environmental inspection and disaster recovery industry. These automated reports regarding environmental testing activities will include internal and external QA/QC checks to ensure that PRDOH receives consistent, high-quality reports within a highly expedited timeframe.

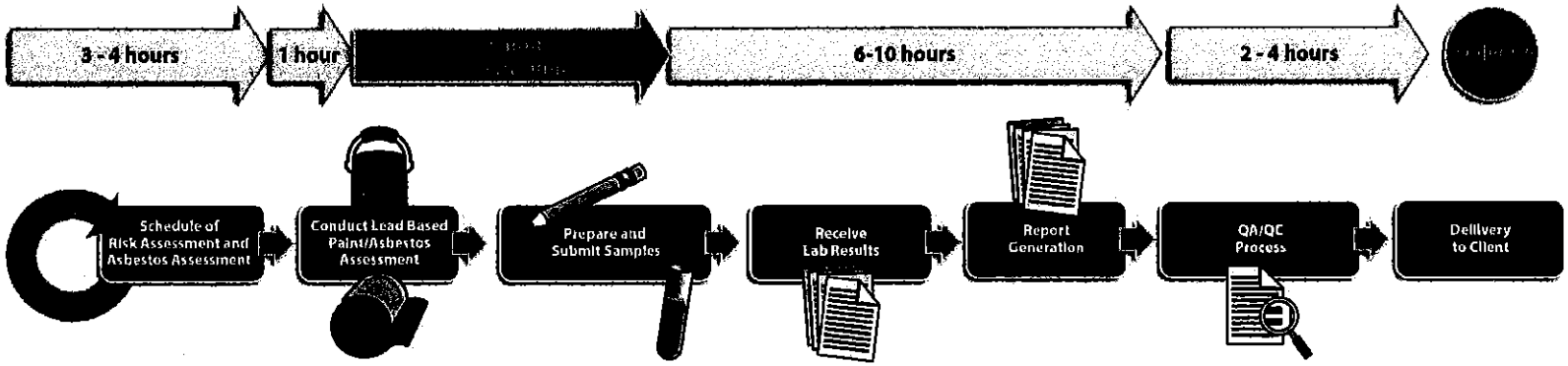
> Historically, disaster recovery lead and asbestos inspection turnaround times were measured in weeks. *Use of electronic data capture has reduced that turnaround time to an average of 5 days.*

- **Asbestos:** The report will include quantification of asbestos-containing materials (ACM), discussion of analytical results, and conclusions regarding the findings. Report attachments will include analytical results, certifications, sample location figures, and photo documentation.

- **LBP Risk Assessment:** The LBP risk assessment report will comply with HUD's Lead-Safe Housing Rule (LSHR) (24 CFR Part 35). The risk assessment report will be available within 5 business days of field work completion.
- **Radon:** The radon report will include basic information—name of the company, contact information, measurement results, deviations from standard protocol, temporary conditions, recommended actions, and identification of the measurement professional responsible for adherence to the following protocols:
  - Current certification identification (ID) numbers
  - Detector model or type
  - Detector serial number(s)
  - Name and identification number of the service or organization used to analyze detectors
  - Beginning and ending dates and times of the exposure period
  - Information on detector locations such as a diagram, photo, or verbal descriptions
  - Radon information sources.

The following graphic contrasts the typical timeline for risk assessments, asbestos inspections, and LBP inspections (including generation of reports and completion of QA/QC procedures) with Tetra Tech's much shorter timeline for completion of those activities:

Traditional Timeline – Risk Assessments, Asbestos Inspections, and LBP Inspections



Tetra Tech Method – Expedited Timeline for LBP and Asbestos Inspections will speed recovery and produce cost savings for PRDOH.

Specialized Services on Standby

Tetra Tech, as a leader in environmental services, is ready to bring to bear the resources of a 17,000-person firm to meet the needs of Puerto Rico's recovery. These services include:

Wetland Evaluations and Delineations	To determine the extent of wetlands in the project area, the delineation will apply the wetlands identification methodology described in the Regional Supplement to the 1987 U.S. Army Corps of Engineers (USACE) Wetlands Delineation Manual, 2011: Caribbean Island Region (Version 2.0).
Phase 2 ESA	The Phase II ESA will accord with ASTM Standard 1903-11. This may include need for drilling operations, subsurface soil sampling, groundwater sampling, installation of temporary monitoring wells, indoor and outdoor vapor intrusion sampling, and indoor air sampling.
Historical and Archaeological Studies[1]	Standard Project Review: This task will include: (1) a records search to determine historic/archaeological significance, and (2) agency consultations. Additional Investigations: Investigations will focus on identification of previously recorded or unrecorded resources, assessment of effects on those resources, and a report detailing findings of these investigations. PA First Tier Allowances and Second Tier Allowances screenings: Staff will perform the studies necessary to comply with Section 106 and Section 110 of the National Historic Preservation Act.

[1] The Programmatic Agreement Among the Federal Emergency Management Agency, the Puerto Rico State Historic Preservation Officer, and the Puerto Rico Emergency Management Agency (PA), and its amendment and the PRDOH addendum, serve as the primary guidance for historic preservation reviews under Section 106 of the National Historic Preservation Act; throughout this discussion, these documents are collectively referred to as the PA.

Other Specialized Environmental Services

Tetra Tech is prepared to deliver other specialized environmental services as needed by PRDOH, including:

- USACE Permits
- Biological Assessments
- Additional Site Inspections (to resolve issues such as potential site contamination)
- Architectural Reviews
- Potable Well Testing
- Septic Tank Testing
- Aboveground and Underground Storage Tank Testing
- Mold Testing
- Hazardous Materials Surveys.

2. Management Structure for Controlling Work, Coordinating with PRDOH, and Resolving Problems

This section addresses Item 6.3.2 of PRDOH's RFP.

Tetra Tech has developed a time-tested "systems approach" to quickly identify and resolve issues that arise during a CDBG-DR environmental review project. Tetra Tech has progressively improved this approach over the last several years when performing CDBG-DR environmental projects for the States of New York/New Jersey (Hurricane Sandy), Louisiana (2016 Floods), North Carolina (Hurricane Matthew), Florida (Hurricane Irma), and Texas (Hurricane Harvey)—during which Tetra Tech conducted a grand total of more than 43,000 Tier 2s and 14,000 LBP, asbestos, radon, and other site-specific environmental assessments.

Housing rehab and reconstruction projects funded by CDBG-DR involve geographically dispersed property locations and property ownership documentation issues requiring resolution from time to time. For the program to run smoothly, limitation/mitigation of these difficulties and problems should occur up front via careful

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WHY GIVE US YOUR TOUGHEST PROBLEMS?

- We offer the most experienced staff and innovative solutions
- We have seen this before... leverage our best practices
- Highly experienced working with HUD to solve special needs

"Tetra Tech relieves the problems PRDOH will face. We are your problem solvers!"

planning, and cases with issues that cannot be mitigated should be identified quickly and resolved immediately to ensure efficiency and cost effectiveness of the program.

PRDOH is best served by Tetra Tech's proactive approach to project issues management—a system based on years of CDBG-DR experience that focuses on (1) up-front planning, (2) constant evaluation of the project's productivity and accuracy, and (3) course correction when needed before significant impact on overall project success occurs.

Tetra Tech's approach to mitigate issues before these occur and quickly resolve issues that do occur is based on the following five-step process:

Tetra Tech's Approach to Mitigating and Resolving Issues

1. *Develop a Seasoned Management Team and Organizational Structure*
2. *Perform Comprehensive Up-Front Project Planning*
3. *Develop SOPs and Train Staff*
4. *Develop Key Metrics and Daily Cloud-Based Report Dashboards*
5. *Hold Periodic Management Project Progress and Issues Resolution Meetings*

STEP 1 – Develop Management Organization Structure to Speed Communication and Resolve Issues

Our management team will work closely with PRDOH to control all aspects of the work (such as scope, schedule, budget, and quality), and to address issues early and effectively. Our streamlined management structure is designed to anticipate and resolve problems at the lowest level possible by quickly identifying and resolving issues when these arise.

> Tetra Tech believes in transparency, and via Tetra Tech's program management tools, integrated program dashboard, and customizable reports, PRDOH will have full access to Tetra Tech and to project work.

- **Project Team:** Tetra Tech's Program Manager, Jonathan Burgiel, will serve as the single point of contract with the PRDOH Project Manager, while John Bock and Chris Burns will serve as Task Managers of the Environmental Review and Environmental Surveys and Testing tasks, respectively. Christina Connor Cerezo, an expert environmental scientist from Tetra Tech's San Juan office, will serve as deputy project manager and client liaison. Jeff Dickerson, who previously served as Mr. Burgiel's deputy on Louisiana and North Carolina CDBG-DR environmental projects, will serve as Deputy Project Manager. All five individuals have worked closely together recently on successful CDBG-DR environmental projects. Because of their extensive CDBG-DR environmental experience, they will be able to mitigate up front many issues that affected those state projects.
- **Program Management Office:** We will centralize most program management functions at our local San Juan office, but will also operate out of Tetra Tech's existing Mayaguez office to provide management staff within both the metropolitan San Juan and west areas of the island for rapid resolution of region-specific issues.
- **Communication:** We expect a close working relationship with the PRDOH's Project Manager to proactively avoid issues during PRDOH's CDBG-DR project. Periodic meetings (discussed in Step 5 below) with Tetra Tech's management team will occur to review project progress and resolve any issues that may arise.

STEP 2 – Perform Comprehensive Up-Front Project Planning

As discussed in the first subsection, our team believes comprehensive up-front planning prior to implementation is critical to mitigate issues that could slow progress and/or result in project delays later in the project.

> Up-front planning and project setup will target and address issues that add cost and delay to the project.

The first step in the up-front planning process will be an in-depth, on-site meeting with PRDOH to discuss issues that have adversely affected other similar state programs and methods for avoiding such issues on the project and obtain data needed for the project. A data request and meeting agenda will be provided to PRDOH prior to the meeting.

During the kickoff meeting, Tetra Tech's Team intends to discuss and achieve concurrence with PRDOH on the following programmatic areas:

Program Design Topics to be Addressed at Project Kickoff Meeting with PRDOH Management Team		
HUD and PRDOH Standards and Feasibility	Intake Process	Compliance Documentation Checklist
Performance Metrics	QA/QC Requirements	Applicability and requirements for Environmental Impact Statement (EIS)
GIS Database Requirements	Regulatory Agency Interaction Protocol	Outreach and Program Priorities
Agency Databases to be Reviewed	Reporting Requirements	HUD Environmental Review Guidance
Mobilization Schedule	Tier 1 Review (Separate Contract)	Program Management Contracts
Tier 2 requirements and templates	Listing of eligible properties	Workflows and processes

Expectedly resulting from this kickoff meeting will be a complete implementation plan for the project that mitigates issues which the Tetra Tech team has encountered during prior projects of this type. Tetra Tech will develop SOPs based on the implementation plan as described in Step 3 below.

STEP 3 – Develop SOPs and Train Staff

Tetra Tech will develop a SOP for each project task so we deliver consistent work products and mitigate issues of data quality or errors. Once PRDOH approves these SOPs, we will train our

staff on each element of the work and how to implement the SOPs correctly. Tetra Tech will conduct small-group, in-person, and webinar (Skype)-based training. After completion of training, one-on-one reinforcement trainings will be delivered, and work performed by staff will undergo a QC protocol daily.

Tetra Tech has applied this integrated process of developing standard SOPs, training staff, and conducting follow-up work product QC during each of our environmental CDBG-DR projects as a way to successfully mitigate data quality issues. We will apply this same process to ensure that data and resulting reports developed for PRDOH are of the highest quality, and will not cause issues during project implementation.

STEP 4 – Develop Key Metrics and Daily Cloud-Based Report Dashboard

Tetra Tech will develop and track daily a set of key project metrics (identified as part of the project kickoff meeting in Step 1 above) to help measure project performance and **identify issues in near real time that have to be resolved.**

> For example, we have found that issues such as delays in receiving Construction Intent data from program cost estimators can affect Tier 2 delivery because construction intent can require different Tier 2 templates. We track these data to help us identify pinch points in the system that slow delivery of work product, so we can isolate the issue delaying delivery and take corrective measures to fix it.

These metrics will be shared with PRDOH daily by use of cloud-based tools including SharePoint, PowerBI, and others that will integrate with PRDOH program dashboards and reports to keep PRDOH apprised of the environmental project's performance. We have found that tracking these key project metrics effectively indicates the health of a project and performance of the Tetra Tech team. This also helps us identify elements of each subtask that may require additional staffing to meet daily project delivery goals.

Tier II Pipeline By Process Step

			Tierll Process (Average Days to Complete)				
				Structure			
Assignment Date	Tierll Count	Tierll Total	Site Insp.	Age	Historical	GIS/Desktop	QC/Upload
2017	22,916	16.1	8.7	3.1	0.9	2.2	3.5
May	5,828	12.3	4.2	7.6	0.3	1.0	0.1
Jun	3,834	16.1	5.9	5.3	0.4	2.5	0.1
Jul	2,723	8.4	2.8	0.8	0.4	2.1	6.2
Aug	6,354	16.9	12.5	0.3	1.6	2.5	6.0
Sep	3,467	28.5	17.8	0.3	1.8	3.4	6.8
Oct	260	7.1	3.2	0.8	0.5	2.4	1.0
Nov	241	7.4	2.8	0.6	0.5	3.1	1.4
Dec	209	10.2	4.4	0.8	0.5	3.2	1.2

STEP 5 – Hold Periodic Meetings of Tetra Tech and PRDOH When Needed to Identify and Resolve Issues

The final step in the process is to hold periodic meetings of key project staff to review the key project metrics in order to identify delivery issues and take corrective action when needed. These meetings will include internal daily Tetra Tech team project management staff to note issues rapidly as these occur (typically identified through a drop in a key project metric). We have found this time-tested Step 5 very helpful to mitigate issues up front and resolve issues quickly, particularly early in the project when SOPs are implemented, but throughout project delivery as well.

We propose implementing Step 1 (project kickoff meeting to address key issues) of this 5-Step approach as soon as we are awarded the project.

3. Ability to Effectively Incorporate Subcontractors into Overall Project Organization

This section addresses Item 6.3.3 of PRDOH's RFP.

Tetra Tech has developed a successful strategy for integrating businesses partners into our disaster recovery programs. Our team is dedicated to provide opportunity for all-sized companies to participate—from unskilled labor suppliers to those firms with specialized skill in a niche market. Our solution includes the following:

> Tetra Tech onboarded more than 3,000 inspectors, and worked with more than 30 subcontractors during the 2017 Hurricane season in Texas, Florida, and Puerto Rico.

Subcontractor Outreach and Intake: In 2014, Tetra Tech established a national Disaster Recovery Subcontracting Outreach and Intake Program dedicated to engage and cultivate partnerships with entities ranging from large multinational engineering firms to minority- and woman-owned business enterprises (MWBE), and Section 3 businesses. We have implemented this program following some of the nation's largest disasters, most recently following the historic 2017 hurricane season.

For this engagement, we have established a subcontractor intake program specifically for Puerto Rico-based businesses, identifying the following NAICS codes applicable to this project:

NAICS Codes					
541620	**541330**	**541611**	**541618**	**541690**	**624230**

Upon award, Tetra Tech will continue to conduct outreach via a wide variety of media including social media, dedicated websites, and local job fairs. Interested subcontractors will be able to submit a Statement of Qualifications (SOQ) via the subcontractor portal.

Because we understand the need to ramp up quickly on this contract, we have completed considerable up-front work with several subcontractors that will enable us to obtain subcontractor support within weeks of contract award. We have pre-screened the following businesses and identified their areas of expertise. First-tier contractors are listed on the following page, and a list of second-tier contractors ensues thereafter.

Exhibit 7-1. First and Second Tier Subcontractor Listing

Company	Expertise
CMA Architects & Engineers LLC*	• LBP Inspections • Asbestos Inspections • Phase I and II ESAs • Ecological Studies • Permitting
Fernando Rodriguez PE & Associates*	• Asbestos Containing Materials (ACM) Inspections • Lead-Based Paints (LBP) Management • Environmental Engineering
FinBack 670 (Service Disabled Veteran Owned)	• Program Management Platform • Scheduling • Automated Reporting • Asset Management • Analytical Services
ICF	• CDBG-DR Grant Program Management • Environmental Reviews • Historic Preservation Reviews • Tier I ESAs • Technical Assistance
Nortol Environmental & Occupational Safety Inc.*	• LBP Risk Assessments and Clearances • Asbestos Inspections • Multi-Media Sampling • Phase I and II ESAs
Zimmetry Environmental*	• LBP Risk Assessments and Clearances • Laboratory Analysis • Asbestos Inspections • Phase I ESAs • Multi-Media Sampling

Second-Tier Subcontractors:

- Environmental Testing Laboratories
- Accurate Analytical Testing LLC
- AccuStar Labs

** Denotes Puerto-Rico based subcontractors*

Verification, Evaluation, and Subcontracting: Upon receipt of an SOQ from a prospective subcontrator, Tetra Tech will verify the information and perform a capabilities analysis based on pre-established criteria for this engagement. This includes: (1) the firm's expertise in the scope of services required, (2) geographic presence, (3) performance of similar services in the past, and (4) price/cost analysis. Tetra Tech will also conduct a phone or in-person interview with a member of the subcontractor's leadership team to resolve outstanding questions or drill down into a specific topic area.

Upon completion of the evaluation, our Contracts Administrator will begin negotiating a subcontracting agreement and will engage with the Program Manager and task leads concerning integration into operations. Tetra Tech will work with subcontractor staff members to clearly understand how they will integrate into Tetra Tech's PRDOH CDBG-DR program organization, and ensure that they will be equally engaged in supporting the PRDOH mission.

Section 3 Company and Resident Recruiter: To achieve successful completion of project components, Tetra Tech will provide opportunities under this engagement for work with Section 3 businesses and residents of Puerto Rico that have specific and individual capabilities complementing our own.

Section 3 Businesses: Tetra Tech recruiters have begun to reach out to the pre-certified Section 3 businesses on the HUD website. Our Subcontractor Outreach Coordinator has conducted phone and electronic screenings of potential candidate firms based in Puerto Rico.

Section 3 Residents: Upon contract award, our recruiters will be activated to onboard additional administrative and field inspection staff on-island for this engagement. Our SOP for Section 3 hiring practices has been amended as a part of this engagement. Tetra Tech plans to hire 30% of administrative staff for this project as Section 3 hires.

In 2016, Tetra Tech was presented with the Mentor of the Year Award by the U.S. Agency for International Development's (USAID) Office of Small and Disadvantaged Business Utilization. The Mentor of the Year Award annually goes to a large prime contractor for effective development assistance to a small business.

Subcontractor Monitoring: Tetra Tech will report to PRDOH regarding our subcontractor participation throughout the lifetime of this engagement. This will include a monthly report conveying the following information: (1) list of active or dormant subcontractors to the program; (2) percentage of revenue for Permanent Resident (PR)-based businesses, MWBEs, Section 3 businesses, and Large Businesses; and (3) performance metrics based on the Tetra Tech "score-carding" process targeting staffing, deliverables, QA/QC, invoicing, etc.

4. Past Deliverables

This section addresses Item 6.3.4 of PRDOH's RFP.

Tetra Tech believes that it will grow as a company only if it can satisfy the needs of its customers. Tetra Tech works with its customers in the initial stages of each contract and project to identify customer needs, expectations, and templates, and to establish agreed-upon quality requirements. These expectations are designed into our project deliverables for every project, tailored to our clients' needs. The following is a sampling of our project deliverables. Tetra Tech will work closely with PRDOH to develop a customized set of deliverables that meets PRDOHs unique needs.

Deliverables

Below is a breakout of the approximately 64,000 deliverables associated with each element in this RFP, as well as specialized services that Tetra Tech has included in this proposal. Graphics following this section include some representative examples from previous deliverables. Additional full deliverables can be provided if requested.

Tetra Tech has produced approximately 64,000 environmental review deliverables over the last 18 months alone—all funded by CDBG-DR programs.

Element	Number of Deliverables produced in the past 18 months	Normal Contractual Turnaround Time
Environmental Reviews	25,000	10 days from inspection
Asbestos Inspection Reports	4,000	5-10 days from inspection
LBP Risk Assessment Reports and Clearances	13,000	5-10 days from inspection
Radon Testing	2,000	5-14 days from inspection

Element	Number of Deliverables produced in the past 18 months	Normal Contractual Turnaround Time
Wetland Delineation Reports	5,000	7- 10 days from field work completion
Phase I ESA Reports	10,000	7-14 days from notification to proceed
Phase II ESA Reports	5,000	10-20 days from completion of field work
Total	**64,000**	

Deliverables will be transferred to PRDOH per direction. We have used collaboration tools including technologies such as MS SharePoint.

PRDOH will be notified via our integrated dashboard (discussed below), cloud-based reporting, and other analytical tools. Release of a deliverable will occur only when the Quality Control Coordinator (QCC) signs the QC review sheet, indicating that all review comments will have been addressed or no further revisions will be required. The Tetra Tech QA Officer will monitor the deliverable review process as necessary to assure that any significant quality issues will have been resolved.

Dashboards and Reporting

We understand that PRDOH requires straightforward, up-to-the minute communication regarding progress of this program to satisfy both internal needs and needs of individuals served by the program.

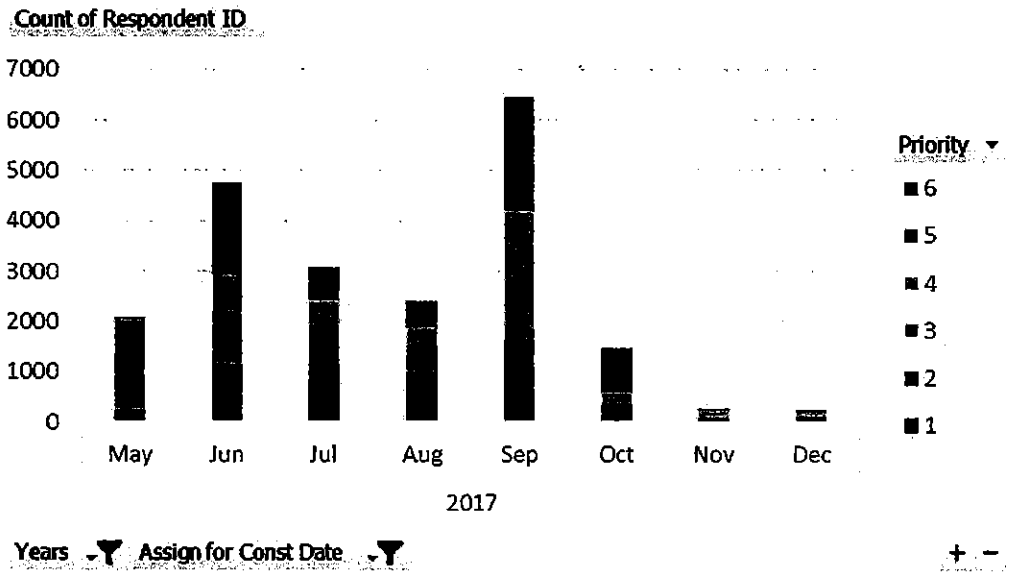
Direct Data Feed to PRDOH: Tetra Tech will provide **direct, real-time access to data anytime, anywhere. PRDOH will be able to integrate our environmental performance data into its program-wide reporting** tools such as Microsoft PowerBI, Google Analytics, and Salesforce Einstein Analytics.

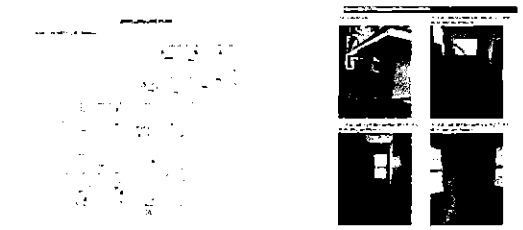
einstein

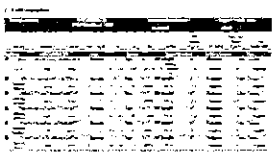
Reports: Tetra Tech proposes a process for weekly, monthly, and ad hoc status reports during the project as described in subsection 2.

Progress Reporting: To an outside observer, the environmental review process can appear as a complicated web of little-known regulations and requirements; but Tetra Tech's integrated process reporting will provide PRDOH excellent real-time visibility down to a specific property and where it lies within the process.

Dashboards: Tetra Tech will utilize the FINBACK Software Framework (FINBACK) exclusively for environmental inspection work associated with this contract, including LBP, asbestos, and radon inspections. The FINBACK System's vertical integration ensures that data flow freely among teams, preventing dreaded "information silos." FINBACK's Workflow, Logistics, Mobile Data Collection, QC, and Reporting modules are customized for PRDOH to meet each CDBG-DR program-specific need. The design of the FINBACK System allows for rapid deployment of the system, making it simple for staff to use it in the field quickly and efficiently. The FINBACK System can also integrate into the PRDOH dashboard system. The FINBACK System has been utilized on the last seven major CDBG-DR programs.







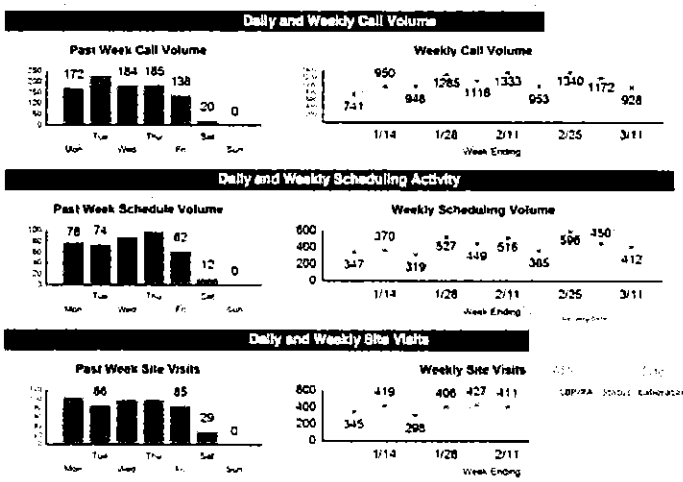

Daily and Weekly Call Volume
Past Week Call Volume
172
184
185
138
20
0
Mon
Tue
Wed
Thu
Fri
Sat
Sun
Weekly Call Volume
741
950
948
1285
1116
1333
953
1340
1172
928
1/14
1/28
2/11
2/25
3/11
Week Ending
Daily and Weekly Scheduling Activity
Past Week Schedule Volume
78
74
62
12
0
Weekly Scheduling Volume
600
400
200
0
347
370
319
527
449
576
385
596
450
412
1/14
1/28
2/11
2/25
3/11
Week Ending
Daily and Weekly Site Visits
Past Week Site Visits
86
85
29
0
Weekly Site Visits
800
400
200
0
345
419
298
406
427
411
1/14
1/28
2/11
Week Ending

Exhibit 7-2. Sample Project Deliverables

RESTORE LOUISIANA TASK FORCE

Louisiana Tier 2 Review Checklist

Restore Louisiana (HUD Unmetered Grants) Homeowner Rehabilitation Reconstruction and Relocation Assistance Programs

State of Louisiana
Office of Community Development / Disaster Recovery Unit

Environmental Review Record - Tier 2 Site Specific Review Checklist

Application ID	1079
Property ID #	
Applicant Name	[illegible]
Applicant Address	1911 COOMA ST

Project Description: Rehabilitation/Reconstruction of the Applicant's single family residence.

[illegible]

SECTION IV. TOXIC SUBSTANCES

[illegible]

☐ Yes ☒ No

[illegible]

☐ Yes ☒ No

No further action is needed, proceed to Section V.

SECTION V. LEAD BASED PAINT

[illegible]

☒ Yes ☐ No

[illegible]

- All work must comply with applicable portions of 24 CFR Part 35 and EPA Housing Rule 40 CFR Part 745, Subpart E. For grants $25,000, safe work practices and a response mechanism shall be employed for properties between $5,000 and $25,000, a risk assessment, interim control, safe work practices and a clearance examination shall be required. For grants >$25,000, a risk assessment and full abatement and clearance examination shall be required.
- All pre-1978 housing must comply with applicable portions of 24 CFR Part 35 and Part 745 of Subpart A and B.
- All work must comply with OSHA's "Renovation Repair and Painting Rule (29 CFR Part 1926) for all construction involving at least lead paint subject to applicable lead paint regulations.

SECTION VI. SITE SPECIFIC ENVIRONMENTAL COMPLIANCE FINDINGS

SECTION VI. FLOODPLAIN MANAGEMENT

Is the proposed action within the 100 year floodplain according to the best available effective FEMA Digital Flood Insurance Rate Maps (DFIRMs or FIRMs)?

☒ Yes ☐ No

The 8-Step Decision Making process has been followed as per the Part 55 review. Step 8 of the 8 Step process is a summarization of the project implementation which requires the following 3 conditions:

- Proof of flood insurance is required to be provided to the State of Louisiana Office of Community Development / Disaster Recovery (OCD/DRU) as a condition of this grant. Section 102(a) of the Flood Disaster Protection Act of 1973 requires that recipients of financial assistance obtain and maintain flood insurance for the life of the structure.
- Structure undergoing substantial improvement (>50% of the market value) from location in any zone combination must be elevated to meet the highest recorded federal or local floodplain standards as outlined in the Action Plan. An elevation certificate must be provided following elevation of the structure demonstrating the elevation is a condition of the grant. Certain exemptions may apply (See 44 CFR Part 59).

SECTION VII. SOLE SOURCE AQUIFERS

Is the project location within the area of either the Orlando Aquifer or the Southern Hills Aquifer according to USEPA maps?

☒ Yes ☐ No

The following site specific permit conditions apply:

- Formal consultation with the USEPA is required for the use of piles or piers to elevate the structure, specifically when using electrically powered monitoring devices to ensure no sole source aquifer recharge occurs at set depths which extend into the sole source aquifer. Specific requirements, commitments or agreements resulting from consultation with the USEPA will be incorporated as a condition of this grant prior to construction.

SECTION VIII. HISTORIC PRESERVATION

(In the unlikely situation exist any of the following exceptions from historical review (check one or more of apply).

Actual has already been completed (or the demolition only) ☐ Yes ☒ N/A

Structure is less than 45 years old and is not located within a designated National Register Historic District, or is not eligible or is not on the National Register of Historic Places. ☐ Yes ☒ N/A

All work has been previously approved by another federal or local historic preservation agency with no change in the scope of work.

☐ Yes ☒ N/A

Is the home eligible for inclusion in the National Register based on available information?

☐ Yes ☒ No

No further consultation required. Provide funds and notify SHPO. No further review required. Proceed to Section IX.

Attach any documentation from agencies with consent to eligibility and to cultural effects and comply with any required mitigation for consultation prior to initiation of the approved work on the structure.

* In the event a Phase I review is required prior to the date of the execution of the Tier 2 site specific review that differs from the above assumptions, the Levy will be notified of the requirements of the project will have precedent.

SECTION IX. NOISE ABATEMENT

Is the home located within the any of the following distances from potential high noise sources?

Active railroad within 3,000 feet ☐ Yes ☒ No
Major highways within 1,000 feet ☒ Yes ☐ No
Airports or airfields within 5 miles ☒ Yes ☐ No

If any of the above potential noise sources are within the specified distances from the home, the potential exists for excessive exterior noise (defined by HUD as >65 decibels) and therefore the following site specific recommendations will apply.

- It is recommended that noise mitigating measures be incorporated into the improvements with a goal of reducing interior noise levels (HUD goals are below 45 decibels) and contributing to energy conservation. Such measures may consist of any or all of the following features: Additional insulation, exterior treatments, and double/dual pane windows.

SECTION X. [illegible]

[illegible]

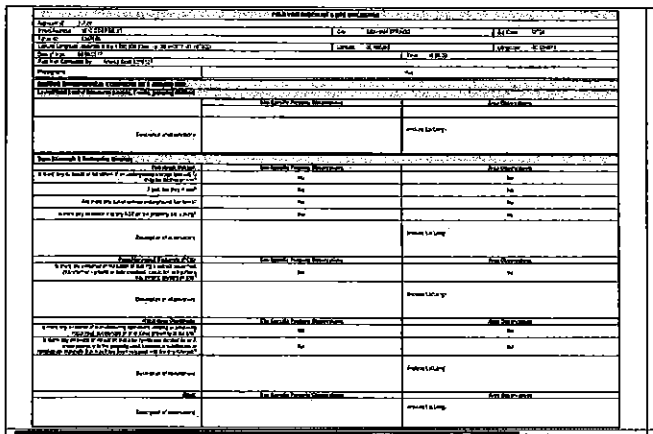
SECTION XI. [illegible]

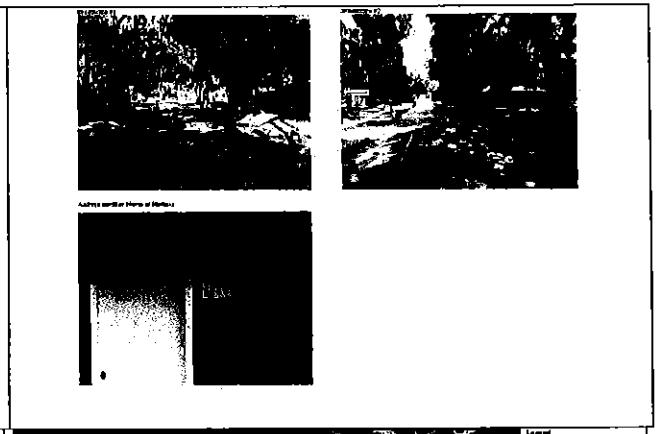
[illegible]

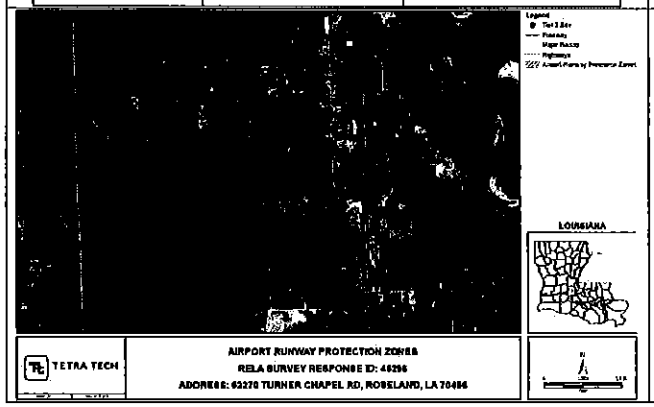
SECTION XII. [illegible]

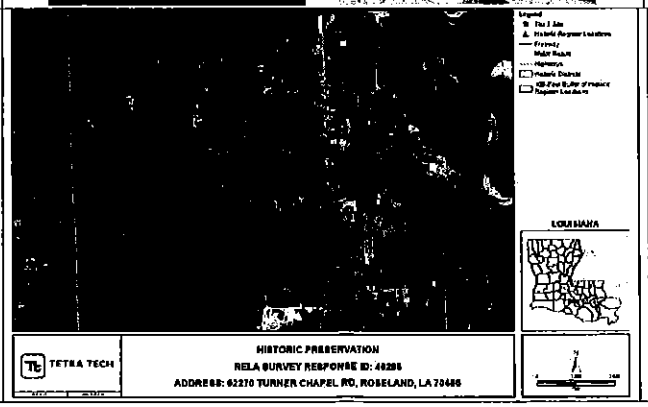
[illegible]

X [illegible]






Legend
LOUISIANA
TETRA TECH
AIRPORT RUNWAY PROTECTION ZONES
RELA SURVEY RESPONSE ID: 49296
ADDRESS: 62270 TURNER CHAPEL RD, ROSELAND, LA 70456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LOUISIANA
TETRA TECH
HISTORIC PRESERVATION
RELA SURVEY RESPONSE ID: 49296
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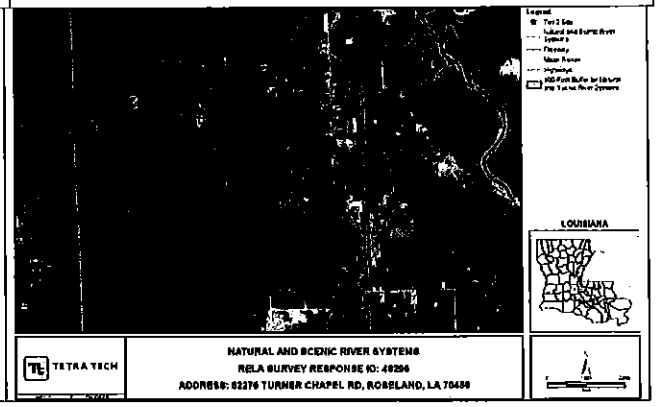
Legend
LOUISIANA
TETRA TECH
NATURAL AND SCENIC RIVER SYSTEMS
RELA SURVEY RESPONSE ID: 49296
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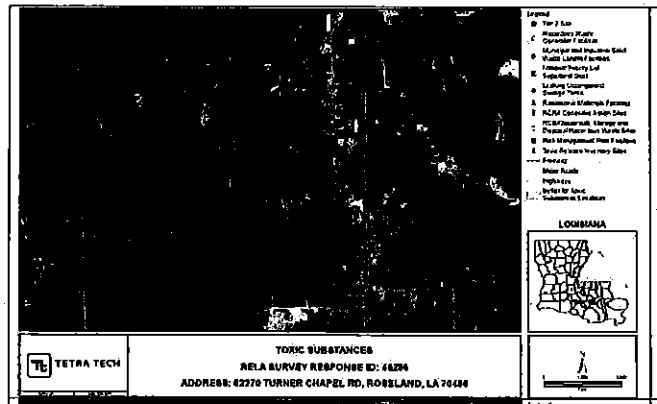
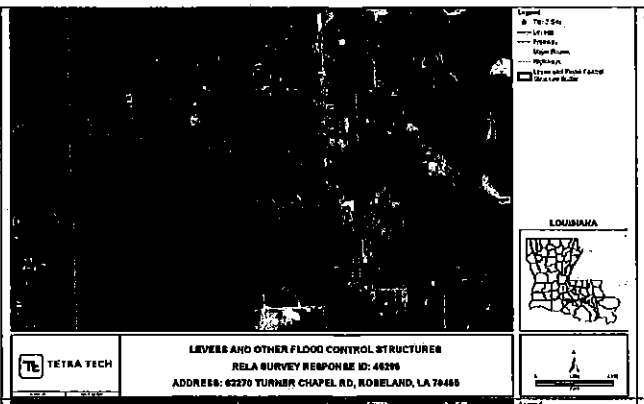
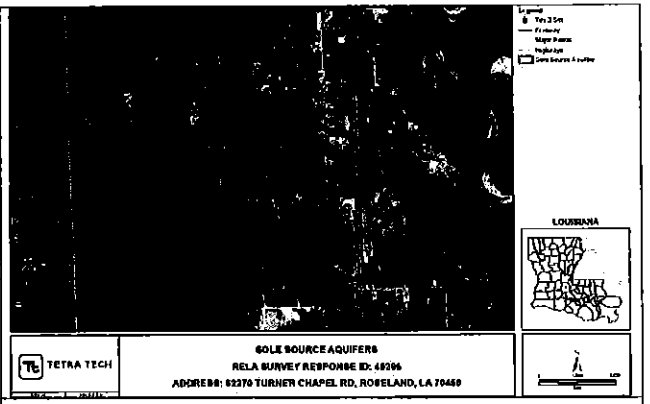
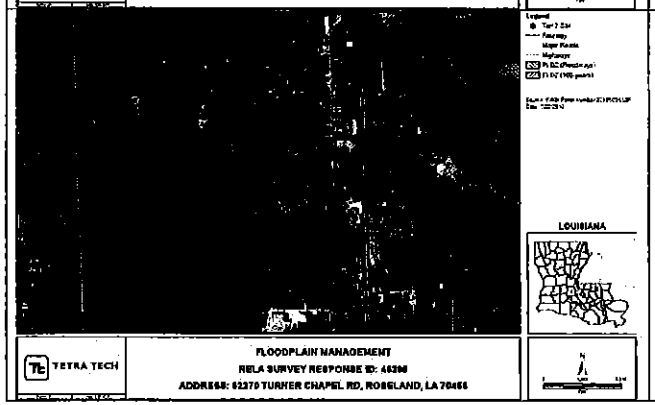
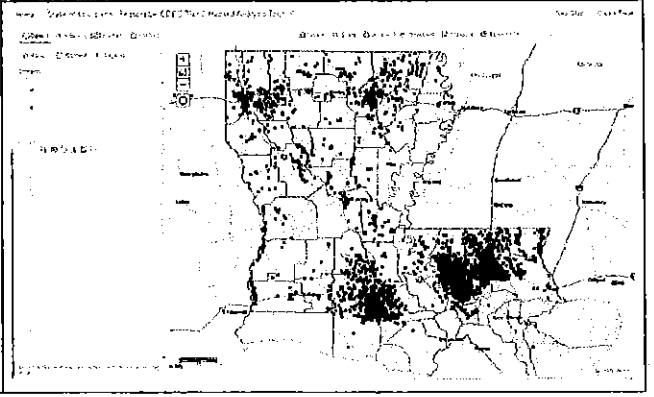

LOUISIANA
TETRA TECH
TOXIC SUBSTANCES
RELA SURVEY RESPONSE ID: 46296
ADDRESS: 62270 TURNER CHAPEL RD, ROSELAND, LA 70466


LOUISIANA
TETRA TECH
LEVEES AND OTHER FLOOD CONTROL STRUCTURES
RELA SURVEY RESPONSE ID: 46296
ADDRESS: 62270 TURNER CHAPEL RD, ROSELAND, LA 70466


LOUISIANA
TETRA TECH
SOLE SOURCE AQUIFERS
RELA SURVEY RESPONSE ID: 46296
ADDRESS: 62270 TURNER CHAPEL RD, ROSELAND, LA 70466


LOUISIANA
TETRA TECH
FLOODPLAIN MANAGEMENT
RELA SURVEY RESPONSE ID: 46296
ADDRESS: 62270 TURNER CHAPEL RD, ROSELAND, LA 70466

LOUISIANA
TETRA TECH
NOISE ABATEMENT
RELA SURVEY RESPONSE ID: 46296
ADDRESS: 62270 TURNER CHAPEL RD, ROSELAND, LA 70466



5. Quality Assurance/Quality Control Reviews for this Assignment

This section addresses Item 6.3.5 of PRDOH's RFP.

Tetra Tech raises the bar for quality by taking an approach that integrates quality into deliverables starting with component parts. Systematically imposing quality checks as the product moves through the workflow, and integrating feedback into daily coordination meeting and training sessions, leads to final quality checks that rarely identify any issues. Key differentiators of Tetra Tech's quality management system are as follows:

- **Quality checks** designed and integrated throughout the process in addition to final QC
- **Daily coordination and training calls** to discuss issues and train personnel to resolve noted deficiencies
- **Key quality metrics** used by the project management team to evaluate functional quality performance and address any noted deficiencies before deliverables are affected.

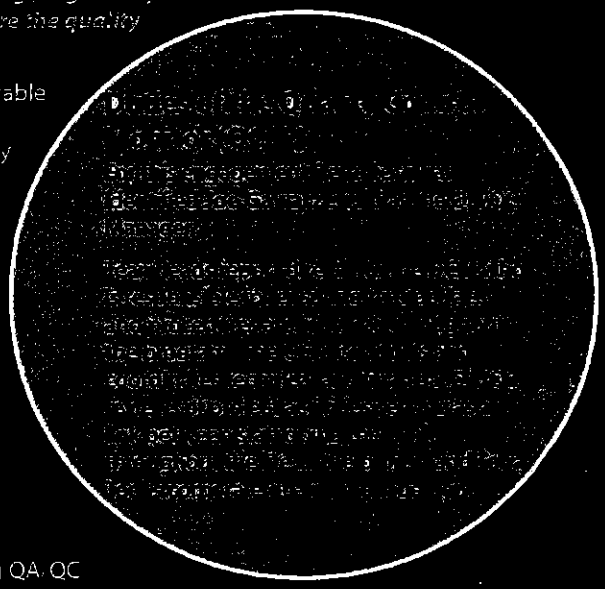
Environmental Review QA/QC. The QA/QC process for Tier 2 Reviews is discussed above in the Task: Environmental Reviews section. Prior to submittal, each individual EA and CEST document will be reviewed by an environmental review coordinator, QA/QC specialist, and technical editor; at each level of review following examination by the reviewer, the document will be returned to the preparer(s) for resolution of any critical issues before proceeding to the next level of review.

The following is a summary of all aspects of Tetra Tech's QA/QC process:

Quality Assurance/Quality Control Overview

Tetra Tech has an outstanding record of responsive, timely, high-quality deliverables exceeding our clients' expectations. Tetra Tech will customize and implement a robust quality control and quality assurance (QA/QC) program for the PRDOH across all of the service areas to identify any issues with compliance in real time and work collaboratively with our PRDOH partners to resolve them.

All members of our staff and subcontractor partners are responsible for quality and are expected to follow available guidance (e.g., regulatory requirements, review guidance) to ensure the quality of their work products.



Deliverable-based QA/QC. Each deliverable produced by Tetra Tech undergoes a rigorous technical review and approval by qualified professionals other than the originators to ensure that concepts assumptions features, methods analyses, and details are appropriate, complete fully coordinated, and correct that results and recommendations are reasonable, within policy guidelines, and supported in the deliverable; and that deliverables are in compliance with plans, policy, guidance, and standards with deviations appropriately identified and properly approved.

Holistic QA/QC. Tetra Tech's overarching QA/QC process will complement and enhance our deliverables-based procedures. To accomplish this Tetra Tech's Quality Control Monitor will provide direction and guidance to the program manager, environmental review coordinators, technical reviewers, and the other personnel who are completing the work assignments.

Establishing Expectations. Tetra Tech will work with the PRDOH in the program design phase to establish mutually acceptable quality requirements. Tetra Tech will also verify the PRDOH's needs, expectations, and quality requirements as work progresses. When appropriate the Quality Control Monitor may develop program-specific quality plans to help meet the PRDOH's requirements for a particular service area. Additional QA/QC activities may include conducting quality audits and assessments of our activities with PRDOH staff and identifying quality improvement opportunities.

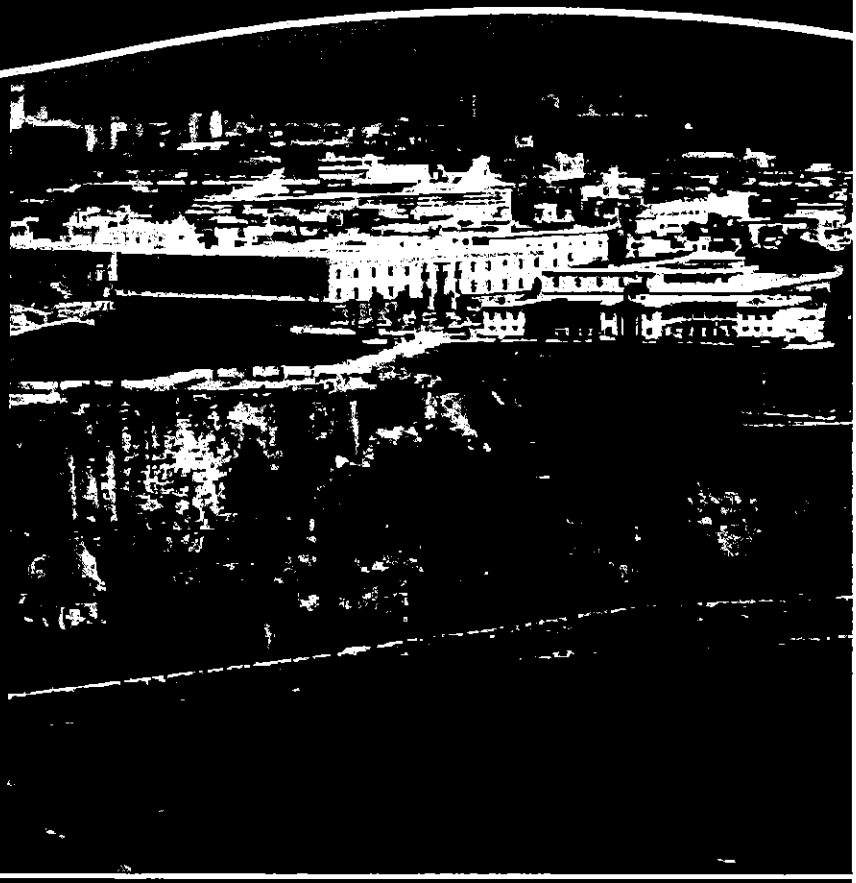
Subcontractor Commitment. Subcontractors that are part of the Tetra Tech team will adhere to Tetra Tech's quality requirements. Tetra Tech will be responsible for ensuring the quality of its work and the work of its subcontractors throughout the course of the work order, while also addressing the schedule, scope, and budget requirements.

1 Proof Point
TCFRC
Developed county-specific FEMA and State-compliant hazard mitigation plan standards for 16 counties in the Colorado River Basin in central Texas.

2 Proof Point
TxDOT
[illegible]

3

ENVIRONMENTAL CONSULTING SERVICES



Government of Puerto Rico
Department of Housing

CDBG-DR-RFP-2018-03

October 17, 2018

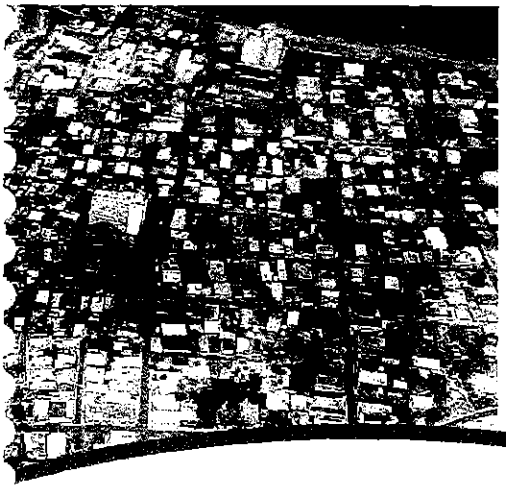
ENVELOPE 2 | Qualifications & Work Approach - Tab 8

ORIGINAL

TETRA TECH

TAB 8

First-Tier Subcontractor Information



TETRA TECH

TETRA TECH

GOVERNMENT OF PUERTO RICO

Department of Housing

EXHIBIT A-2
QUALIFICATIONS AND WORK APPROACH PROPOSAL CHECKLIST

Request for Proposals
Environmental Consulting Services
Community Development Block Grant – Disaster Recovery
CDBG-DR-RFP-2018-03

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

Company Submitting is:

☐ **Proposer**

☒ **First-Tier Subcontractor**

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

Tab	Initials	First-Tier Sub. Applicability	Document Description
6			Key Staff Résumé and Professional Information
7			Work Approach
8			First-Tier Subcontractor Information (if applicable)

Proposer's Signature

October 11, 2018
Date

Fernando L. Rodríguez, PE
Proposer's Printed Name

GOVERNMENT OF PUERTO RICO

Department of Housing

Proposer's Initials: _____

EXHIBIT C
STATEMENT OF QUALIFICATIONS

Request for Proposals
Environmental Consulting Services
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing
CDBG-DR-RFP-2018-03

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

1. Entity Data:

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

CHES Services Corp. d/b/a Fernando L. Rodríguez, PE & Associates (*Legal Name*) | 1980 (*Year of Establishment*) | [redacted] (*Tax ID*)

☒ First-Tier Subcontractor | 071809347 (*D-U-N-S Number*)

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

Fernando L. Rodríguez (*Name*) | President (*Position*)

1.3. Physical Address:

1522 Bori St. (*Address Line 1*)

Belisa Dev. (*Address Line 2*)

San Juan (*City*) | PR (*State*) | 00927 (*Zip Code*)

1.4. Mailing Address:

PO Box 193430 (*Address Line 1*)

(*Address Line 2*)

San Juan (*City*) | PR (*State*) | 00919-3430 (*Zip Code*)

1.5. Contact Information:

787-751-7810 (*Telephone Number*) | 787-751-8988 (*Facsimile Number*) | flraches@gmail.com flrodriguez@flraches.com (*Email Address*)

1.6. The Entity is a(n):

☐ Individual ☐ Partnership ☐ Other (Specify) _____

☒ Corporation ☐ Joint Venture

1.7. If a corporation, indicate all that apply:

☐ Publicly Held ☒ Privately Held ☐ Subsidiary

Proposer's Initials:

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

Name	Telephone	Email	Officer	Director	Member	Partner
Fernando L. Rodriguez	787-462-7765	flrodriguez@flraches.com	☒	☐	☐	☐
Carmen A. Morales	787-462-7764	camorales@flraches.com	☒	☐	☐	☐
Edgard M. Rodriguez	787-342-0571	ehrgrouppr@gmail.com	☐	☒	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐

Briefly describe the involvement of the officers, directors, members, and any partners for the project. (Not Applicable to First-Tier Subcontractors)

Proposer's Initials: _____

2. Capacity to Provide Services:

2.1. **Brief History of the Firm:** Attach to this Statement of Qualifications the company's profile. See Tab A

2.2. **Organizational Chart:** Attach to this Statement of Qualifications the Organizational Chart for the Services. See Tab B

2.3. **Availability Chart:** Attach to this Statement of Qualifications the Availability Chart for the Services. See Tab C

2.4. Has the Bidder been involved in any criminal, civil, or administrative suits, actions, investigations, litigations, EPA sanctions and/or administrative complaints or proceedings that where commenced, pending, settled, threatened, resolved, or concluded during the five (5) year period prior to the date of the Proposal Due Date?

☒ No ☐ Yes (See Attachment _____)

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

[Remainder of the Page Left Blank Intentionally]

Proposer's Initials:

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

ID	Client Name	Work Description	Contract Amount	Project Duration (in Months)	Status	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1	Banco Popular de Puerto Rico	Permitting and Project Management responsibilities related to the removal of a 10,000 gals gasoline Underground Storage Tank (UST) located in the Mechanical Shop of the BPPR Cupey Center, San Juan, PR	Initial stages (2014-2016): $ 60,000	12	Monitoring	Initial stages 2016-2017 Ongoing	Provided services as Licensed Professional Engineer to BPPR management in this project. Responsible to prepare, certify and obtain all related permits require to determine the extent of contamination and the UST removal, its disposal with concrete debris transportation and disposal. supervise the activity and certify the final closure with a final report to the local EQB agency.	Nelson Sandoval	787-553-6649
2	SBP - Puerto Rico	Dedicated Mold Remediation Training and Mold Background and Clearance Sampling	$ 8,000	2	Ongoing	Ongoing	Certificates after providing employees dedicated Mold Remediation training. Mold Background and Clearance Sampling Reports.	Edgardo Maldonado, RA	787-241-0933
3	Caribe Tecno, CRL	Diesel Spill Investigation Response and Documentation at Residential Project	$ 5,000	2	Ongoing	Ongoing	Provided project management services in responding, sampling, and documenting a spill accordingly. The project involved coordination with other service providers and community outreach.	Jose Domingo Pérez, Jr.	787-781-4495
4	Office Depot, Inc.	Indoor Air Quality (IAQ) inspection and assessment to various stores	TBD	13	Ongoing	Ongoing	Perform visual damage investigations to Puerto Rico and US Virgin Islands stores that sustained flood damage after hurricanes Irma and María. IAQ surveys focused on molds and mildews have been performed as well as review of HVAC engineering design specifications and mold remediation tasks supervision. Certification of clean-up/sanitization procedures at these commercial facilities to comply with applicable guidelines. Additionally, some facilities involved OSHA complaint.	Jorge Rivera	787-438-5711
5	Hatillo Municipality	UIC inspection assessment and closure of systems; Punta Maracayo Resort, Hatillo, PR	$ 30,000	35	Ongoing	Ongoing	Perform visual damage investigation, collect and analyze soil/water samples to existing Underground Injection Control (UIC) systems that have no permits to operate under local regulations. All related field data collected has been reported to complete a final closure of the systems, as per required protocol.	Luis Solo	787-820-4417
6									

Proposer's Initials: _____

7

8

9

10

Proposer's Initials: _____

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

ID	Client Name	Work Description	Contract Amount	Project Duration (in Months)	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1	Hugo Neu Environmental LLC (HNE)	Off and on-site operational consultants to Hugo Neu Environmental LLC (HNE) for a start-up operation of the Guaynabo Municipality Materials Recovery Facility (MRF)	Initial project cost (2014-2015) $ 80,000	51	March 2018	Environmental, Health & Safety (EHS) Compliance Planning, Permitting and Programs Implementation for a start-up operation at the Guaynabo Municipality Materials Recovery Facility (MRF), as onsite operational consultants to Hugo Neu Americas, LLC (HNA)/Hugo Neu Environmental. Provided services as on and off-site EHS Consultant to HNE management in the operational transition start-up phase. Responsible to prepare, certify and obtain all related permits require to modify and upgrade solid waste handling operations in this facility. Also, responsible to develop all EHS documents and training programs for all designated technical and operations personnel in the facility.	Mariedy Collazo, Esq.	No longer in operation.
2	Gautier & de Torres	VACHS Integrated Waste Center Design Project – Waste Assessment	$36,000	13	December 2013	Provided services for the development of an Integrated Solid Waste Management Assessment at the Veterans Affairs Caribbean Healthcare System (VACHS) in San Juan, PR. The report addressed existing solid waste management practices with the goal of assessing the siting of a proposed integrated waste center to serve all existing and future buildings. The project tasks involved existing operational evaluation which lead to recommendations to the facility operator. These recommendations functioned as baseline operational requirements for the achieving an integrated waste management in order for the Integrated Waste Center to serve its purpose.	Enery M. Dorta, RA	787-724-0597
3	Caribbean Airport Facilities (CAF)	Caribbean Airport Facilities (CAF) Installation of New Manhole Covers and Subsoil Investigation along Fuel Supply Lines at the Luis Muñoz Marín International Airport (LMMIA) as per Administrative Order Issued by the federal Environmental Protection Agency (EPA).	$100,000	58	October 2016	Provided project management services to coordinate to develop and specify design of manholes boxes to be constructed in existing jet fuel pipeline turn points where service valves are installed. In addition, a subsurface investigation plan (SIP) was prepared and soil and groundwater sampling was performed. The implementation of the SIP lead to the determination of need for further soil sampling as well as the installation of groundwater monitoring wells for longer term monitoring. Most recently and for this purpose, a Quality Assurance Project Plan (QAPP) and a Soil Sampling and Groundwater Monitoring Plan were prepared and approved by the EPA based on matrix analysis for random sampling locations along CAF fuel service lines. The latest approved strategies involved the construction of permanent groundwater monitoring wells. FLRA was tasked with the strict supervision of construction activities of these nested wells. The groundwater monitoring efforts required by the EPA were completed by September 2016.	Mrs. Jean Tirri	787-791-4545

Proposer's Initials: _____

4	Arroyo Manufacturing Inc. (AMI)	Permitting and Project Management responsibilities to conduct a subsoil sampling to determine extent of contamination and complete a removal of three (3) Underground Injection Systems (UIC) located in the Arroyo Manufacturing Inc. (AMI) plant site, Arroyo, PR	Our contribution: $ 50,000	24	December 2016	Permitting and Project Management responsibilities to conduct a subsoil sampling to determine extent of contamination and complete a removal of three (3) Underground Injection Systems (UIC) located in the Arroyo Manufacturing Inc. (AMI) plant site, Arroyo, PR Tasks included permitting and Project Management responsibilities to conduct a subsoil sampling to determine extent of contamination and complete a removal of a UIC system with three separate septic tanks that received both process and sanitary wastes since 1950 until 1998. On going project to be completed early 2016.	Mr. Fernando L. Adorno	
5	Disaster Recovery Services	Perform visual damage investigations prior to or as a follow up after emergency response and cleanup.	$ 5,000	1	November 2017	Visual Damage Screening Reports for several commercial facilities	Linda Smith	631-874-2636
6								
7								
8								
9								
10								

Proposer's Initials:

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

Name	Email	Phone Number	Relation
Luis Soto	directoropmh@gmail.com	787-820-4417	Municipal Client
Nelson Sandoval	nsandoval@bppr.com	787-553-6649	Private Sector Client
Jorge Rivera	Jorge.Rivera@officedepot.com	787-438-5711	Private Sector Client
Fernando L. Adorno	fernandojramfginc@yahoo.com	787-839-2500	Private Sector Client
Roberto Pérez	Roberto.PerezMartinez@zimmerbiomet.com	787-720-6859	Private Sector Client

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

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

Addendum No.	Date Issued	Addendum No.	Date Issued

Proposer's Initials: _____

5. Under Oath Certification:

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

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

In witness thereof, the Proposer has executed this Statement of Qualifications this 10 day of october, 2018.

If Entity is an individual:

_____
(Signature of Individual)

_____
(Printed Name of Individual)

_____
(Address Line 1)

_____
(Address Line 2)

_____ _____ _____
(City) *(State)* *(Zip Code)*

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

_____
(Printed Name of Firm)

By: _____
(Authorized Representative's Signature)

_____
(Printed Name of Authorized Representative)

_____
(Address Line 1)

_____
(Address Line 2)

_____ _____ _____
(City) *(State)* *(Zip Code)*

Proposer's Initials: _____

If Entity is a partnership or joint venture:

_____
(Printed Name of Partnership or Joint Venture)

By: _____
(Signature of General Partner)

_____
(Printed Name of General Partner)

_____
(Address Line 1)

_____
(Address Line 2)

_____ _____ _____
(City) *(State)* *(Zip Code)*

If Entity is a corporation:

CHES Services Corporation d/b/a Fernando L. Rodriguez, PE & Associates
(Printed Name of Corporation)

1522 Bori St.
(Corporate Address Line 1)

Belisa Dev.
(Corporate Address Line 2)

San Juan PR 00927
(City) *(State)* *(Zip Code)*

By: _____
(Signature of Officer)

Fernando L. Rodriguez
(Printed Name of Officer)

President
(Title of Officer)

Attest: _____
(Secretary)

[CORPORATE SEAL]

CHES SERVICES CORPORATION 1981

_____
(Jurisdiction of Incorporation)

CHES Services Corp. d/b/a
Fernando L. Rodríguez, PE & Associates

First-Tier Subcontractor

Community Development Block Grant - Disaster Recovery

CDBG-DR-RFP-2018-03

Tab A

1522 Bori St. Belisa Dev.; San Juan, PR 00927
(787) 751 - 7810
flrachespr@gmail.com
www.flraches.com

CHES Services Corp. d/b/a
Fernando L. Rodríguez, PE & Associates
1522 Bori St. Belisa Dev.; San Juan, PR 00927
(787) 751 - 7810
flrachespr@gmail.com

Company Background

Starting as a one-man, privately-owned consulting firm in March, 1980, it was our objective to provide the private, commercial, governmental and public sectors with a reliable and effective environmental engineering service. This goal has kept the continuing growth and market stability of our organization, having at present experienced personnel to support broader and highly specialized technical projects.

In January 1986, Chemical and Engineering System Services Corporation (CHES), which does business as Fernando L. Rodriguez, P. E. and Associates (FLRA) was created with the following objectives: to establish a management system capable to handle the development and complexities of FLRA services and to provide a legalized structure to expand our services to the U.S. Mainland, Central/South America and the Caribbean region.

The human resources available within our staff for the performance of these services have varied experience in the management, technical, legal, and operational aspects of environmental control systems, and in the impact of developmental activities on the environment. Our expertise in the environmental control field covers the areas of air, noise, and water pollution, solid/hazardous waste management and control, including safety/industrial hygiene assessments.

Our multi-disciplinary technical/engineering staff also provides expertise in design and construction supervision of wastewater treatment plants, air emission controls, solvent recovery operations, HVAC systems, and associated buildings and structures, including clean rooms and sterile areas as required by federal/commonwealth regulatory requirements.

CHES Services Corp. d/b/a
Fernando L. Rodríguez, PE & Associates
1522 Bori St. Belisa Dev.; San Juan, PR 00927
(787) 751 - 7810
flrachespr@gmail.com

Company Background

Since 1990, CHES/FLRA has been actively involved in offering accredited trainings and management related projects, in the areas of Asbestos Containing Materials (ACM) and Lead-Based Paints (LBP) management, as required by the local Environmental Quality Board (EQB). A variety of courses are presented to the regulated community affected by the applicable regulations. Participants include governmental, commercial, industrial, consultants and abatement contractors representatives, to which thousands have been trained since the mentioned date. Project involvement includes inspection of designated structures, supervision and monitoring of mitigation projects

Training under Environmental Management Systems Auditing (EMSA) programs, established under the International Standards Organization (ISO), required for companies conducting international trading and operations throughout the world. Accredited courses were offered by Mr. Rodríguez in Puerto Rico, the Caribbean, and various countries in Central/South America, like Chile and Mexico, since 1996 until the early 2000s.

Furthermore, our staff is involved with the U.S. Green Building Council (USGBC) - Caribbean Chapter, a professional organization directed to develop LEED compliance design and programs for existing and new building structures in the United States. Also, as members of the Board, our staff is constantly involved in the Solid Waste Association of North America (SWANA) as active members of the SWANA Caribbean-Puerto Rico Chapter. In addition to graduate degrees, our employees are SWANA Certified Professionals in Landfill Operations, Municipal Solid Waste (MSW) Recycling Systems, MSW Collection Systems, and Integrated Waste Management.

CHES Services Corp. d/b/a
Fernando L. Rodríguez, PE & Associates
1522 Bori St. Belisa Dev.; San Juan, PR 00927
(787) 751 - 7810
flrachespr@gmail.com

Company Background

Focus on Disaster Recovery Services

The CHES team has performed visual damage investigations in Puerto Rico and the U.S. Virgin Islands prior to or as a follow-up after emergency response and cleanup. Multiple industrial, commercial and public buildings/residences sustained flood damage caused by hurricanes Irma and María to the island of Puerto Rico during September 2017. Asbestos and Lead sampling and analysis were performed, as well as molds/fungi assessments and clean-up/sanitization projects to decontaminate indoors at various commercial/residential facilities. Our team was also involved in recovery efforts from Hurricane Hugo (1989) and Hurricane Georges (1998) performing similar response tasks.

Two of our team members have been involved for several years in the Risk, Emergency and Disaster Management Commission (CMRED, per Spanish acronym) of the Puerto Rico Professional College of Engineers and Land Surveyors (CIAPR, per Spanish acronym). Our team has not only provided expertise in risk management and analyses but also leading the Commission and initiatives such as representation at the Puerto Rico Climate Change Council and Resilient Puerto Rico.

CHES Services Corp. d/b/a
Fernando L. Rodríguez, PE & Associates

First-Tier Subcontractor

Community Development Block Grant - Disaster Recovery

CDBG-DR-RFP-2018-03

Tab B

1522 Bori St. Belisa Dev.; San Juan, PR 00927
(787) 751 - 7810
flrachespr@gmail.com
www.flraches.com

CHES Services Corp.

Chemical/Environmental Engineering &
Industrial Hygiene Services

Fernando L. Rodríguez, PE, SC
President & Principal Consultant
Chemical & Environmental Engineer

Aurimar Rodríguez
Part-Time Accountant &
Office Administrator

Carmen M. Figueroa, PE
Senior Chemical Engineer &
Environmental Specialist

Hanna K. Rodríguez, PE, SC
Senior Environmental Engineer

Junior Engineers and
Environmental Technicians/
Specialists Team
Interns and Part-Time Staff

CHES Services Corp. d/b/a
Fernando L. Rodríguez, PE & Associates
Organizational Flowchart

CHES Services Corp. d/b/a
Fernando L. Rodríguez, PE & Associates

First-Tier Subcontractor

Community Development Block Grant - Disaster Recovery

CDBG-DR-RFP-2018-03

Tab C

1522 Bori St. Belisa Dev.; San Juan, PR 00927
(787) 751 - 7810
flrachespr@gmail.com
www.flraches.com

If Proposer's entity is not based in Puerto Rico, Proposer must provide the functional full-time equivalents (FTEs) that will be based and staffed in Puerto Rico. Provide an availability chart that shows: immediate availability; availability of the staff in a year; percentages of available time; and committed time to other projects.

Name	Location	Immediate Availability (hours per week)	Percentage of Immediate Available Time	Availability in a year (hours per week)	Percentage of Available Time in a Year	Time committed to other projects (hours per week)
Example	Florida	30	75%	30	75%	10
Fernando L. Rodríguez	Puerto Rico	8	20%	8	20%	20
Hanna K. Rodríguez	Puerto Rico	8	20%	16	40%	24
Carmen M. Figueroa	Puerto Rico	8	20%	16	40%	24
			0%		0%	
			0%		0%	
			0%		0%

GOVERNMENT OF PUERTO RICO

Department of Housing

EXHIBIT A-2
QUALIFICATIONS AND WORK APPROACH PROPOSAL CHECKLIST
Request for Proposals
Environmental Consulting Services
Community Development Block Grant – Disaster Recovery
CDBG-DR-RFP-2018-03

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

Company Submitting is:

☐ **Proposer**

☒ **First-Tier Subcontractor**

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

Tab	Initials	First-Tier Sub. Applicability	Document Description
6			Key Staff Résumé and Professional Information
7			Work Approach
8			First-Tier Subcontractor Information (if applicable)

Proposer's Signature

10/04/2018
Date

Jorge A. Tirado
Proposer's Printed Name

GOVERNMENT OF PUERTO RICO

Department of Housing

Proposer's Initials: AT

EXHIBIT C
STATEMENT OF QUALIFICATIONS

Request for Proposals
Environmental Consulting Services
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing
CDBG-DR-RFP-2018-03

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

1. Entity Data:

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

Jorge A. Tirado (Legal Name) | 1959 (Year of Establishment) | [redacted] (Tax ID)

☒ First-Tier Subcontractor | 090100892 (D-U-N-S Number)

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

Jose Torres (Name) | Partner - Environmental (Position)

1.3. Physical Address:

1509 F.D. Roosevelt Ave. (Address Line 1)

Suite 200 (Address Line 2)

Guaynabo (City) | PR (State) | 00968 (Zip Code)

1.4. Mailing Address:

P.O. Box 11490 (Address Line 1)

(Address Line 2)

San Juan (City) | PR (State) | 00922-1490 (Zip Code)

1.5. Contact Information:

787-792-1509 (Telephone Number) | 787-782-0687 (Facsimile Number) | jtirado@cmapr.com (Email Address)

1.6. The Entity is a(n):

☐ Individual ☐ Partnership ☒ Other (Specify)

☐ Corporation ☐ Joint Venture Limitied Liability Company

1.7. If a corporation, indicate all that apply:

☐ Publicly Held ☒ Privately Held ☐ Subsidiary

Proposer's Initials: _____

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

Name	Telephone	Email	Officer	Director	Member	Partner
Jorge A. Tirado	787-792-1509 x2901	jtirado@cmapr.com	☒	☐	☒	☐
Jose Torres	787-792-1509 2801	jtorres@cmapr.com	☒	☐	☒	☐
Jose Carro	787-792-1509 x2301	jcarro@cmapr.com	☒	☐	☒	☐
Lusi Merle	787-792-1509 x2501	lmerle@cmapr.com	☒	☐	☒	☐
Alvin Rodriguez	787-792-1509 x2202	amrodriguez@cmapr.com	☒	☐	☒	☐
Geraldo Jusino	787-792-1509 x2602	gjusino@cmapr.com	☐	☐	☒	☐
Suz Ann Arroyo	787-792-1509 x2502	sarroyo@cmapr.com	☐	☐	☒	☐
Francisco Valentin	787-792-1509 x2402	fvalentin@cmapr.com	☐	☐	☒	☐
Abraham Sanchez	787-792-1509 x2401	asanchez@cmapr.com	☐	☐	☒	☐
Ariel Vera	787-792-1509 x2102	avera@cmapr.com	☐	☐	☒	☐

Briefly describe the involvement of the officers, directors, members, and any partners for the project. (Not Applicable to First-Tier Subcontractors)

Proposer's Initials: TAS

2. Capacity to Provide Services:

2.1. **Brief History of the Firm:** Attach to this Statement of Qualifications the company's profile. See Tab ____

2.2. **Organizational Chart:** Attach to this Statement of Qualifications the Organizational Chart for the Services. See Tab ____

2.3. **Availability Chart:** Attach to this Statement of Qualifications the Availability Chart for the Services. See Tab ____

2.4. Has the Bidder been involved in any criminal, civil, or administrative suits, actions, investigations, litigations, EPA sanctions and/or administrative complaints or proceedings that where commenced, pending, settled, threatened, resolved, or concluded during the five (5) year period prior to the date of the Proposal Due Date?

☒ No ☐ Yes (See Attachment ____)

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

(Remainder of the Page Left Blank Intentionally)

Proposer's Initials: _____

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

ID	Client Name	Work Description	Contract Amount	Project Duration (in Months)	Status	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1	Puerto Rico Infrastructure Financing Authority	NEPA Environmental Impact Statement Northwest Corridor from Hatillo to Aguadilla	$1,400,000.00	14	Hold	January 2016	Environmental Impact Statement Noise Levels Study Air Emissions Study Ecological Study Wetlands Delineation	Engineering Director	787-763-5757
2	Puerto Rico Highways and Transportation Authority	Bridges Assessment Recovey Project	$1,100,000.00	12	Active	On Going	Categorical Exclusions Bridges Reports Wetlands Delineations Lead Based Paint Inspections Asbestos Containng Materials Inspections	Carmen Gloria Alicea	787-729-1583
3	Maritime Administration	PRPA Sites Evaluations	$1,200,000.00	6	Active	On Going	Environmental Assessment Environmental Site Assessment Phase I Environmental Site Assessment Phase II Biological Assessments Archaeological Evaluations	Kris Gilson	
4	Iglesias Vazquez & Associates	Environmental consulting services in support of Llorens Torres Public Housing Improvements. Local Environmental Assessment and Environmental Assessment Determinations and Compliance Findings for HUD-assisted Projects per 24 CFR Part 58	$9,000	5	Active	Ongoing	Local Environmental Assessment and Environmental Assessment Determinations and Compliance Findings for HUD-assisted Projects per 24 CFR Part 58O	Dr. Eusebio Iglesias	787-721-4545
5	CCI Limited Partnership, LLC	Environmental Assessment (Prepare Document and Submit to OGPe) for Combined Heat and Power Units at Cayey Facility	$10,000.00	4	Submitted to OGPe	On-going	Complete Environmental Assessment Document, Evidence of submittal (maps, drawings, site description, proyect description, costs, emissions estimates)	Mildred Guzman	787-300-2083
6									
7									
8									
9									

Proposer's Initials: _____

10

Proposer's Initials: _____

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

ID	Client Name	Work Description	Contract Amount	Project Duration (In Months)	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1	Puerto Rico Highways and Transportation Authority	Environmental Site Assessment Phases I and II, Improvements of PR-111 (between PR-444 and PR-125) Moca, Puerto Rico	$20,000.00	3		Environmental Site Assessment Phases I and II	Ewdin Rosario	787-721-8787
2	Analytical Environmental Technologies, Inc.	Environmental Site Assessment Phase I for the Acquisition of a Parcel of Land by the Customs and Borders Patrol Former RameyAir Force Base Aguadilla, Puerto Rico	$5,000.00	1		Phase I Report	Ms. Mildred Santiago	787-722-0220
3	Puerto Rico Infrastructure Financing Authority	New Secure Housing Project Various sites evaluations for the development of residential projects for people impacted by Hurricane George	$3,000,000.00	24	2000	Environmental Survey Report Phase I ESA Report Phase II ESA Report Remedial Action Plan Environmental Evaluation Wetland Delineation Archaeological Evaluations	Engineering Director	787-763-5757
4	DG3A	Environmental consulting services in support of Jardines del Paraiso Public Housing Improvements. Local Environmental Assessment and Environmental Assessment Determinations and Compliance Findings for HUD-assisted Projects per 24 CFR Part 58	$9,000	4	2014	Local Environmental Assessment and Environmental Assessment Determinations and Compliance Findings for HUD-assisted Projects per 24 CFR Part 58	Eng. Rafael Fernandez	787-753-1257
5	Pac-Tech International, Inc	Environmental Real Estate Site Assessment (Phase I)	$3,500	2	August 23,2017	Industrial Property at Road 30, Km. 21.2, Montones Ward, Las Piedras, Puerto Rico	Lillian Marrero	787-366-1361
6	Heathrow Investment Group, LLC	Environmental Real Estate Site Assessment (Phase I)	$3,200	1	October 30, 2015	Doral Properties at Roosevelt Ave and Street B, San Juan, Puerto	Eng. Omar Collado	787-579-3732
7	CC1 Limited Partnership, LLC	Phase I Environmental Assessment for Industrial Site (former Alcan Amcor)	$6,000	4	June 29, 2016	Phase I Site Assesment Document (ASTM E1527-13)	Mildred Guzman	787-300-2083
8	Hewlett-Packard	Building No. 4 Roof Rehabilitation, Aguadilla, PR	$2,500	1	November 2017	Lead Based Paint Inspection, Asbestos Containing Material Inspection	Willie Feliciano	787-307-6723
9	Romark Global Pharma, LLC	New Manufacturing Building, Manatí, PR	$3,500	1	2016	Lead Based Paint Inspection, Asbestos Containing Material Inspection	Nelida Plaza	1-888-825-4328

Proposer's Initials: _____

3. Reputation and Managerial, Organization, and Technical Capabilities (Not Applicable to First-Tier Subcontractors)

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

Position	Resource Name	Education	Years of Experience in the Profession	Résumé & Certifications
				(See résumé in Tab ____)
				(See résumé in Tab ____)
				(See résumé in Tab ____)
				(See résumé in Tab ____)
				(See résumé in Tab ____)
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				(See résumé in Tab ____)
				(See résumé in Tab ____)
				(See résumé in Tab ____)

Proposer's Initials: ___

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

Name	Email	Phone Number	Relation
Romel Pedraza	rpedraza@prpa.pr.gov	787-729-8715	Engineering Director of Puerto Rico Port Authority
Carlos Muñiz Pérez, Arq.	cmuniz@martinpena.org	787-729-1594	Corporación del Proyecto ENLACE del Caño Martín Peña
Eng. Luis Rodriguez Rosa	lurodriguez@dtop.pr.gov	787-721-8787	Deputy Executive Director - Puerto Rico Highway and Transportation Authority
Jorge Morales	jorge.morales@pridco.pr.gov	787-7584747	PRIDCO

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

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

Addendum No.	Date Issued	Addendum No.	Date Issued

Proposer's Initials: _____

5. Under Oath Certification:

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

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

In witness thereof, the Proposer has executed this Statement of Qualifications this 4th day of October, 2018.

If Entity is an individual:

_____
(Signature of Individual)

_____
(Printed Name of Individual)

_____
(Address Line 1)

_____
(Address Line 2)

_____ _____ _____
(City) *(State)* *(Zip Code)*

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

_____
(Printed Name of Firm)

By: _____
(Authorized Representative's Signature)

_____
(Printed Name of Authorized Representative)

_____
(Address Line 1)

_____
(Address Line 2)

_____ _____ _____
(City) *(State)* *(Zip Code)*

Proposer's Initials: JAT

If Entity is a partnership or joint venture:

_____
(Printed Name of Partnership or Joint Venture)

By: _____
(Signature of General Partner)

_____
(Printed Name of General Partner)

_____
(Address Line 1)

_____
(Address Line 2)

_____ _____ _____
(City) *(State)* *(Zip Code)*

If Entity is a corporation:

CMA Architects & Engineers, LLC
(Printed Name of Corporation)

1509 F.D. Roosevelt Ave.
(Corporate Address Line 1)

Suite 200
(Corporate Address Line 2)

Guaynabo PR 00968
(City) *(State)* *(Zip Code)*

By: _____
(Signature of Officer)

Jorge A. Tirado
(Printed Name of Officer)

Managing Partner
(Title of Officer)

Attest: _____
(Secretary)

(CORPORATE SEAL)

Puerto Rico
(Jurisdiction of Incorporation)

CMA
ARCHITECTS &
ENGINEERS LLC

COMPANY **PROFILE**

Environmental Sciences and Engineering

CMA
ARCHITECTS & ENGINEERS LLC

Flora and Fauna Studies

CMA
ARCHITECTS & ENGINEERS LLC

Northwest Corridor

CMA prepared an Ecological Study for an area to be occupied by a 40 kilometer expressway from Hatillo to Aguadilla. The project has been managed by the Puerto Rico Infrastructure Financing Authority.

Environmental Sciences and Engineering

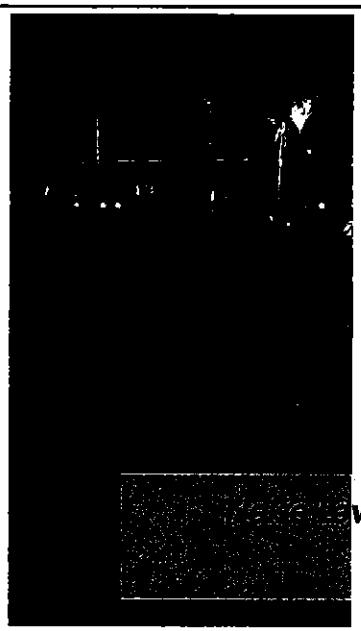
CMA ARCHITECTS & ENGINEERS LLC

State Road PR-845 Widening
Cupey, PR

The current PR-845 is a two lanes road with heavy traffic. The proposed project includes a new intersection with PR-199 and two lanes in each direction.

Environmental Sciences and Engineering

CMA ARCHITECTS & ENGINEERS LLC

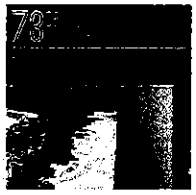


vels Studies

CMA
ARCHITECTS & ENGINEERS LLC

Tourist Development
Carolina, PR

Noise levels study to determine the current back ground levels and the impact of surrounding activities. Environmental data such as wind velocity, temperature and relative humidity is also obtained during this type of study.



Environmental Sciences and Engineering

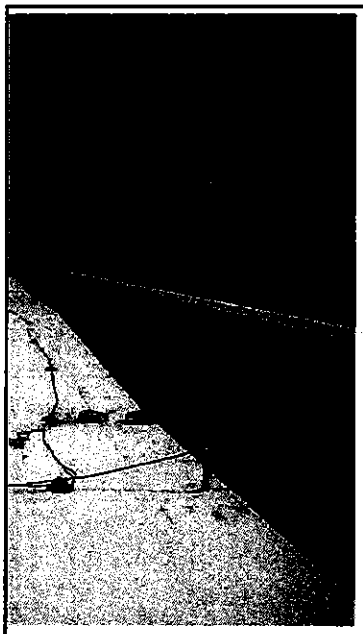
CMA
ARCHITECTS & ENGINEERS LLC

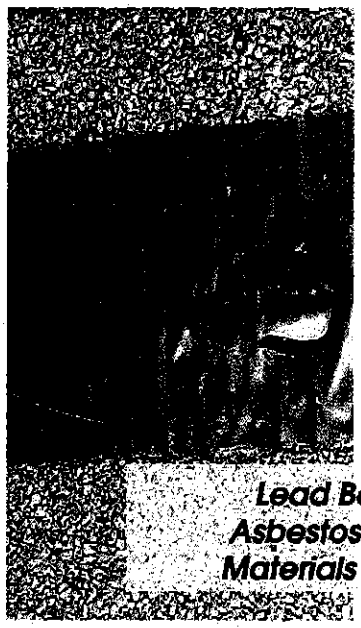
Residential Development
Guaynabo, Puerto Rico

Noise levels study to determine the impact of an existing road on a proposed residential development. Tis study included the estimation of the future noise levels using the TNM 2.5 mathematical modeling developed by the FHWA.

Environmental Sciences and Engineering

CMA ARCHITECTS & ENGINEERS LLC



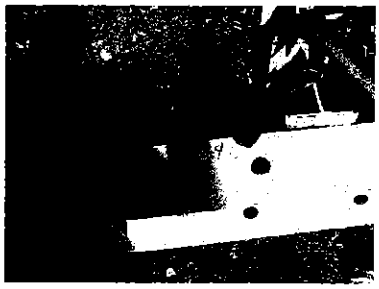


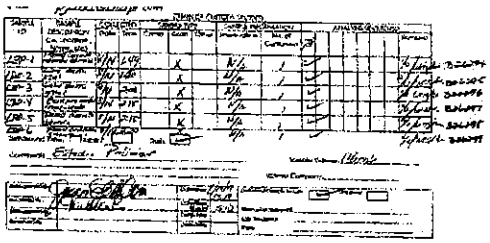
Lead Based Paint / Asbestos Containing Materials Inspections

CMA ARCHITECTS & ENGINEERS LLC

LBP Inspections

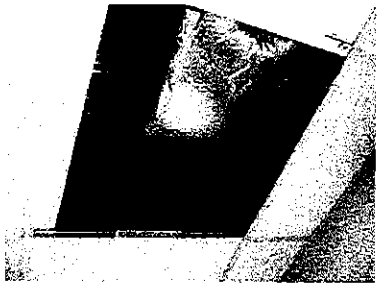
CMA has two certified lead based paint inspectors and one certified LBP Projects Designers. The LBP inspections services include buildings and specific areas to be demolished as well as negative certifications required for the OGPe permits. CMA inspectors obtain paint chips samples and send them to a certified laboratory in Puerto Rico.





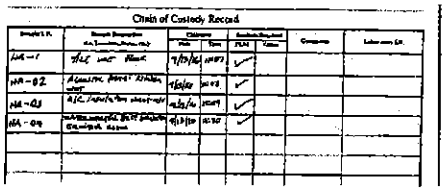
Environmental Sciences and Engineering

CMA ARCHITECTS & ENGINEERS LLC



ACM Inspections

CMA has three registered asbestos containing materials inspectors in house. The ACM inspections services include buildings and specific areas to be demolished as well as negative certifications required for the OGPe permits.



Chain of Custody Record

Environmental Sciences and Engineering

CMA ARCHITECTS & ENGINEERS LLC

...ironmental Site Assessments Phases I and II

CMA
ARCHITECTS & ENGINEERS LLC

ESA Phase I

CMA has three Registered Environmental Managers (REM) from the National Registry of Environmental Professionals (NREP). These professionals has the necessary training and knowledge to be Qualified Individuals as per EPA regulations. The ESA's are conducted as per ASTM standards.

NREP

ASTM INTERNATIONAL
Standards Worldwide

Environmental Sciences and Engineering

CMA
ARCHITECTS & ENGINEERS LLC

ESA Phase II

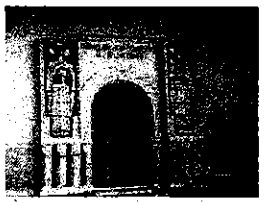
CMA has the capability to prepare and implement ESA Phase II work plans as per EQB and EPA regulations and ASTM guidelines. Our personnel has prepared Phase II ESA's for industrial, residential and infrastructure sites.

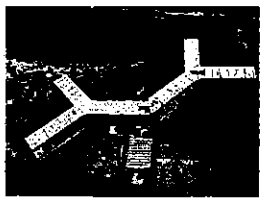
Environmental Sciences and Engineering

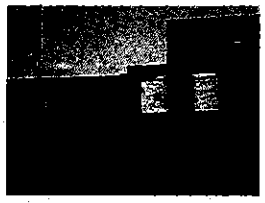
CMA ARCHITECTS & ENGINEERS LLC

CMA Permitting Capabilities

- Construction Permits
- Land Use Consultations
- Construction Consultations
- USACE Construction Permits
- Air Emissions Calculations and Permits
- UST Construction and Operation Permits
- Storm Water Pollution Prevention Plans
- Spill Prevention Control And Countermeasures Plans
- Consolidated General Permits.
- State and Federal Environmental Evaluations (EA, EIS)



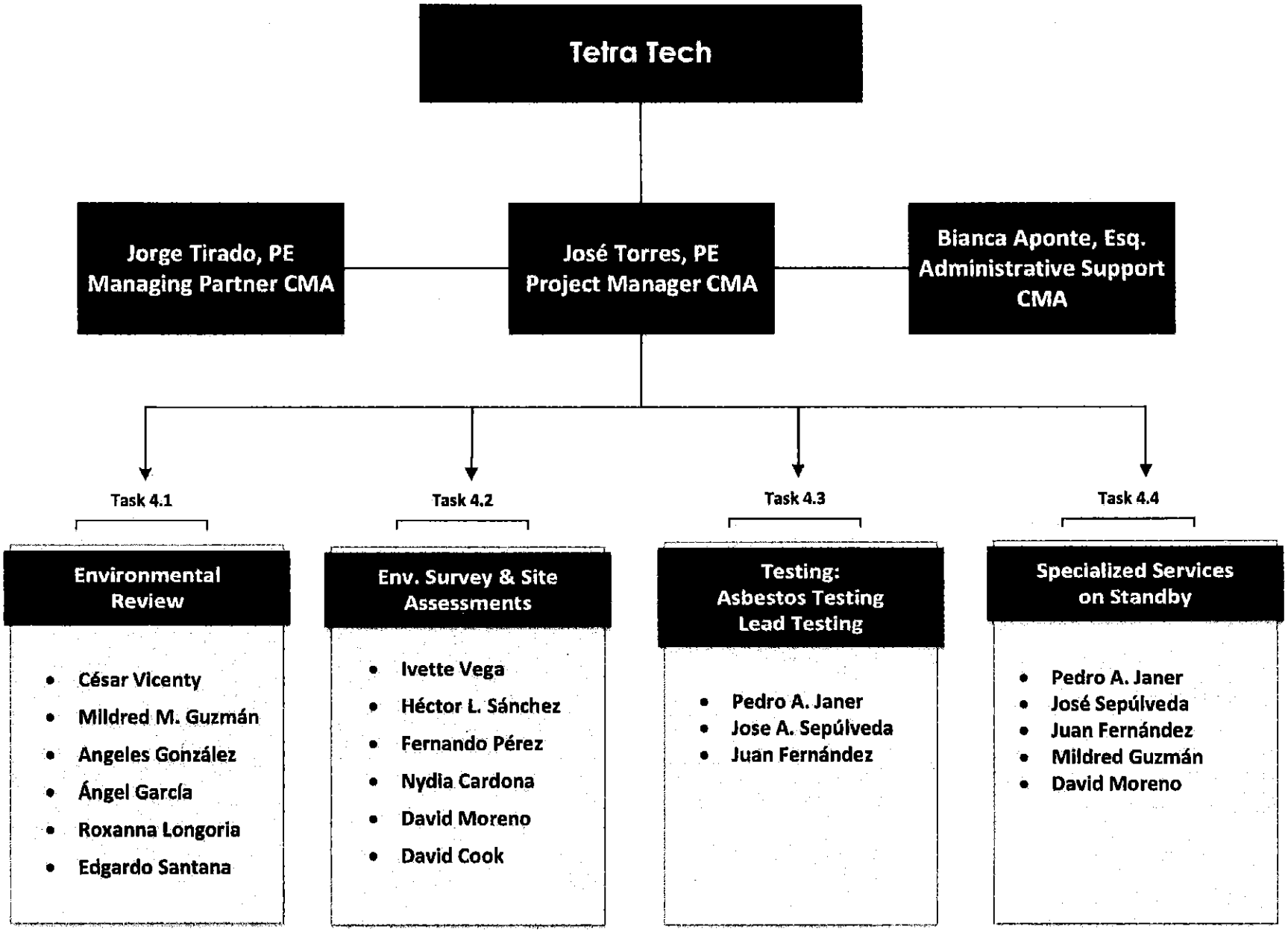




CMA ARCHITECTS & ENGINEERS LLC

CMA
ARCHITECTS &
ENGINEERS LLC

ORGANIZATIONAL **CHART**


Tetra Tech
Jorge Tirado, PE
Managing Partner CMA
José Torres, PE
Project Manager CMA
Bianca Aponte, Esq.
Administrative Support
CMA
Task 4.1
Environmental Review
César Vicenty
Mildred M. Guzmán
Angeles González
Ángel García
Roxanna Longoria
Edgardo Santana
Task 4.2
Env. Survey & Site Assessments
Ivette Vega
Héctor L. Sánchez
Fernando Pérez
Nydia Cardona
David Moreno
David Cook
Task 4.3
Testing:
Asbestos Testing
Lead Testing
Pedro A. Janer
Jose A. Sepúlveda
Juan Fernández
Task 4.4
Specialized Services on Standby
Pedro A. Janer
José Sepúlveda
Juan Fernández
Mildred Guzmán
David Moreno

CMA
ARCHITECTS &
ENGINEERS LLC

AVAILABILITY **CHART**

If Proposer's entity is not based in Puerto Rico, Proposer must provide the functional full-time equivalents (FTEs) that will be based and staffed in Puerto Rico. Provide an availability chart that shows: immediate availability; availability of the staff in a year; percentages of available time; and committed time to other projects.

Name	Location	Immediate Availability (hours per week)	Percentage of Immediate Available Time	Availability in a year (hours per week)	Percentage of Available Time in a Year	Time committed to other projects (hours per week)
Example			0%		0%	
Jose Torres	Puerto Rico	30	75%	30	75%	10
Pedro Janer	Puerto Rico	30	75%	30	75%	10
Nydia Cardona	Puerto Rico	30	75%	30	75%	10
Juan Fernandez	Puerto Rico	35	88%	35	88%	5
Jose Sepulveda	Puerto Rico	35	88%	35	88%	5
Edgardo Santana	Puerto Rico	20	50%	20	50%	20
Ivette Vega	Puerto Rico	35	88%	35	88%	5
Cesar Vincenti	Puerto Rico	20	50%	20	50%	20
Mildred Guzman	Puerto Rico	30	75%	30	75%	10
Angeles Gonzalez	Puerto Rico	35	88%	35	88%	5
Fernando Perez	Puerto Rico	35	88%	35	88%	5
Hector Sanchez	Puerto Rico	30	75%	30	75%	10
David Moreno	Puerto Rico	20	50%	20	50%	20
Angel Garcia	Puerto Rico	20	50%	20	50%	20
David Cook	Puerto Rico	35	88%	35	88%	5
Roxanna Longoria	Puerto Rico	20	50%	20	50%	20

GOVERNMENT OF PUERTO RICO

Department of Housing

EXHIBIT A-2
QUALIFICATIONS AND WORK APPROACH PROPOSAL CHECKLIST

Request for Proposals
Environmental Consulting Services
Community Development Block Grant – Disaster Recovery
CDBG-DR-RFP-2018-03

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

Company Submitting is:

☐ **Proposer**

☒ **First-Tier Subcontractor**

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

Tab	Initials	First-Tier Sub. Applicability	Document Description
6			Key Staff Résumé and Professional Information
7			Work Approach
8			First-Tier Subcontractor Information (if applicable)

Patrick T. Connor
Proposer's Signature

10/3/2018
Date

Patrick T. Connor
Proposer's Printed Name

GOVERNMENT OF PUERTO RICO

Department of Housing

Proposer's Initials: PTC

EXHIBIT C
STATEMENT OF QUALIFICATIONS FORM
Request for Qualifications
Environmental Consulting Services
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing
CDBG-DR-RFQ-2018-03

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

1. Proposer Data:

1.1. Proposer's Identification:

FINBACK 670, Inc. (Proposer's Legal Name) | 2006 (Year of Establishment) | [redacted] (Tax ID)

☒ First-Tier Subcontractor | 623398489 (D-U-N-S Number)

1.2. The following named person is hereby authorized to bind the Proposer in matters related to this RFQ:

Patrick T. Connor (Name) | President/CEO (Position)

1.3. Proposer's Physical Address:

The Heritage at Dunes West (Address Line 1)

2492 Kings Gate Lane (Address Line 2)

Mount Pleasant (City) | SC (State) | 29466-8185 (Zip Code)

1.4. Proposer's Mailing Address:

The Heritage at Dunes West (Address Line 1)

2492 Kings Gate Lane (Address Line 2)

Mount Pleasant (City) | SC (State) | 29466-8185 (Zip Code)

1.5. Proposer's Contact Information:

888.776.0670 (Telephone Number) | 877-776-0670 (Facsimile Number) | pconnor@finback670.com (Email Address)

1.6. The Proposer is a:

☐ Partnership ☐ Joint Venture

☒ Corporation ☐ Other (Specify) _____

1.7. If Proposer is a corporation, indicate all that apply:

☐ Publicly Held ☒ Privately Held ☐ Subsidiary

Proposer's Initials: PTC

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

Name	Telephone	Email	Officer	Director	Member	Partner
Pierce B. Dunn	410.340.9273	pierce@pbdunnllc.com	☒	☐	☐	☐
Patrick T. Connor	443.322.1206	pconnor@finback670.com	☒	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐

Briefly describe the involvement of the officers, directors, members, and any partners for the projects listed in **Exhibit B** (List of Comparable Projects). (Not Applicable to First-Tier Subcontractors)

N/A

2. Proposer's Capacity to Provide Services:

2.1. **Brief History of the Firm:** Attach to this Statement of Qualifications the company's profile. See Attachment A

2.2. **Proposer's Organizational Chart:** Attach to this Statement of Qualifications the Proposer's Organizational Chart. See Attachment B

2.3. **Proposer's Availability Chart:** Attach to this Statement of Qualifications the Proposer's Availability Chart See Attachment C

2.4. Has the Bidder been involved in any criminal, civil, or administrative suits, actions, investigations, litigations, or proceedings that where commenced, pending, settled, threatened, resolved, or concluded during the five (5) year period prior to the date of the Proposal Due Date?

☒ No ☐ Yes (See Attachment ____)

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

[Remainder of the Page Left Blank Intentionally]

Proposer's Initials PK

2.5. **Proposer's Ongoing Contracts/Projects** *(include additional sheets for this table, if necessary)* **SEE ATTACHMENT D**

ID	Client Name	Work Description	Contract Amount	Project Duration (in Months)	Status	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

Proposer's Initials: PL

2.6. **Proposer's Previous Projects and Contracts for Federal Programs that Qualify Proposer to Develop and Implement the Project** *(include additional sheets of this table if necessary).* **SEE ATTACHMENT E**

ID	Client Name	Work Description	Contract Amount	Project Duration (in Months)	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

2.5 Proposer's Ongoing Contracts/Projects

ID	Client Name	Work Description	Contract Amount	Project Duration (in months)	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1	IEM	Management of the Florida Community Development Block Grant Disaster Recovery Program	TBD	36 months – Estimated	TBD	Software application development and Technical Review	Brad Tiffee	225-952-8191
2	Tetra Tech	Richland County, South Carolina	$50,000.00	6 months	February 1, 2019 – Projected	Software application development and Technical Review	Patrick Beekman	980-417-3309
3	Workforce Group	North Carolina	$20,0000.00	6 months	February 1, 2019 – Projected	Software application development and Technical Review	Robby Robinson	228-591-0048
4	Workforce Group	Baton Rouge, LA	$63,000.00	6 months	February 1, 2019 – Projected	Software application development and Technical Review	Robby Robinson	228-591-0048

2.6 Proposer's Previous Projects and Contracts for Federal Programs that Qualify Proposer to Develop and Implement the Project

ID	Client Name	Work Description	Contract Amount	Project Duration (in months)	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1	URS Corporation (Currently AECOM)	New Jersey DCA Reconstruction, Rehabilitation, Elevation, and Mitigation Housing Recovery Program	$289,751.04	6	1/24/2014	Software application development	Amy Baker	213-593-8000
2	URS Corporation (Currently AECOM)	Mississippi Development Authority Neighborhood Home Program	$139,935.28	31	11/2015	Software application development	Kevin Stanley	225-952-8191
3	AECOM	Texas General Land Office: City of Galveston Disaster Recovery Housing Program	$100,104.48	35	11/2015	Software application development	Kevin Stanley	225-952-8191
4	Altec Environmental Consulting (currently Martin Resource Management)	LA Road Home's Small Rental Property Program	$2,083,305.64	53	4/2012	Software application development	Roy Dowling	318-687-3771

Proposer's Initials: PLC

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

Name	Email	Phone Number	Relation
Tiffany Crane	Tiffany.Crane@iem.com	225.952.8191	Director of CDBG-DR programs
Jon Mabry	Jon.Mabry@iem.com	225.952.8191	Vice President of Disaster Recovery
Leonard Frenkil, Jr.	lfrenkil@wpmllc.com	443.796-7412	Executive VP of The Time Group

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

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

Addendum No.	Date Issued	Addendum No.	Date Issued
N/A			

4. Proposer's Certification Under Oath:

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

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

In witness thereof, the Proposer has executed this Qualifications Requirements Exhibit, 3rd this day of October, 20 18 .

[Remainder of the Page Left Blank Intentionally]

Proposer's Initials: PTC

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

N/A

_____
(Printed Name of Firm)

By: _____
(Authorized Representative's Signature)

_____
(Printed Name of Authorized Representative)

_____
(Address Line 1)

_____
(Address Line 2)

_____ _____ _____
(City) *(State)* *(Zip Code)*

If Proposer is a partnership or joint venture:

N/A

_____
(Printed Name of Partnership or Joint Venture)

By: _____
(Signature of General Partner)

_____
(Printed Name of General Partner)

_____
(Address Line 1)

_____
(Address Line 2)

_____ _____ _____
(City) *(State)* *(Zip Code)*

[Remainder of the Page Left Blank Intentionally]

Proposer's Initials: PTC

If Proposer is a corporation:

FINBACK 670, Inc.
(Printed Name of Corporation)

2493 Kings Gate Lane
(Corporate Address Line 1)

(Corporate Address Line 2)

Mt. Pleasant | SC | 29466-8185
(City) | *(State)* | *(Zip Code)*

By: Patrick T. Connor
(Signature of Officer)

Patrick T. Connor
(Printed Name of Officer)

President/CEO
(Title of Officer)

Attest: Scott P. Connor
(Secretary)

[CORPORATE SEAL] Seal

State of Maryland
(Jurisdiction of Incorporation)

Company Profile

Please provide one-page overview regarding your company's capabilities and expertise. No page limitations.

For the last decade, FINBACK 670 has been providing CDBG-DR programs the critical compliance, data management, and reporting software solutions required for successful program execution. FINBACK 670 is a Service-Disabled Veteran-Owned Small Business (SDVOB) focused on high-fidelity data management systems in the disaster recovery, environmental compliance, and construction management spheres.

Disaster recovery programs have unique needs - the confluence of case management, construction management, environmental compliance, and, of course, comprehensive program oversight. The FINBACK Software Framework ("FINBACK System") was designed by construction, engineering, and environmental compliance experts to meet these needs.

The FINBACK System's vertical integration ensures data flows freely between teams, preventing dreaded "information silos". FINBACK's Workflow, Logistics, Mobile Data Collection, Quality Control, and Reporting modules are customized by FINBACK's Software Architects to meet each CDBG-DR program's specific needs. The architecture of the FINBACK System enables a rapid deployment cycle to get programs up and running quickly and efficiently.

The FINBACK System has been utilized on the last six major CDBG-DR programs, including the largest CDBG-DR lead evaluation program to date.

LA Road Home's Small Rental Property Program (Over 3,000 damaged address evaluations) : FINBACK 670 designed and implemented the entire data management system for the lead evaluation program, including web-based appointment scheduling and contact logging, mobile data collection, automated reporting, and analytics.

Texas GLO - City of Galveston Disaster Recovery Housing Program (600 damaged address evaluations): FINBACK 670 designed and implemented the entire data management system for the lead evaluation program, including web-based appointment scheduling and contact logging, mobile data collection, automated reporting, and analytics.

Mississippi Development Authority Neighborhood Home Program (900 damaged address evaluations): FINBACK 670 quickly deployed the FINBACK System in

Mississippi as the comprehensive data management suite for the lead evaluation program, reducing the lead evaluation reporting process from months to hours, saving the program significant time and money.

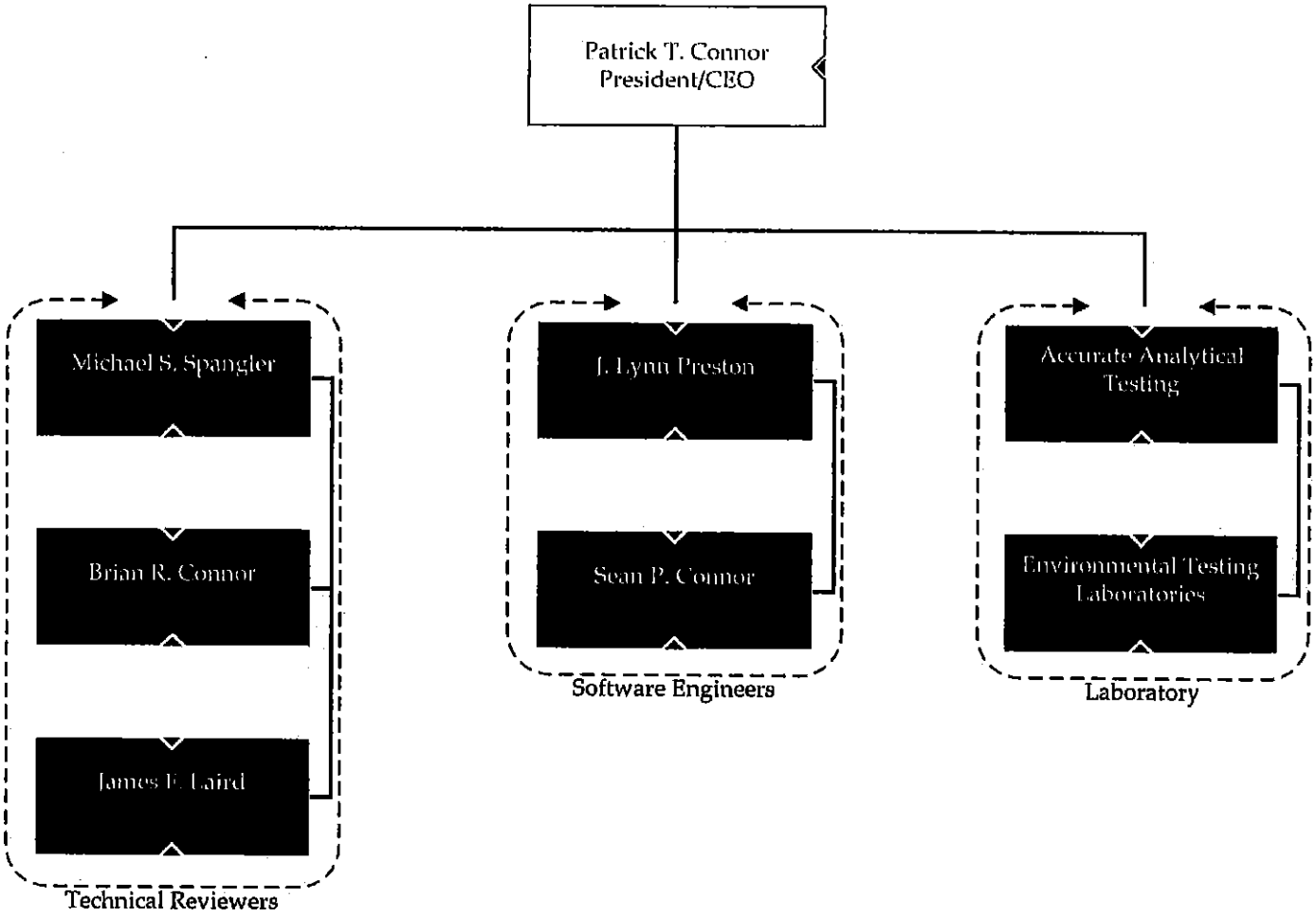
New Jersey DCA Reconstruction, Rehabilitation, Elevation, and Mitigation Housing Recovery Program (1,700 damaged address evaluations): FINBACK 670 designed and implemented the data management system for the lead-based paint, lead hazard, and asbestos testing programs. A single consolidated mobile data collection and reporting system reduced three visits per damaged address to one - a huge convenience for affected applicants.

NYRising Community Reconstruction Program: FINBACK 670 designed and implemented a construction management system to include Xactimate integration, work order management, construction progress monitoring, final construction inspections, and permit management. All modules were vertically integrated into the FINBACK System, creating a digital audit trail and eliminating paper forms.

Restore LA Homeowner Assistance Program (16,074 damaged address evaluations to date): FINBACK 670 designed and implemented the comprehensive data management system for the lead evaluation team, allowing them to perform more CDBG-DR lead evaluations in a shorter time period.

Richland County Government (51 approved damaged address evaluations to date): FINBACK 670 designed and implemented the comprehensive data management system for the lead evaluation team, allowing them to perform more CDBG-DR lead evaluations in a shorter time period.

East Baton Rouge Redevelopment Authority (26 approved damaged address evaluations to date): FINBACK 670 designed and implemented the comprehensive data management system for the lead evaluation team, allowing them to perform more CDBG-DR lead evaluations in a shorter time period.


Patrick T. Connor
President/CEO
Michael S. Spangler
Brian R. Connor
James E. Laird
Technical Reviewers
J. Lynn Preston
Sean P. Connor
Software Engineers
Accurate Analytical Testing
Environmental Testing Laboratories
Laboratory

FINBACK670

If Proposer's entity is not based in Puerto Rico, Proposer must provide the functional full-time equivalents (FTEs) that will be based and staffed in Puerto Rico. Provide an availability chart that shows: Immediate availability; availability of the staff in a year; percentages of available time; and committed time to other projects.

Please complete the Availability Chart for proposed personnel. As columns D and F are completed, columns E and G will populate.

	Name	Location	Immediate Availability (hours per week)	Percentage of Immediate Available Time	Availability in a year (hours per week)	Percentage of Available Time in a Year	Time committed to other projects (hours per week)
example	*Doe, John*	*Dallas, TX*	*8*	*20%*	*20*	*50%*	*12*
	Connor, Patrick	Baltimore, MD	40	*100%*	32	*80%*	8
	Preston, Lynn	Ponte Vedra Beach, FL	40	*100%*	40	*100%*	0
	Connor, Sean	San Diego, CA	40	*100%*	40	*100%*	0
				0%		*0%*	
				0%		*0%*	
				0%		*0%*	
				0%		*0%*	
				0%		*0%*	
				0%		*0%*	
				0%		*0%*	
				0%		*0%*	
				0%		*0%*	
				0%		*0%*	

FINBACK 670 services are Software and Technical Review based - not requiring a physical Puerto Rico base.

GOVERNMENT OF PUERTO RICO

Department of Housing

EXHIBIT A-2
QUALIFICATIONS AND WORK APPROACH PROPOSAL CHECKLIST
Request for Proposals
Environmental Consulting Services
Community Development Block Grant – Disaster Recovery
CDBG-DR-RFP-2018-03

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

Company Submitting is:

☐ **Proposer**

☒ **First-Tier Subcontractor**

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

Tab	Initials	First-Tier Sub. Applicability	Document Description
6			Key Staff Résumé and Professional Information
7			Work Approach
8			First-Tier Subcontractor Information (if applicable)

Kevin Berry
Proposer's Signature

10/3/2018
Date

Kevin Berry, Senior Contracts Manager
Proposer's Printed Name

GOVERNMENT OF PUERTO RICO

Department of Housing

Proposer's Initials: KB

EXHIBIT C
STATEMENT OF QUALIFICATIONS
Request for Proposals
Environmental Consulting Services
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing
CDBG-DR-RFP-2018-03

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

1. Entity Data:

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

ICF Incorporated, L.L.C. (Legal Name) | 1985 (Year of Establishment) | [redacted] (Tax ID)

☒ First-Tier Subcontractor | 07-264-8579 (D-U-N-S Number)

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

Kevin Berry (Name) | Senior Manager, Contracts (Position)

1.3. Physical Address:

9300 Lee Highway (Address Line 1)

(Address Line 2)

Fairfax (City) | VA (State) | 22031 (Zip Code)

1.4. Mailing Address:

9300 Lee Highway (Address Line 1)

(Address Line 2)

Fairfax (City) | VA (State) | 22031 (Zip Code)

1.5. Contact Information:

703-934-3828 (Telephone Number) | 703-218-2547 (Facsimile Number) | Kevin.Berry@icf.com (Email Address)

1.6. The Entity is a(n):

☐ Individual ☐ Partnership ☒ Other (Specify)

☐ Corporation ☐ Joint Venture Limited Liability Company

1.7. If a corporation, indicate all that apply:

☐ Publicly Held ☐ Privately Held ☒ Subsidiary

Proposer's Initials: KB

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

Name	Telephone	Email	Officer	Director	Member	Partner
John Wasson, Sole Manager/President	703-934-3335	john.wasson@icf.com	☒	☐	☐	☐
James Morgan, Chief Financial Officer	703-934-3050	james.morgan@icf.com	☒	☐	☐	☐
Robert Toth, SVP, Contracts & Administration	703-934-3340	rebert.toth@icf.com	☒	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐

Briefly describe the involvement of the officers, directors, members, and any partners for the project. (Not Applicable to First-Tier Subcontractors)

Proposer's Initials: KB

2. Capacity to Provide Services:

2.1. **Brief History of the Firm:** Attach to this Statement of Qualifications the company's profile. See Tab ____

2.2. **Organizational Chart:** Attach to this Statement of Qualifications the Organizational Chart for the Services. See Tab ____

2.3. **Availability Chart:** Attach to this Statement of Qualifications the Availability Chart for the Services. See Tab ____

2.4. Has the Bidder been involved in any criminal, civil, or administrative suits, actions, investigations, litigations, EPA sanctions and/or administrative complaints or proceedings that where commenced, pending, settled, threatened, resolved, or concluded during the five (5) year period prior to the date of the Proposal Due Date?

☒ No ☐ Yes (See Attachment ____)

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

[Remainder of the Page Left Blank Intentionally]

Proposer's Initials: KB

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

ID	Client Name	Work Description	Contract Amount	Project Duration (In Months)	Status	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1	New Jersey Department of Environmental Protection (NJDEP)	Superstorm Sandy Environmental and Historic Program Management: ICF is managing the environmental review process for New Jersey's $4.1 billion CDBG-DR grant. We have completed 12,000 environmental review records and reviewed the documents in each file to ensure accuracy, quality, and compliance with 24 CFR Part 58. To handle the workload, ICF rapidly established a fully dedicated multidisciplinary team located in New Jersey with backup support from other ICF offices. The team consisted of experienced professionals with expertise in HUD environmental regulations (including historic review), CDBG-DR grants, management processes, accounting, and information technology (IT) systems such as the HUD Environmental Review Online System (HEROS). ICF prepared (and periodically updates) written protocols that formalize procedures and ensure consistent implementation of the environmental reviews. ICF manages core and surge teams that have numbered over 70 staff and included 6 contractors to review environmental documents prepared by the review contractors to meet a 24-hour turnaround time. When HUD monitored NJDEP and the management of the environmental review process, HUD described the environmental review records as "high quality."	$17,302,523	3/28/2014	Moving to closeout	3/27/2019	☐ 12,000+ environmental reviews. ☐ Procedures and protocols covering the entire environmental management program. ☐ An Office 365-based management information system to manage the project and generate reports. ☐ Comprehensive guidance documents for use by all six review contractors and ICF and NJDEP's QA teams.	Kim McEvoy, Environmental Consultant, NJDEP	609-292-0307
2	State of New Jersey, Department of Community Affairs (DCA)	New Jersey Superstorm Sandy Community Development Block Grant–Disaster Recovery (CDBG-DR) Program (New Jersey): Since May 2013, ICF has provided program management services for implementation of New Jersey's $4.1 billion Superstorm Sandy CDBG-DR grant. We have overseen management of more than 30 CDBG housing, economic development, planning, and infrastructure programs. ICF has helped DCA assess its unmet needs, draft action plan amendments and waiver requests, stand up the Sandy Recovery Division within DCA, develop program	$79,408,630	5/2013	Moving to closeout	5/31/2023	☐ Case management and construction oversight for over 7,400 applicants. ☐ Construction closeout of approximately 1,000 files. ☐ Re-inspection of more than 100 homes that experienced construction contractor fraud and review of more than 100 files where potential overpayments may have occurred. ☐ 27 building design assessments to ensure Home Energy Rating System standards met.	Chuck Richman, Director of New Jersey Housing Finance Agency and former Commissioner, DCA	609-278-7440

Proposer's Initials: KB

	policies and procedures, train DCA and subrecipient staff, conduct internal compliance and monitoring, implement five housing programs, respond to U.S. Department of Housing and Urban Development (HUD) audits, advise on resiliency programs, develop and implement an outreach effort to reach low- to moderate-income (LMI) and limited English proficiency communities, and develop reporting tools for managing budgets and programs. ICF also continues to provide training to improve program performance and increase staff capacity. ICF helped New Jersey to achieve HUD low-risk grantee status (first time achieved by anyone in over a decade) and earned them recognition from HUD as a "best practice" grantee. Through our work on the Housing Counseling Program, 7,530 households have been able to access rehabilitation funding and rental assistance. In addition, ICF created and managed the Federal Emergency Management Agency (FEMA) Public Assistance (PA) match program; including development of an application, application review, review of hundreds of project worksheets to determine CDBG-DR eligibility, and FEMA PA match amounts for local municipalities. To date, ICF has also helped New Jersey use more than $250 million CDBG-DR funds as a match to leverage $1.2 billion across all federal programs.					☐ 34 program-specific policies and procedures for the 34 programs plus 65 regulatory policies and procedures, including duplication of benefits. ☐ 8,000 grant signings. ☐ 21 action plan amendments. ☐ 30 program and regulatory process maps. ☐ 10 waiver requests—9 of the 10 were granted and the waiver request to extend the tourism waiver was ultimately withdrawn by the state. ☐ HUD-approved compliance and monitoring plan. ☐ Grant closing process and document template. ☐ Quality assurance/control (QA/QC) of 40,000+ files for closeout as of 7/26/2018. ☐ 215 trainings that covered onboarding for new staff, crosscutting federal requirements, and program-specific policies and procedures. ☐ 7 dashboards, 9 program status reports, and 4 program projection reports to monitor and report transparently on metrics for recovery programs. ☐ Policy and procedures library that provided program managers with hyperlink access to all Federal Register notices and the most current applicable federal and program-specific requirements. ☐ 30+ independent cost estimates in preparation for procuring services.		
3	Central Office for Recovery, Reconstruction and Resiliency of Puerto Rico (COR3)	Project Formulation and Grant Management for COR3 in Puerto Rico; in collaboration with COR3, ICF is providing TA to state agencies, municipalities, and private nonprofits in developing the project worksheets used by FEMA to approve funding for recovery through the Public Assistance program. ICF's work includes development of damage assessments; preparation of scopes of work; creation of cost estimates; completion of project worksheets; maintenance of files; and preparation of reports. ICF also provides expertise to expedite environmental review and permitting and to review requests for reimbursements or advance of funds. Since our contract was executed, ICF has hired	$187,357,000	6/7/2018	Project Launch	6/30/2021	☐ Puerto Rico Field Safety Standard for Disaster Recovery Projects Guide. ☐ Puerto Rico Disaster Recovery Project Management Plan. ☐ Improved and/or alternate project worksheets for COR3 submission to FEMA and/or other federal grants. ☐ Section 406 Hazard Mitigation Proposals where mitigation actions can minimize future disaster impacts. ☐ Section 404 Hazard Mitigation strategies providing staff experience in the use of FEMA benefit-cost analysis tools and methodologies that can minimize future disaster impacts. ☐ 660 FEMA-PA applications processed since time of contract execution	Laura Femenias Jove, Deputy Director, Puerto Rico Public-Private Partnerships Authority	787-607-1861

Proposer's Initials: KB

	over 142 employees, with over 94% of them being based in Puerto Rico full-time. That does not include the over 180 employees hired locally by our subcontractors.
4	
5	
6	
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9	
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Proposer's Initials: KB

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

ID	Client Name	Work Description	Contract Amount	Project Duration (In Months)	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Proposer's Initials: KB

3. Reputation and Managerial, Organization, and Technical Capabilities (Not Applicable to First-Tier Subcontractors)

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

Position	Resource Name	Education	Years of Experience in the Profession	Résumé & Certifications
				(See résumé in Tab ____)
				(See résumé in Tab ____)
				(See résumé in Tab ____)
				(See résumé in Tab ____)
				(See résumé in Tab ____)
				(See résumé in Tab ____)
				(See résumé in Tab ____)
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				(See résumé in Tab ____)
				(See résumé in Tab ____)
				(See résumé in Tab ____)
				(See résumé in Tab ____)
				(See résumé in Tab ____)
				(See résumé in Tab ____)

Proposer's Initials: KB

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

Name	Email	Phone Number	Relation
Kim McEvoy	Kim.McEvoy@dep.nj.gov	609-292-0307	Sandy Recovery Environmental and Historic Review Program, NJ DEP
Matthew McMillen	Matthew.mcmillen@hq.doe.gov	202-586-7248	Director, Environmental Compliance Loan Programs Officer, US DOE
Chuck Richman	crichman@njhmfa.gov	(o) 609-278-7440 (c) 609-203-7226	former Commissioner, New Jersey Department of Community Affairs (DCA)

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

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

Addendum No.	Date Issued	Addendum No.	Date Issued

Proposer's Initials: KB

5. Under Oath Certification:

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

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

In witness thereof, the Proposer has executed this Statement of Qualifications this 12th day of October, 2018.

If Entity is an individual:

(Signature of Individual)

Kevin Berry
(Printed Name of Individual)

9300 Lee Highway
(Address Line 1)

(Address Line 2)

Fairfax *(City)* VA *(State)* 22031 *(Zip Code)*

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

(Printed Name of Firm)

By: *(Authorized Representative's Signature)*

(Printed Name of Authorized Representative)

(Address Line 1)

(Address Line 2)

(City) *(State)* *(Zip Code)*

Proposer's Initials: KB

If Entity is a partnership or joint venture:

_____
(Printed Name of Partnership or Joint Venture)

By: _____
(Signature of General Partner)

_____
(Printed Name of General Partner)

_____
(Address Line 1)

_____
(Address Line 2)

_____ _____ _____
(City) *(State)* *(Zip Code)*

If Entity is a corporation:

ICF Incorporated, LLC
(Printed Name of Corporation)

9300 Lee Highway
(Corporate Address Line 1)

_____
(Corporate Address Line 2)

Fairfax VA 22031
(City) *(State)* *(Zip Code)*

By: Kevin Berry
(Signature of Officer)

Kevin Berry
(Printed Name of Officer)

Senior Manager, Contracts
(Title of Officer)

Attest: Rosemarie Jones
(~~Secretary~~) Assistant Secretary

[CORPORATE SEAL]

Delaware
(Jurisdiction of Incorporation)

ICF Company Profile

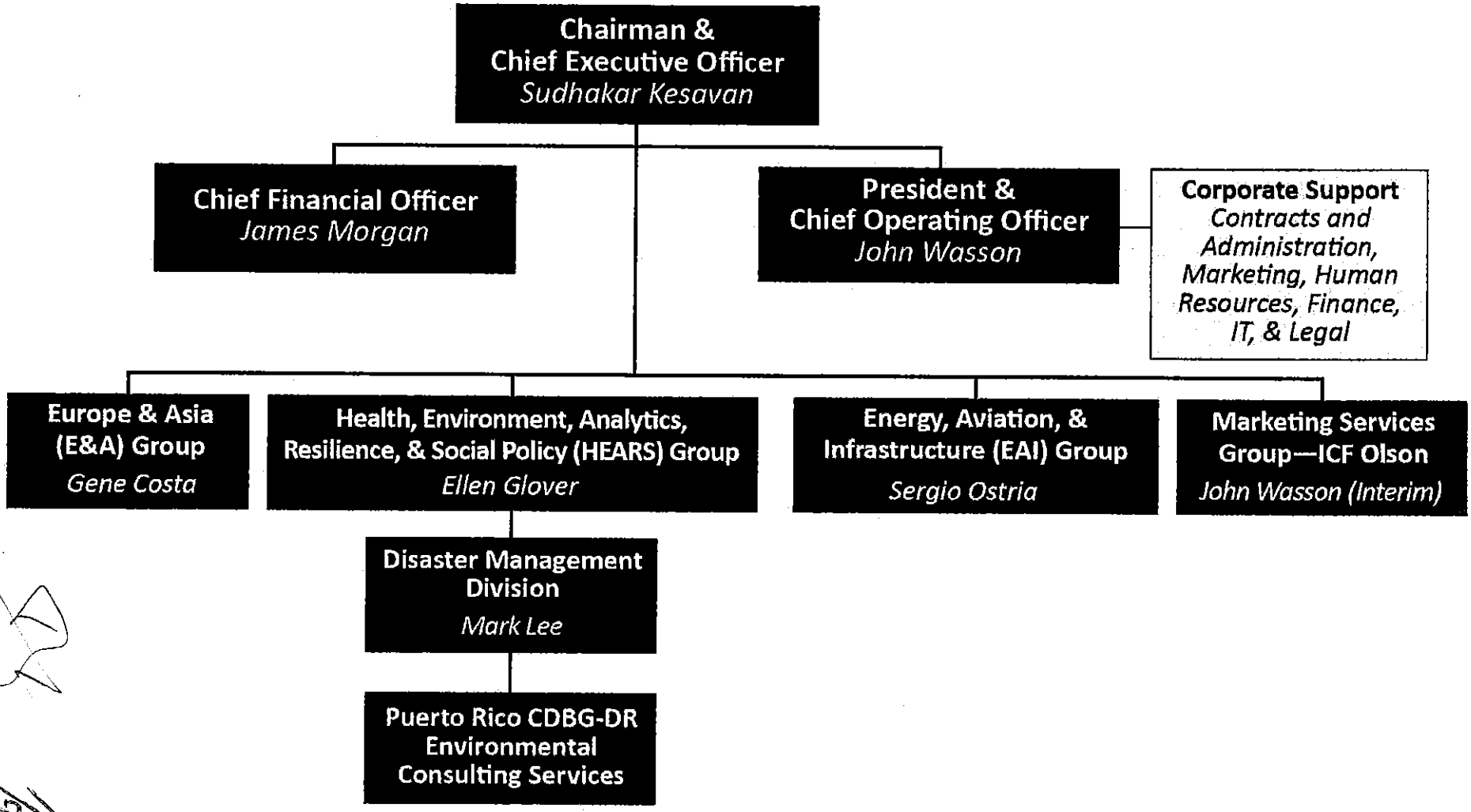
ICF is a multidisciplinary, publicly traded large business specializing in environmental services for the Community Development Block Grant–Disaster Recovery (CDBG-DR) programs. ICF has had a 30-year partnership with the U.S. Department of Housing and Urban Development (HUD); 20+ years successfully performing work for the Federal Emergency Management Agency (FEMA); 12+ years implementing CDBG-DR programs; and, based on client feedback, a stellar reputation for quality in disaster recovery management. ICF was founded in 1969 and has a large pool of more than 500 environmental professionals who have worked on our disaster recovery, National Environmental Policy Act (NEPA), and environmental compliance projects nationwide. They are available to assist Puerto Rico–based staff. These current employees have extensive experience in their areas of expertise, which cover all the subject areas required to comply with HUD's environmental regulations. These staff members will be available to assist in environmental reviews and analysis preparation tasks under the guidance of the key staff.

ICF has current HUD environmental review process (24 CFR Part 58) experience related to CDBG-DR. ICF has assisted the State of New Jersey with Part 58 compliance for its CDBG-DR Superstorm Sandy recovery since early 2013. Initial work involved providing guidance on compliance with HUD's environmental regulations at 24 CFR Part 58 for the first $1.8 billion of Superstorm Sandy recovery funding. We advised the New Jersey Department of Community Affairs and the New Jersey Department of Environmental Protection (DEP) on setting up the environmental review program and the tiered environmental assessment (EA) structure covering New Jersey's housing recovery programs. We helped **prepare and review** drafts of the nine countywide Tier I EAs and establish the structure of the site-specific Tier II forms that would ultimately be utilized for about **12,000 housing recovery grants**. In March 2014, ICF was awarded another contract as Program Manager Contractor for Environmental and Historic Preservation Reviews for the CDBG-DR Superstorm Sandy recovery programs in New Jersey. We helped the state establish and implement a successful program that received praise during a HUD monitoring visit. We developed core and surge teams of environmental professionals to **review environmental documents** prepared by the environmental review contractors. New Jersey established a 24-hour turnaround time for these reviews, and ICF has consistently met this goal, even during peak periods of up to **500 reviews per week**. Challenges overcome by ICF included the variety of grant and loan programs established by the state for recovery—housing, infrastructure, and economic development—that all required environmental reviews; ensuring compliance with HUD's environmental regulations; and training state staff, who had no experience with HUD's regulations.

We also provide first-class **technical assistance to grantees and subrecipients**. Under a large HUD-funded technical assistance (TA) assignment, ICF provided highly time-sensitive technical expertise to the Michigan State Housing and Development Authority (MSHDA) to address concerns over timeliness and compliance, including compliance with the environmental requirements. Environmental work included **training** staff to prepare environmental reviews; **preparing Tier I and Tier II EAs; conducting site visits**; reviewing existing environmental review records (ERRs) and providing guidance on their completion; and **working with the State Historic Preservation Officer (SHPO)** to resolve ongoing issues and stalled program implementation.

ICF has expertise in HUD regulations and guidance development. We support HUD in managing the HUD Exchange website. ICF has provided research services to HUD to support potential changes to existing

regulations on noise standards and storage tank regulation. We are currently engaged in revising HUD's noise calculator. For the storage tank regulation, ICF reviewed the existing regulations and guidebooks and identified potential areas for reevaluation. Specific topics researched include the identification of storage tank features and fire suppression systems; acceptable separation distances (ASDs) from HUD-assisted projects for specific storage tanks, pipelines, and their contents (liquid or gas); identification and assessment of the components of fuel cell storage tanks and how they may be regulated; and the identification and assessment of the components of storage silos and their propensity for explosions. ICF provided HUD with topic-specific reports and several fact sheets for grantees.


Chairman &
Chief Executive Officer
Sudhakar Kesavan
Chief Financial Officer
James Morgan
President &
Chief Operating Officer
John Wasson
Corporate Support
Contracts and Administration, Marketing, Human Resources, Finance, IT, & Legal
Europe & Asia (E&A) Group
Gene Costa
Health, Environment, Analytics, Resilience, & Social Policy (HEARS) Group
Ellen Glover
Energy, Aviation, & Infrastructure (EAI) Group
Sergio Ostria
Marketing Services Group—ICF Olson
John Wasson (Interim)
Disaster Management Division
Mark Lee
Puerto Rico CDBG-DR Environmental Consulting Services

If Proposer's entity is not based in Puerto Rico, Proposer must provide the functional full-time equivalents (FTEs) that will be based and staffed in Puerto Rico. Provide an availability chart that shows: immediate availability; availability of the staff in a year; percentages of available time; and committed time to other projects.

Name	Location	Immediate Availability (hours per week)	Percentage of Immediate Available Time.	Availability in a year (hours per week)	Percentage of Available Time in a Year	Time committed to other projects (hours per week)
Neil Sullivan	Virginia/Puerto Rico	40	100%	40	100%	0
Laura Ziemke	Puerto Rico	40	100%	40	100%	0
Chris Pettit	New Jersey/Puerto Rico	30	75%	40	100%	10
Rick Starzak	California	30	75%	30	75%	10
Robert Lanza	Washington, DC	30	75%	30	75%	10
			0%		0%	
			0%		0%	
			0%		0%

GOVERNMENT OF PUERTO RICO

Department of Housing

EXHIBIT A-2
QUALIFICATIONS AND WORK APPROACH PROPOSAL CHECKLIST
Request for Proposals
Environmental Consulting Services
Community Development Block Grant – Disaster Recovery
CDBG-DR-RFP-2018-03

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

Company Submitting is:

☐ **Proposer**

☒ **First-Tier Subcontractor**

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

Tab	Initials	First-Tier Sub. Applicability	Document Description
6			Key Staff Résumé and Professional Information
7			Work Approach
8			First-Tier Subcontractor Information (if applicable)

Norma Torres
Proposer's Signature

October 3rd, 2018
Date

NORMA I. TORRES
Proposer's Printed Name

GOVERNMENT OF PUERTO RICO

Department of Housing

Proposer's Initials: N.L.T.

EXHIBIT C
STATEMENT OF QUALIFICATIONS
Request for Proposals
Environmental Consulting Services
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing
CDBG-DR-RFP-2018-03

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

1. Entity Data:

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

NORTOL ENVIRONMENTAL & OCCUPATIONAL SAFETY, INC. (Legal Name) | 2001 (Year of Establishment) | [redacted] (Tax ID)

☒ First-Tier Subcontractor | 804827157 (D-U-N-S Number)

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

NORMA I. TORRES (Name) | PRESIDENT (Position)

1.3. Physical Address:

F DE ROJAS ST 2059 (Address Line 1)

EL SENORIAL (Address Line 2)

SAN JUAN (City) | PR (State) | 00926 (Zip Code)

1.4. Mailing Address:

PO BOX 366457 (Address Line 1)

(Address Line 2)

SAN JUAN (City) | PR (State) | 00936-6457 (Zip Code)

1.5. Contact Information:

787-420-0220 (Telephone Number) | NA (Facsimile Number) | NORTOL@PRMAIL.NET (Email Address)

1.6. The Entity is a(n):

☐ Individual ☐ Partnership ☐ Other (Specify)

☒ Corporation ☐ Joint Venture

1.7. If a corporation, indicate all that apply:

☐ Publicly Held ☒ Privately Held ☐ Subsidiary

Proposer's Initials: N.L.T.

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

Name	Telephone	Email	Officer	Director	Member	Partner
NORMA TORRES	(787)420-0220	NORTOL@PRMAIL.NET	☒	☐	☐	☐
JUAN E SANTIAGO	787-240-2040	ENRIQUE@PRW.NET	☐	☐	☒	☐
FELIX A TORRES	787-640-8228	FTOWERS@PRMAIL.NET	☐	☐	☒	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐

Briefly describe the involvement of the officers, directors, members, and any partners for the project. (Not Applicable to First-Tier Subcontractors)

Proposer's Initials: N.L.J.

2. Capacity to Provide Services:

2.1. **Brief History of the Firm:** Attach to this Statement of Qualifications the company's profile. See Tab 1

2.2. **Organizational Chart:** Attach to this Statement of Qualifications the Organizational Chart for the Services. See Tab 1

2.3. **Availability Chart:** Attach to this Statement of Qualifications the Availability Chart for the Services. See Tab 1

2.4. Has the Bidder been involved in any criminal, civil, or administrative suits, actions, investigations, litigations, EPA sanctions and/or administrative complaints or proceedings that where commenced, pending, settled, threatened, resolved, or concluded during the five (5) year period prior to the date of the Proposal Due Date?

☒ No ☐ Yes (See Attachment _____)

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

[Remainder of the Page Left Blank Intentionally]

Proposer's Initials: N.L.J.

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

ID	Client Name	Work Description	Contract Amount	Project Duration (In Months)	Status	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1	TDRS	INDUSTRIAL HYGIENE DURING ASBESTOS & LEAD-BASED PAINT ABATEMENT AT VA HOSPITAL SJ	45,997	16	C	FEB. 2018	CONSULTING AND REPORTS	MAYRA BOSQUES	787-378-2877
2	PR DEPARTMENT OF EDUCATION	MANAGEMENT & TECHNICAL SERVICES ASBESTOS & LEAD BASED PAINT PROJECT	1,182,394	YEARLY RENEWAL	P		CONSULTING, ASSESSMENTS & REPORTS	EDWARD RIVERA	787-318-3155
3	PR BUILDING AUTHORITY	MANAGEMENT & TECHNICAL SERVICES ASBESTOS & LEAD BASED PAINT PROJECTS	372,202	YEARLY RENEWAL	P		CONSULTING, ASSESSMENTS & REPORTS	MARIA NEGRON	787-484-0677
4	PR INFRASTRUCTURE FINANCING AUTHORITY	MANAGEMENT & TECHNICAL SERVICES ASBESTOS & LEAD BASED PAINT PROJECTS	9,710	YEARLY RENEWAL	P		CONSULTING, ASSESSMENTS & REPORTS	EDWARD RIVERA	787-318-3155
5	MUNICIPALITY OF CAGUAS	MANAGEMENT & TECHNICAL SERVICES ASBESTOS & LEAD BASED PAINT PROJECTS	105,645	YEARLY RENEWAL	P		CONSULTING, ASSESSMENTS & REPORTS	GUILLERMO RIVERA	787-392-7025
6	METROPOLITAN UNIVERSITY	ENVIRONMENTAL & OCCUPATIONAL HEALTH/SAFETY TRAININGS	40,567	YEARLY RENEWAL	P		TRAININGS	PATRICIA OGANDO	787-288-1100 x1 1382
7	CERVECERA DE PR	MANAGEMENT & TECHNICAL SERVICES ASBESTOS & LEAD BASED PAINT PROJECTS	24,600	YEARLY RENEWAL	P		CONSULTING, ASSESSMENTS & REPORTS	JOSE LEBRON	787-475-9625
8	BACARDI	MANAGEMENT & TECHNICAL SERVICES ASBESTOS & LEAD BASED PAINT PROJECTS	57,565	YEARLY RENEWAL	P		CONSULTING, ASSESSMENTS & REPORTS	AXEL NIEVES	787-391-7026
9									
10									

Proposer's Initials: N.D.J.

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

ID	Client Name	Work Description	Contract Amount	Project Duration (In Months)	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Proposer's Initials: H. L. T.

3. Reputation and Managerial, Organization, and Technical Capabilities (Not Applicable to First-Tier Subcontractors)

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

Position	***Resource Name***	***Education***	**Years of *Experience in* the Profession**	***Résumé & Certifications***
				(See résumé in Tab ____)
				(See résumé in Tab ____)
				(See résumé in Tab ____)
				(See résumé in Tab ____)
				(See résumé in Tab ____)
				(See résumé in Tab ____)
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				(See résumé in Tab ____)
				(See résumé in Tab ____)
				(See résumé in Tab ____)
				(See résumé in Tab ____)

Proposer's Initials: N. L. J.

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

Name	Email	Phone Number	Relation
EDUARDO RIVERA	eduardo.rivera@afi.pr.gov	787-530-4545	CLIENT
GUILLERMO RIVERA	GuillermoR@caguas.gov.pr	787-392-7025	CLIENT
JOSE DAVILA	Jose.Davila@aep.pr.gov	787-371-7280	CLIENT

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

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

Addendum No.	Date Issued	Addendum No.	Date Issued

Proposer's Initials: H.R.J.

5. Under Oath Certification:

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

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

In witness thereof, the Proposer has executed this Statement of Qualifications this THIRD day of OCTOBER, 2018.

If Entity is an individual:

_____
(Signature of Individual)

_____
(Printed Name of Individual)

_____
(Address Line 1)

_____
(Address Line 2)

_____ _____ _____
(City) *(State)* *(Zip Code)*

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

_____
(Printed Name of Firm)

By: _____
(Authorized Representative's Signature)

_____
(Printed Name of Authorized Representative)

_____
(Address Line 1)

_____
(Address Line 2)

_____ _____ _____
(City) *(State)* *(Zip Code)*

Proposer's Initials: N.L.T.

If Entity is a partnership or joint venture:

_____
(Printed Name of Partnership or Joint Venture)

By: _____
(Signature of General Partner)

_____
(Printed Name of General Partner)

_____
(Address Line 1)

_____
(Address Line 2)

_____ _____ _____
(City) *(State)* *(Zip Code)*

If Entity is a corporation:

NORTOL ENVIRONMENTAL & OCCUPATIONAL SAFETY INC
(Printed Name of Corporation)

PO BOX 366457
(Corporate Address Line 1)

_____
(Corporate Address Line 2)

SAN JUAN PR 00936-6457
(City) *(State)* *(Zip Code)*

By: Norma Torres
(Signature of Officer)

NORMA TORRES
(Printed Name of Officer)

DIRECTOR
(Title of Officer)

Attest: Norma Torres
(Secretary)

[CORPORATE SEAL] NORTOL ENVIRONMENTAL AND OCCUPATIONAL SAFETY, INC. PUERTO RICO

San Juan, Puerto Rico
(Jurisdiction of Incorporation)

Proposer's Initials: _____

Who we are?

Nortol Environmental & Occupational Safety, Inc. (NORTOL) was incorporated on March, 2002. The Principals have more than 25 years of experience in the Environmental, Industrial Hygiene and Occupational Safety/Health consulting field. We provide timely compliance services for clients which manage, maintain, and plan for residential, commercial, institutional and industrial type operations. Our focus is the governmental, municipal and private sector market across Puerto Rico and overseas companies doing business in Puerto Rico.

Our mission is to provide clients across Puerto Rico and overseas with environmental industrial hygiene and occupational safety/health services including related trainings, and environmental permitting from concept planning to completion, with a highly skilled professional team working together, using professional knowledge, common sense and practical experience.

Services

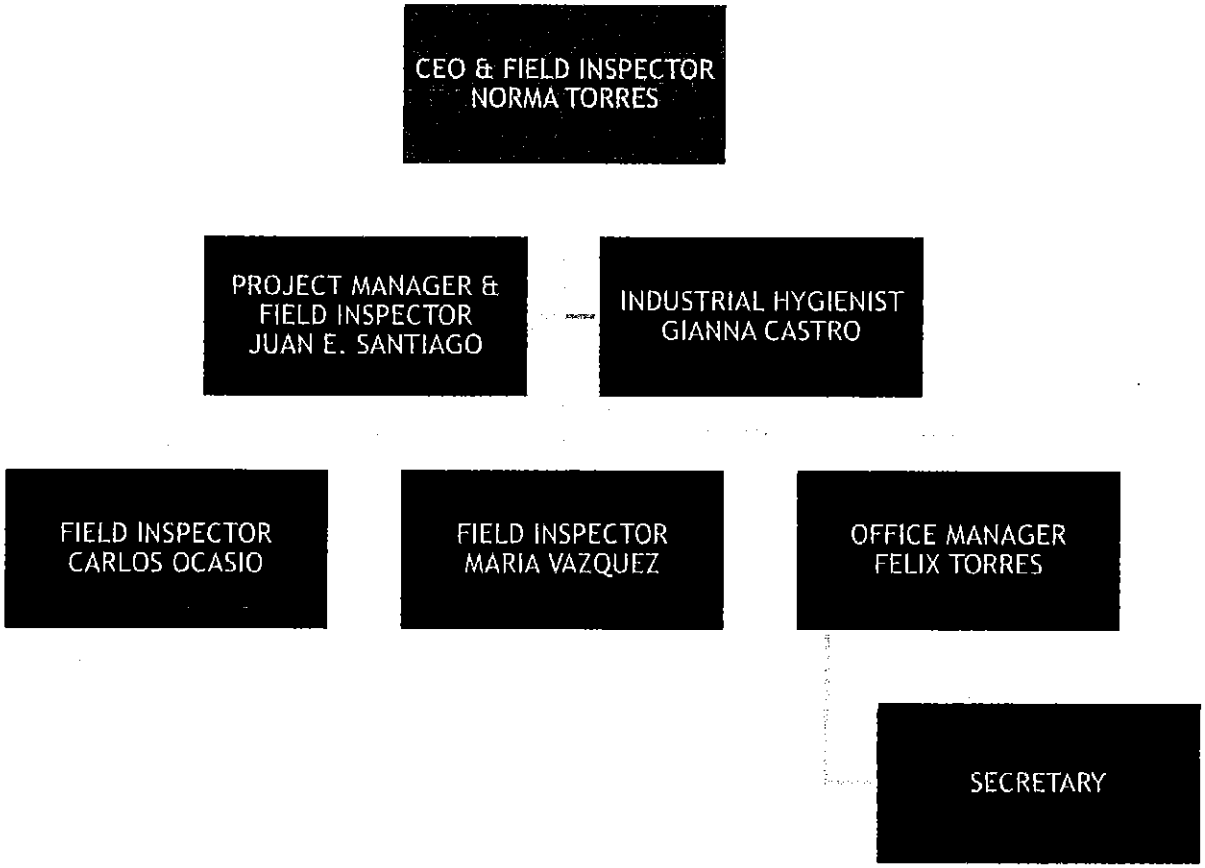
Nortol Environmental & Occupational Safety, Inc. (Nortol) offers environmental, industrial hygiene and occupational safety regulatory compliance solutions. Our services are key parts to anticipate, recognize, evaluate and control of these environmental factors or stresses arising in or from the workplace. Nortol services are also required during the permitting application process for any project which may include renovation or demolition activities regulated by the PR-Environmental Quality Board and/or State/Municipal Offices. Also, it is particularly enforced by the PR Environmental Quality Board Rule 422 (Regulation for the Control of Atmospheric Pollution) and the Occupational Safety and Health Administration [29 CFR 1910.1001(j)(2)] for occupied buildings. Main clients are dedicated to design, construction, demolition and maintenance of buildings, residences, roads and bridges.

Preparation & Professional Affiliations

NORTOL preparation and training includes Environmental Sciences, Respiratory Protection, Industrial Hygiene, Chemistry, Biological Sciences, EPA-EQB Asbestos disciplines, EPA-EQB Lead-Base Paint Accredited Company, EPA Lead-Safe Certified Firm, Lead-based Paint disciplines, NIOSH 582 (Air Sampling); OSH Certifications, HAZWOPER 40-hour and other Environmental and Occupational Health & Safety Regulatory Compliance.

Actually, NORTOL personnel are active members and/or Board ex-Directors of professional organizations such as "Asociación de Ingeniería Sanitaria y Ciencias del Ambiente (AIDIS)", *Sociedad de Profesionales para la Prevención de Accidentes de P.R.*, American Industrial Hygiene Association and the Environmental Assessment Association.

Nortol Environmental & Occupational Safety, Inc.



If Proposer's entity is not based in Puerto Rico, Proposer must provide the functional full-time equivalents (FTEs) that will be based and staffed in Puerto Rico. Provide an availability chart that shows: immediate availability; availability of the staff in a year; percentages of available time; and committed time to other projects.

Name	Location	Immediate Availability (hours per week)	Percentage of Immediate Available Time	Availability in a year (hours per week)	Percentage of Available Time in a Year	Time committed to other projects (hours per week)
Norma I. Torres-Lebrón	San Juan, PR	8	20%	20	50%	12
Maria Vazquez Montes	Guayanilla, PR	8	20%	20	50%	12
Giana I. Castro Muñiz	Guaynabo, PR	8	20%	20	50%	12
Juan Enrique Santiago	San Juan, PR	8	20%	20	50%	12
Carlos E. Ocasio Feliciano	Guayanilla, PR	8	20%	20	50%	12

GOVERNMENT OF PUERTO RICO

Department of Housing

EXHIBIT A-2
QUALIFICATIONS AND WORK APPROACH PROPOSAL CHECKLIST

Request for Proposals
Environmental Consulting Services
Community Development Block Grant – Disaster Recovery
CDBG-DR-RFP-2018-03

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

Company Submitting is:

☐ **Proposer**

☒ **First-Tier Subcontractor**

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

Tab	Initials	First-Tier Sub. Applicability	Document Description
6			Key Staff Résumé and Professional Information
7			Work Approach
8			First-Tier Subcontractor Information (if applicable)

Proposer's Signature

10-04-2018
Date

Harry Peña
Proposer's Printed Name

GOVERNMENT OF PUERTO RICO

Department of Housing

Proposer's Initials: HP

EXHIBIT C
STATEMENT OF QUALIFICATIONS
Request for Proposals
Environmental Consulting Services
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing
CDBG-DR-RFP-2018-03

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

1. Entity Data:

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

Zimmetry Environmental Management Corp. (Legal Name) | 2002 (Year of Establishment) | [redacted] (Tax ID)

☒ First-Tier Subcontractor | 039966861 (D-U-N-S Number)

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

Harry Peña (Name) | President (Position)

1.3. Physical Address:

Road 174 #11-20 (Address Line 1)

Santa Rosa (Address Line 2)

Bayamon (City) | PR (State) | 00959 (Zip Code)

1.4. Mailing Address:

PO Box 3545 (Address Line 1)

(Address Line 2)

Bayamon (City) | PR (State) | 00958 (Zip Code)

1.5. Contact Information:

787-376-9010 (Telephone Number) | 787-995-0005 (Facsimile Number) | hpena@zimmetry.com (Email Address)

1.6. The Entity is a(n):

☐ Individual ☐ Partnership ☐ Other (Specify)

☒ Corporation ☐ Joint Venture

1.7. If a corporation, indicate all that apply:

☐ Publicly Held ☒ Privately Held ☐ Subsidiary

Proposer's Initials: _____

2. Capacity to Provide Services:

2.1. **Brief History of the Firm:** Attach to this Statement of Qualifications the company's profile. See Tab _____

2.2. **Organizational Chart:** Attach to this Statement of Qualifications the Organizational Chart for the Services. See Tab _____

2.3. **Availability Chart:** Attach to this Statement of Qualifications the Availability Chart for the Services. See Tab _____

2.4. Has the Bidder been involved in any criminal, civil, or administrative suits, actions, investigations, litigations, EPA sanctions and/or administrative complaints or proceedings that where commenced, pending, settled, threatened, resolved, or concluded during the five (5) year period prior to the date of the Proposal Due Date?

☒ No ☐ Yes (See Attachment _____)

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

[Remainder of the Page Left Blank Intentionally]

Proposer's Initials: _____

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

Name	Telephone	Email	Officer	Director	Member	Partner
Harry Pena	787-376-9010	hpena@zimmetry.com	☒	☐	☐	☐
Sivany Ortega	939-717-0717	sortega@zimmetry.com	☒	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐

Briefly describe the involvement of the officers, directors, members, and any partners for the project. (Not Applicable to First-Tier Subcontractors)

Proposer's Initials: HR

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

ID	Client Name	Work Description	Contract Amount	Project Duration (in Months)	Status	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1	Medical Sciences Campus, University of Puerto Rico	Asbestos Re-inspection	3,000	1	Report Writing	Mid October	Asbestos Re-inspection	Available Upon Request	
2	PR National Guard	Asbestos Inspection	2,300	1	Report Writing	Mid October	Asbestos Inspection	Available Upon Request	
3	Toledo Engineering	Asbestos & Lead-based paint Inspections	750	1	Field	Late October	Asbestos & Lead-based paint Inspections	Available Upon Request	
4	Walmart	Asbestos & Lead-based paint Inspections	1,800	1	Field	Late October	Asbestos & Lead-based paint Inspections	Available Upon Request	
5	Sacred Heart University	Asbestos & Lead-based paint Inspections	1,500	1	Report Writing	Beginning of October	Asbestos & Lead-based paint Inspections	Available Upon Request	
6	Interlink	Phase I	3,000	1	Field	Late October	Phase I	Available Upon Request	
7	FC Safety & Health Consulting	IH Sampling VOC's & TVOC's	4,800	1	Field	Late October	IH Sampling VOC's & TVOC's	Available Upon Request	
8	Iedifiko	LEED DP IAQ	14,425	1	Field	Late October	LEED DP IAQ	Available Upon Request	
9	Rum-N-Roke, Inc.	Asbestos & Lead-based paint Inspections	1,750	1	Field	Late October	Asbestos & Lead-based paint Inspections	Available Upon Request	
10	Municipality of Culebra	Asbestos & Lead-based paint Inspections	2,000	1	Field	Late October	Asbestos & Lead-based paint Inspections	Available Upon Request	

Proposer's Initials: HP

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

ID	Client Name	Work Description	Contract Amount	Project Duration (in Months)	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1	Toledo Engineering	Asbestos and Lead-based paint Inspections	$2,500	1	January 2018	Asbestos and Lead-based paint Inspections	Available Upon Request	
2	ATC Group Services	Asbestos and Lead-based paint Inspections	$72,000	8	August 2018	Asbestos and Lead-based paint Inspections	Available Upon Request	
3	Alreko Construction	Asbestos and Lead-based paint Inspections	$8,300	3	July 2018	Asbestos and Lead-based paint Inspections	Available Upon Request	
4	Miller & Sons	Asbestos and Lead-based paint Inspections	$4,450	1	February 2018	Asbestos and Lead-based paint Inspections	Available Upon Request	
5	Ports Authority	Lead-based paint Inspections	$1,000	1	March 2018	Lead-based paint Inspections	Available Upon Request	
6	Toledo Engineering	Asbestos and Lead-based paint Inspections	$22,000	2	April 2018	Asbestos and Lead-based paint Inspections	Available Upon Request	
7	Municipality of Arecibo	Lead-based paint Inspections	$3,850	2	July 2018	Lead-based paint Inspections	Available Upon Request	
8	StarMec Contractor	Lead-based paint Inspection	$2,000	1	June 2018	Lead-based paint Inspection	Available Upon Request	
9	Desarrolladora JA	Lead-based paint Inspection	$1,000	1	June 2018	Lead-based paint Inspection	Available Upon Request	
10	Michael Bohnsak Arquitects	Asbestos and Lead-based paint Inspections	$1,500	1	July 2018	Asbestos and Lead-based paint Inspections	Available Upon Request	

Proposer's Initials: HP

3. Reputation and Managerial, Organization, and Technical Capabilities (Not Applicable to First-Tier Subcontractors)

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

Position	Resource Name	Education	Years of Experience in the Profession	Résumé & Certifications
				(See résumé in Tab ____)
				(See résumé in Tab ____)
				(See résumé in Tab ____)
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				(See résumé in Tab ____)
				(See résumé in Tab ____)

Proposer's Initials: HP

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

Name	Email	Phone Number	Relation
Puerto Rico National Guard-Maria Santiago	maria.m.santiago.nfg @mail.mil	787-289-1400 Xt.1050	Environmental Specialist
PR Family Department-Leobardo Villegas, PE	leo.villegas@familia.pr .gov	787-603-4632	Project Manager Officer
PR Ports Authority-Milagros Rodriguez	mirodriguez@prpa.pr. gov	787-729-8863	Environmental Affairs Manager

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

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

Addendum No.	Date Issued	Addendum No.	Date Issued

Proposer's Initials: _____

5. Under Oath Certification:

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

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

In witness thereof, the Proposer has executed this Statement of Qualifications this 4 day of October, 2018.

If Entity is an individual:

_____
(Signature of Individual)

_____
(Printed Name of Individual)

_____
(Address Line 1)

_____
(Address Line 2)

_____ _____ _____
(City) *(State)* *(Zip Code)*

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

_____
(Printed Name of Firm)

By: _____
(Authorized Representative's Signature)

_____
(Printed Name of Authorized Representative)

_____
(Address Line 1)

_____
(Address Line 2)

_____ _____ _____
(City) *(State)* *(Zip Code)*

Proposer's Initials: HP

If Entity is a partnership or joint venture:

_____
(Printed Name of Partnership or Joint Venture)

By: _____
(Signature of General Partner)

_____
(Printed Name of General Partner)

_____
(Address Line 1)

_____
(Address Line 2)

_____ _____ _____
(City) *(State)* *(Zip Code)*

If Entity is a corporation:

Zimmetry Environmental Management Corp.
(Printed Name of Corporation)

Road 174 #11-20
(Corporate Address Line 1)

Santa Rosa
(Corporate Address Line 2)

Bayamon PR 00959
(City) *(State)* *(Zip Code)*

By: _____
(Signature of Officer)

Harry Peña
(Printed Name of Officer)

President
(Title of Officer)

Attest: _____
(Secretary)

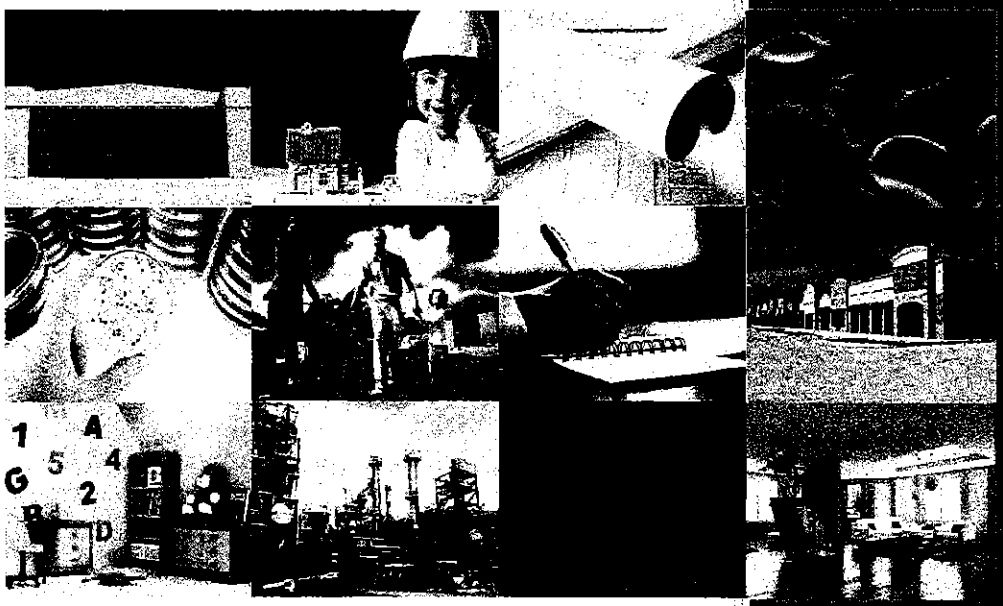
[CORPORATE SEAL]

ZIMMETRY ENVIRONMENTAL MANAGEMENT
SELLO CORPORATIVO
125,023
2002
SAN JUAN, PUERTO RICO

Puerto Rico
(Jurisdiction of Incorporation)

2018

Company Profile



Zimmetry Environmental Management Corp.

PO Box 3545
Bayamón, PR 00958

Ph. 787.995.0005
www.zimmetry.com

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COMPANY PROFILE

At Zimmetry we work with clients looking for consistent services who struggle with the fear that they may receive non-compliant environmental services resulting in delays to their projects, regulatory or public relations issues, that would like to have a specialist with proven experience and knowledgeable personnel that perform in a timely matter.

Zimmetry Environmental Management Corp. was founded in January 2002 by Harry Peña Ruiz. Mr. Peña created Zimmetry soon after he conclude working as a consultant for one of the Industrial Hygiene firms working at the World Trade Center Site after the collapse of the towers in 2001.

Zimmetry has provided its clients with the tools they need to achieve healthier indoor environments, with direct experience in environmental building inspections, indoor air quality consulting and environmental site assessments of residential, commercial, industrial and governmental properties. Besides, the Zimmetry team is supported by the latest technology, analytical services, and comprehensive training.

Zimmetry professional staff applies their varied experiences in environmental inspections, with their extensive knowledge of local and national regulations, to a pricing and disposition strategy that yields the highest maximum value for clients. Leading environmental consulting companies, elite architectural and engineering firms, and building managers depend on Zimmetry's professionals to manage their projects from start to finish.

Our Mission is simple: ***"To give our clients peace of mind and confidentiality within their environmental compliance requirements"***

Consulting Services:

- Industrial Hygiene
- Indoor Air Quality
- Lead Based Paint
- Asbestos
- Radon
- Sick Building
- Green Building
- Mold
- Occupational Noise Exposure
- Phase I Environmental Site Assessments (ESA) Standard E-1527
- Water / Fire Damage Consulting
- Odor Control Consulting
- Occupational Heat Stress
- Ventilation Assessments

STAFF

HARRY PEÑA RUIZ, MSC, CEI

PRESIDENT | INDUSTRIAL HYGIENE & ENVIRONMENTAL BUILDING EXPERT | MOLD & WATER DAMAGE SPECIALIST

Harry Peña Ruiz founded Zimmetry Environmental Management Corp. in January 2002 soon after he conclude working as a consultant for one of the Industrial Hygiene firms working at the World Trade Center Site after the collapse of the towers in 2001. Due to his experience in sampling for air contaminants in demolitions, such as asbestos, lead, particulates and silica, he was invited to participate in the World Trade Center environmental emergency response after the terrorist attacks of 2001. Additionally, he provided trainings and assisted in the evaluation of suspected anthrax threats. Mr. Peña formerly worked as Operations Manager for a local environmental firm from 1995 to 2001.

Mr. Peña holds a Master of Science Degree in Environmental Planning from the Metropolitan University in San Juan, Puerto Rico. Currently, Mr. Peña also teaches at the Atlantic OSHA Training Center and is a faculty member of the School of Environmental Affairs of the UMET Environmental Management Master's Degree Program. Since 2005 Mr. Peña is an approved instructor for the ASTM Phase I & Phase II Environmental Site Assessment Training Courses. He is an EPA / PR Environmental Quality Board accredited Lead-based Paint Inspector & Risk Assessor; EPA / PR Environmental Quality Board accredited Asbestos Inspector; Certified Environmental Inspector (CEI) and Certified Mold Specialist (CMS) by the Environmental Assessment Association. In addition, he has been certified as Air Systems Cleaning Specialist (ASCS) by the National Air Duct Cleaners Association, and as Mold Remediation Specialist (MRS), and Water Restoration Specialist (WRS) by the International Restoration Institute, among numerous others certifications.

Mr. Peña is a member of the International Society of Indoor Air Quality and Climate (ISIAQ); member of the Indoor Air Quality Association (IAQA); and member of the US Green Building Council's Puerto Rico Chapter.

Given his vast experience and professional background, Mr. Peña has served as a plaintiff and defense expert witness in legal cases related to industrial hygiene and mold.

In 2011, Mr. Peña was selected as one of the Ana G. Méndez University System's Distinguish Ex-alumni for his professional achievements and community services.

Onell González, PhD(c), CIEC, LEED AP O+M

PROFESSIONAL INDUSTRIAL HYGIENIST | GREEN BUILDING EXPERT & TRAINER

Onell González-Martínez holds a MSc Magna Cum Laude in Green Building & Sustainable Development of the San Francisco Institute of Architecture in California, US, where it is currently a PhD candidate; and a BSc in Environmental Science from the University of Puerto Rico in Rio Piedras. He also took graduated courses in Environmental Planning at the Graduated School of Planning of the UPR. Mr. González possesses the USGBC's LEED AP O+M credential; he is an EPA/PREQB accredited Lead-based Paint Inspector; EPA/PREQB accredited Asbestos Inspector; Council-certified Indoor Environmental Consultant; and Certified Mold Assessor. He also receives numerous hours of continuing education in HVAC, Green Building, Indoor Environmental Quality, Building Science and Industrial Hygiene on a regular basis.

Mr. González has been directly involved in over 1,000 environmental building assessments, at a wide range of building typologies, for the government, the Navy, the Army, leading architecture and engineering firms, pharmaceutical industries, commercial and private building owners, and many others. As a federal contractor, Mr. Gonzalez has successfully completed the General Services Administration's (GSA) Commercial Identity Verification (CIV) credentialing process.

Mr. González works conducting and overseeing industrial and environmental hygiene investigations, as such, he is responsible for oversee and conduct all Industrial Hygiene & Indoor Air Quality projects; as well as support and sometimes oversee other Environmental Building Assessments. His responsibilities include all tasks associated with several environmental consulting services such as: indoor air quality consulting and sampling for Green Building projects using USGBC's LEED Rating System, IAQ & industrial hygiene investigation and monitoring, mold assessment, sick building assessment, lead based paint inspection, and asbestos containing building materials inspection including recurrent AHERA Regulatory Re-inspection & Audit for Asbestos Operations & Maintenance Plans. Mr. González has also offered awareness-level asbestos training as part of the AHERA regulations compliance requirements.

Mr. González collaborated as a Green Building Certification Institute's Education Provider and Course Submitter on behalf of the USGBC-Caribbean Chapter, served as Chair of the Education Committee, and served as LEED v4 Point of Contact for the Chapter. He also participated as collaborator of the LEED 2012 Regionalization Task Force. In addition, he is a member of the International Society of Indoor Air Quality and Climate (ISIAQ) and member of the Indoor Air Quality Association (IAQA).

As a Green Building educational speaker, he has created and offered multiple green building lectures, and has been the first local speaker to offer LEED 2009 & LEED v4 Green Associate's Credential Study Courses at professional associations and higher education institutions in PR. He has facilitated instructor-led workshops of the USGBC's Education Curriculum and was admitted as a USGBC Faculty member in 2013. Mr. González was also accepted as lecturer at the Professional Studies and Continuing Education Division of the University of PR in Rio Piedras to offer the LEED Green Associate's Credential Study Course. Recently, he was invited by the LEORON Professional Development Institute to offer the said study course in the Middle East & African countries (MEA Region), as one the institute's expert trainers.

RAMÓN ROSADO IZQUIERDO

OPERATIONS MANAGER

Mr. Rosado has Over 30 years of vast experience in the environmental field of the petroleum industry and more than twenty years in the building-related environmental field. He is an EPA / PR Environmental Quality Board accredited asbestos inspector; management planner and abatement supervisor; and is also trained in hazardous materials management.

At Zimmetry, his responsibility includes direction of field activities, consultation on hazardous materials management, and the review of reports.

Before joining Zimmetry, Mr. Rosado worked at Caribbean Petroleum refinery in Cataño, P.R., as supervisor, and at an environmental consulting firm.

JOANNE NEGRON, MSC

ENVIRONMENTAL RISK ASSESSOR | NRPP CERTIFIED RADON PROFESSIONAL | ENVIRONMENTAL BUILDING CONSULTANT

Ms. Negrón possesses a BSc in Chemistry from the University of Puerto Rico and a MSc in Environmental Risk Management from the Metropolitan University in San Juan, Puerto Rico. She is responsible for conducting and overseeing environmental surveys and related technical and consulting services regarding asbestos containing materials and lead based paint investigations.

Ms. Negrón is an EPA / PR Environmental Quality Board accredited Lead-based Paint Inspector & Risk Assessor; EPA / PR Environmental Quality Board accredited Asbestos Inspector; and a National Radon Proficiency Program Certified Residential Measurement Provider. She is also trained in industrial hygiene.

MIGUEL A. PEÑA
CAD MANAGER | ENVIRONMENTAL BUILDING INSPECTOR

Miguel Peña is a Licensed Professional Draftsman with over 30 years of experience in a profuse variety of building typologies and systems. Mr. Peña is in charge of all project's CAD drawings including as-built, environmental assessment finding locations, moisture mapping drawings, contamination extent drawings and other related tasks. Additionally, he is an EPA / PR Environmental Quality Board accredited Asbestos Inspector.

Jorge Cintrón
ENVIRONMENTAL TECHNICIAN

Jorge Cintrón currently pursuing a Bachelor in Environmental Engineering from the Polytechnic University of Puerto Rico. He has attained training on the principles of water quality and systems design, engineering operations, air quality, and waste management. Mr. Cintrón is team player with excellent communication and problem solving skill that helps him contribute to facilitate compliance with environmental regulations, while improving the effectiveness of systems and designs. Among his professional responsibilities are to offer assistance in the following company services: environmental site assessments; industrial hygiene assessments for indoor air quality, mold, asbestos, and lead-based paint; Phase I and Phase II ESAs; prepares chain of custody for analytical testing and recording survey data in approved forms; and completes reports about the surveys.

Isamar Rivera, BS
ENVIRONMENTAL TECHNICIAN

Ms. Rivera possesses a Bachelor Degree in Sciences with a major in Biology from the Turabo University in Gurabo, Puerto Rico, and is currently pursuing a Masters' Degree in Environmental Management with a major in Environmental Assessment and Risk Management from the Metropolitan University in San Juan, Puerto Rico. In addition, Ms. Rivera helps with environmental assessments; industrial hygiene assessments for indoor air quality, mold, asbestos, and lead-based paint; Phase I and Phase II ESAs; prepares chain of custody for analytical testing and recording survey data in approved forms; and completes reports about the surveys.

PARTIAL LIST OF CLIENTELE

Transportation Security Administration

SER DE PUERTO RICO

Centros Sor Isolina Ferré

AEROSTAR AIRPORT HOLDINGS LLC

AmericanAirlines

Pfizer

Roche

MAPFRE

BACARDI

FUNDACIÓN ÁNGEL RAMOS

INTERCONTINENTAL HOTELS & RESORTS

Coca-Cola

U.S.ARMY

TELEMUNDO PUERTO RICO

SAN JUAN RESORT & STELLARIS CASINO

Marriott

Walmart Save money. Live better.

MMM

Partial List of Recently Completed Projects

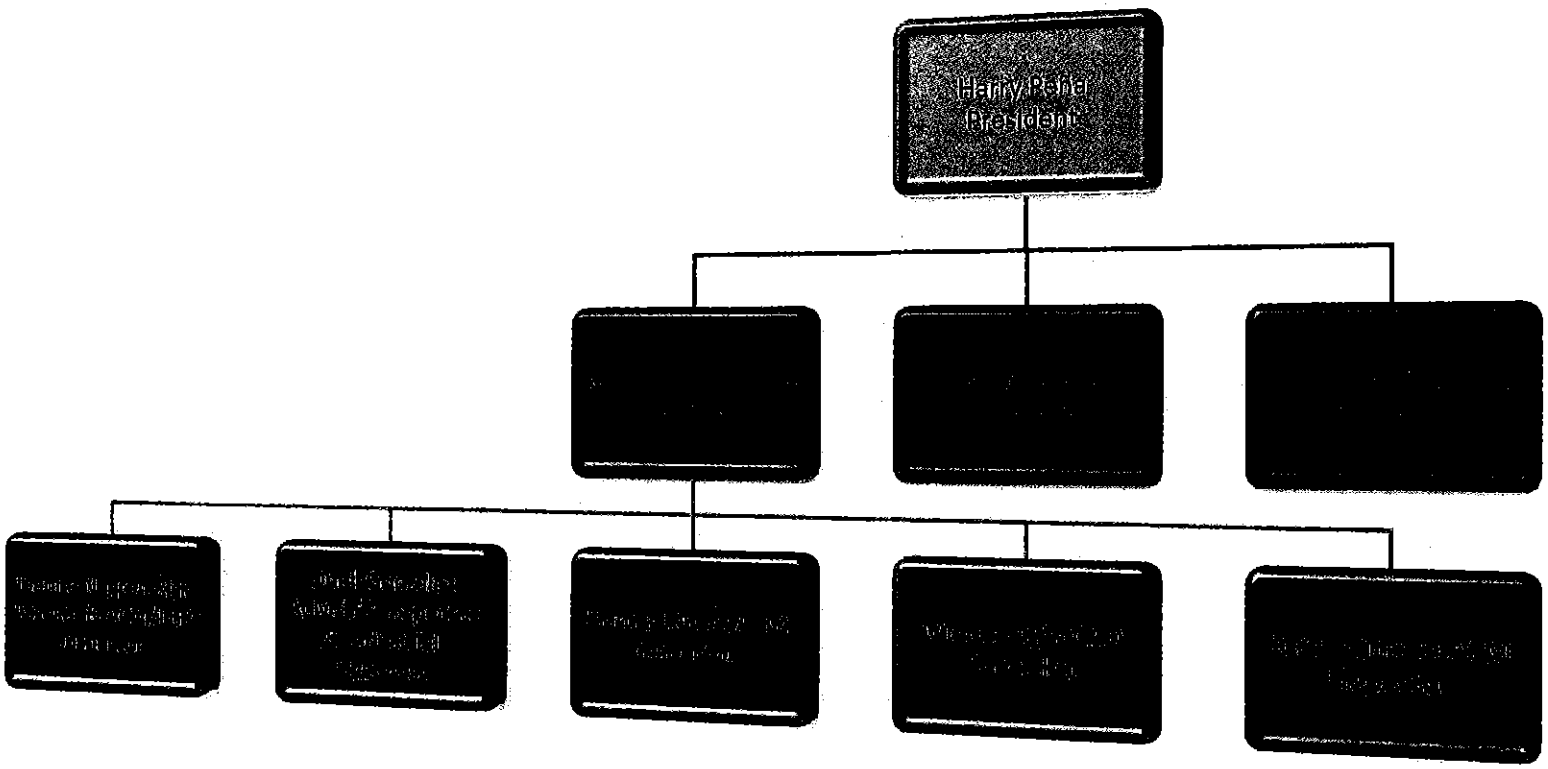
Year	Project/Client	Scope
2018	Toledo Engineering LLC	Lead based Paint & Asbestos Containing Building Materials Inspections at 11 Buildings in US Army Garrison Fort Buchanan PR
2018	Empresas Rivera Siaca Inc.	Industrial Hygiene Consulting Services & Mold Post-Remediation Verification (PRV) Assessment at Floors 1st thru 10th Calaf #34 Building, Hato Rey, PR
2018	NBC Universal- Telemundo, El Mundo Bld., Hato Rey	2018 Asbestos Management AHERA Re-inspection
2018	Sheraton Puerto Rico Hotel & Casino #200 Convention Boulevard, San Juan, PR	Industrial Hygiene Assessment for Indoor Air Quality, Mold & Materials' Moisture Damage
2018	Aerostar Airport Holdings LLC	Industrial Hygiene Sampling for Respirable Cement Dust and Indoor Air Quality Visual Assessment at SKY Caters Facilities in LMM International Airport, Carolina PR
2017	Walmart Inc.	Lead based Paint & Asbestos Containing Building Materials Inspections at 15 Retail Stores through Puerto Rico
2017	Foot Locker Inc.	Industrial Hygiene Assessment for Mold & Moisture Damage at 20 Retail Stores through Puerto Rico
2017	IPR Pharmaceuticals in Canovanas PR	Expedite Industrial Hygiene Assessment for Indoor Air Quality, Mold & Materials' Moisture Damage
2017	Regional Office Facilities of Molina Healthcare in Caguas	Preparation & Supervision of Mold Contaminated Content Recovery Work Plan and Project Schedule
2017	Molina Healthcare Inc.	Industrial Hygiene Assessment for IAQ, Mold & Moisture Various Regional Office Facilities in Rio Piedras, Yauco, Humacao and Ponce
2017	Empresas Caparra / San Patricio Plaza	Indoor Air Quality Testing Federal OSHA Office in San Patricio T-Mobile Center, B7 Tabonuco St., Suite #1105, Guaynabo, PR
2017	HealthWeed LLC –FarmaVerde facilities Bayamón PR	Industrial Hygiene Consulting Services & Microbiological Water Sampling Analysis
2017	Cooperativa Ahorro y Crédito de Juana Díaz Bld., Comercio St. #113 Juana Díaz, PR	Expedite Industrial Hygiene Assessment for Odor Complaints
2017	High Performance Modernization Project at R. Nazario US Court House #150 Chardon Ave, Hato Rey PR	Airborne Dust Characterization Sampling and Particulates Monitoring

PARTIAL LIST OF RECENTLY COMPLETED PROJECTS

YEAR	PROJECT/CLIENT	SCOPE
2018	TOLEDO ENGINEERING LLC	LEAD BASED PAINT & ASBESTOS CONTAINING BUILDING MATERIALS INSPECTIONS AT 11 BUILDINGS IN US ARMY GARRISON FORT BUCHANAN PR
2018	EMPRESAS RIVERA SIACA INC.	INDUSTRIAL HYGIENE CONSULTING SERVICES & MOLD POST-REMEDIATION VERIFICATION (PRV) ASSESSMENT AT FLOORS 1ST THRU 10TH CALAF #34 BUILDING, HATO REY, PR
2018	NBC UNIVERSAL- TELEMUNDO, EL MUNDO BLD., HATO REY	2018 ASBESTOS MANAGEMENT AHERA RE-INSPECTION
2018	SHERATON PUERTO RICO HOTEL & CASINO #200 CONVENTION BOULEVARD, SAN JUAN, PR	INDUSTRIAL HYGIENE ASSESSMENT FOR INDOOR AIR QUALITY, MOLD & MATERIALS' MOISTURE DAMAGE
2018	AEROSTAR AIRPORT HOLDINGS LLC	INDUSTRIAL HYGIENE SAMPLING FOR RESPIRABLE CEMENT DUST AND INDOOR AIR QUALITY VISUAL ASSESSMENT AT SKY CATERS FACILITIES IN LMM INTERNATIONAL AIRPORT, CAROLINA PR
2017	WALMART INC.	LEAD BASED PAINT & ASBESTOS CONTAINING BUILDING MATERIALS INSPECTIONS AT 15 RETAIL STORES THROUGH PUERTO RICO
2017	FOOT LOCKER INC.	INDUSTRIAL HYGIENE ASSESSMENT FOR MOLD & MOISTURE DAMAGE AT 20 RETAIL STORES THROUGH PUERTO RICO
2017	IPR PHARMACEUTICALS IN CANOVANAS PR	EXPEDITE INDUSTRIAL HYGIENE ASSESSMENT FOR INDOOR AIR QUALITY, MOLD & MATERIALS' MOISTURE DAMAGE
2017	REGIONAL OFFICE FACILITIES OF MOLINA HEALTHCARE IN CAGUAS	PREPARATION & SUPERVISION OF MOLD CONTAMINATED CONTENT RECOVERY WORK PLAN AND PROJECT SCHEDULE
2017	MOLINA HEALTHCARE INC.	INDUSTRIAL HYGIENE ASSESSMENT FOR IAQ, MOLD & MOISTURE VARIOUS REGIONAL OFFICE FACILITIES IN RIO PIEDRAS, YAUCO, HUMACAO AND PONCE
2017	EMPRESAS CAPARRA / SAN PATRICIO PLAZA	INDOOR AIR QUALITY TESTING FEDERAL OSHA OFFICE IN SAN PATRICIO T-MOBILE CENTER, B7 TABONUCO ST., SUITE #1105, GUAYNABO, PR
2017	HEALTHWEED LLC –FARMAVERDE FACILITIES BAYAMÓN PR	INDUSTRIAL HYGIENE CONSULTING SERVICES & MICROBIOLOGICAL WATER SAMPLING ANALYSIS
2017	COOPERATIVA AHORRO Y CRÉDITO DE JUANA DÍAZ BLD., COMERCIO ST. #113 JUANA DÍAZ, PR	EXPEDITE INDUSTRIAL HYGIENE ASSESSMENT FOR ODOR COMPLAINTS
2017	HIGH PERFORMANCE MODERNIZATION PROJECT AT R. NAZARIO US COURT HOUSE #150 CHARDON AVE, HATO REY PR	AIRBORNE DUST CHARACTERIZATION SAMPLING AND PARTICULATES MONITORING

YEAR	PROJECT/CLIENT	SCOPE
2017	800 PONCE DE LEÓN CORP. -CAPITOL OFFICE BUILDING, SAN JUAN PR	INDUSTRIAL HYGIENE ASSESSMENT FOR INDOOR AIR QUALITY
2017	MAPFRE OFFICE HEADQUARTERS CÉSAR GONZÁLEZ ST. #297, SAN JUAN, PR	INDUSTRIAL HYGIENE SURVEY FOR ENVIRONMENTAL NOISE POLLUTION
2017	MAPFRE OFFICE HEADQUARTERS CÉSAR GONZÁLEZ ST. #297, SAN JUAN, PR	INDOOR AIR QUALITY (IAQ) AUDIT
2017	INDUSTRIAL HOSPITAL RENOVATION PROJECT, MEDICAL CENTER SAN JUAN, P.R.	MAGNESIUM OXIDE BOARDS' MOISTURE ASSESSMENT
2017	HIGH PERFORMANCE MODERNIZATION PROJECT AT R. NAZARIO US COURT HOUSE #150 CHARDON AVE, HATO REY PR	EXPEDITE USGBC'S LEED PROJECT IAQ COMPLIANCE SAMPLING
2017	EATON ELECTRICAL –COAMO PLANT	2ND IH ASSESSMENT FOR VENTILATION & HEAT STRESS
2016	HOSPITAL SAN LUCAS / ARROYO	LEAD BASED PAINT & ASBESTOS INSPECTIONS
2016	PROFESSIONAL OFFICE PARK TOWERS II, RIO PIEDRAS PR	LEED DYNAMIC PLAQUE IAQ EVALUATION
2016	PONCE CUSTOMS HOUSE US CUSTOMS AND BORDER PROTECTION	LEAD BASED PAINT & ASBESTOS INSPECTIONS
2016	EATON ELECTRICAL –LAS PIEDRAS PLANT	IH ASSESSMENT FOR NATURAL VENTILATION & EXHAUST APPLICATIONS
2016	ANTILLES ELEMETARY SCHOOL FORT BUCHANAN	LEAD BASED PAINT & ASBESTOS INSPECTIONS
2016	GE ENERGY MANAGEMENT NEW GLOBAL BREAKER COE FACILITIES AT ARECIBO, PR	USGBC'S LEED PROJECT IAQ COMPLIANCE SAMPLING
2016	HOSPITAL RYDER SAN LORENZO	LEAD BASED PAINT & ASBESTOS INSPECTIONS
2016	CADILLAC UNIFORM & LINEN SUPPLY, BAYAMON, PR.	OCCUPATIONAL NOISE EXPOSURE INITIAL NOISE SURVEY
2016	RAMEY HIGH SCHOOL AGUADILLA	LEAD BASED PAINT & ASBESTOS INSPECTIONS
2016	MOLINA HEALTHCARE –PONCE	IH AREA SAMPLING FOR TOTAL PETROLEUM HYDROCARBONS NIOSH 1550
2016	EL MUNDO BLD., HATO REY PR	ANNUAL IAQ & MOLD COMMISSIONING SERVICE
2015	PEPSI COLA MANUFACTURING, CIDRA INDUSTRIAL PARK	ASBESTOS INSPECTION
2015	SHERATON OLD SAN JUAN HOTEL	LEAD BASED PAINT & ASBESTOS INSPECTIONS
2015	PALACIO SANTA CATALINA, OLD SAN JUAN	LEAD BASED PAINT INSPECTION
2015	EATON ELECTRICAL -COAMO PLANT	INDUSTRIAL HYGIENE ASSESSMENT FOR OCCUPATIONAL HEAT STRESS MANAGEMENT THRU NATURAL VENTILATION AND EXHAUST
2015	SAN JUAN MARRIOTT RESORT & STELLARIS CASINO	INDOOR AIR QUALITY AUDIT (EPA I-BEAM)

ZIMMETRY ENVIRONMENTAL MANAGEMENT CORP.
Compliance, Reliability...Peace of Mind!



If Proposer's entity is not based in Puerto Rico, Proposer must provide the functional full-time equivalents (FTEs) that will be based and staffed in Puerto Rico. Provide an availability chart that shows: immediate availability; availability of the staff in a year; percentages of available time; and committed time to other projects.

Name	Location	Immediate Availability (hours per week)	Percentage of Immediate Available Time	Availability in a year (hours per week)	Percentage of Available Time in a Year	Time committed to other projects (hours per week)
Example	Florida	30	75%	30	75%	10
Harry Peña	Puerto Rico	24	60%	24	60%	16
Onell González	Puerto Rico	24	60%	24	60%	16
Joanne Negrón	Puerto Rico	24	60%	24	60%	16
			0%		0%	
			0%		0%	
			0%		0%

GOVERNMENT OF PUERTO RICO

Department of Housing

ATTACHMENT 2
SCOPE OF SERVICES
Request for Proposals
Environmental Consulting Services
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing
CDBG-DR-RFP-2018-03
(Revised for Addendum No. 2)

1. Introduction and Overview

The Puerto Rico Department of Housing (PRDOH) is issuing this Request for Proposals (RFP) to procure environmental services for the CDBG-DR grant, under the Action Plan and subsequent action plans. It seeks to select the Environmental Consulting Firm(s) that will aid in the PRDOH's objectives of strategic preparation and development of a broad range of CDBG-DR funded programs, with special focus on the Single-Family Rehabilitation, Reconstruction, or Relocation Program.

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

2. CDBG-DR Housing Programs

PRDOH has structured recovery programs for first-wave implementation that meet the immediate housing needs of the most vulnerable populations on the island by emphasizing housing programs that serve low-to-moderate income households and prioritize elderly persons age 65 and above. Through these programs, home repair and reconstruction will begin in earnest in a way that does not perpetuate building in high risk areas.

A brief description of the CDBG-DR Single-Family Repair, Reconstruction, or Relocation Program and its objectives follows:

2.1. Single-Family Repair, Reconstruction, or Relocation Program

Provides funding to repair damaged homes or rebuild substantially damaged homes in place in non-hazard areas. Reconstruction activity returns otherwise displaced families to their homes in their same community. Homes become eligible for reconstruction when the property estimated cost of repair exceeds the lesser of $48,000 or 50% of the current value (as confirmed through program inspection), or if a feasibility inspection determines that reconstruction is required. Homes that may not be rebuilt in place due to legal, engineering or environmental constraints (permitting, extraordinary site conditions, etc.) will not be reconstructed and the homeowner will be provided relocation options. Homes with existing damage equal to or less than the lesser of $48,000 or 50% of the current value will be rehabilitated to achieve standards and compliance with applicable building codes. For additional details of the Program refer to the Action Plan. The Program has the following objectives:

- Return displace homeowners
- Reconstruct housing to higher resilience standard
- Revitalize weak and aging housing stocks
- Moving households out of unsafe conditions

To streamline the environmental review process and prevent duplication of efforts the Program will use a tiered approach for environmental compliance. The tiered approach has two (2) parts: the broad scale environmental review that focuses on a targeted geographic area (the Tier 1), and the unspecified site review (the exact physical location of the project not presently known) (the Tier 2). The Tier 1 review will be performed by means of another contract (not the one herein procured). The Proposer will be required to complete the Tier 2 reviews. The Tier 2 review will include specific written strategies for addressing the environmental effects that can only be determined when specific sites become known (i.e. site acceptability criteria and standards-including mitigation measures, historic preservation, airport clear zones, explosive and flammable operations, toxic/hazardous/radioactive materials, contamination, chemicals, or gases). There must be written documentation of compliance before funds are committed to specific sites. If any project deviates from the tiered review (and the approved site-specific compliance strategies), then separate environmental reviews must be prepared for those projects.

3. Staff, Services and Tasks

This section details the environmental tasks that the Selected Proposer must perform in order to support PRDOH in the CDBG-DR Programs, including, but not limited to, the Single-Family Rehabilitation, Reconstruction, or Relocation Program. The Selected 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 release. 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 contemplated contract. All tasks must be performed and completed by the Proposers in accordance with all federal and state laws and regulations, whichever is more restrictive.

3.1. Staff Requirements

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

3.1.1. Staff Experience and Qualifications

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

3.1.2. Organizational and Staffing Plan

Proposer shall submit to the PRDOH an initial organizational chart detailing the identity of each person (whether employed by Proposer or a subcontractor) who shall perform any Environmental Services required or work on the CDBG-DR Programs, including, but not limited to, the Housing Programs. The Proposer's

organization and staffing plan shall specifically include the required number of personnel, role and responsibilities of each person on the project, name of the resource or subcontractor, résumé or professional information, their planned level of effort, their anticipated duration of involvement, and their on-site availability. The Proposer should demonstrate their ability to adequately staff and scale each functional area to maintain agreed upon service levels throughout the life of the Program.

4. Environmental Tasks

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

4.1. Task: Environmental Review

The specific services of the Proposer required under this task include, but are not limited to, initiating meetings with PRDOH staff and any project partners. For each project, Proposer will conduct environmental reviews (including required publication of notices) on an as-needed basis in accordance with the required level of clearance. Environmental reviews must, at a minimum, comply with the requirements of the Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), the National Environmental Policy Act (including implementing regulations at 40 CFR 1500 and 24 CFR 58), the Environmental Public Policy Act of Puerto Rico, as amended (Law Num. 416-2004), and the Puerto Rico Permit Process Reform, as amended (Law Num. 161-2009) along with any other local environmental review requirements. For each project, the Proposer will create an Environmental Review Record ("ERR") meeting the above legal requirements and documenting PRDOH's review and compliance with the related federal authorities listed in 24 CFR 58.

For each project, the Proposer will assess the feasibility of the proposed project in relation to the required level of environmental review and make a recommendation to PRDOH as to the appropriate level of review (e.g. Environmental Impact Statement, Environmental Assessment, Categorically Excluded, etc.). The Proposer will be responsible for coordinating with the project sponsor and the oversight/regulatory agencies to assure compliance documentation is obtained for each ERR.

This task requires the Proposer to have the capability to evaluate potential environmental impacts of proposed activities in the following substantive areas: land use, zoning, and public policy; socioeconomic conditions (including population, housing stock and economic activities such as business and employment); community facilities and services (e.g., public schools, hospitals and fire and police protection); open space (e.g., land designated for leisure, or land set aside for the protection and/or enhancement of the natural environmental); shadows; historic resources (including historic districts, buildings, structures, sites, and objects); urban design and visual resources; natural resources; hazardous materials assessment; infrastructure (e.g. water supply, wastewater, sanitation, energy, roadways, bridges and public transportation); solid waste and sanitation services; energy; transportation, including traffic and parking, transit and pedestrians; air quality; greenhouse gas emissions; noise (mobile, stationary and construction noise assessment); public health; neighborhood character; environmental justice; construction impacts; and alternatives to the proposed activities.

The following activities are included in this task, as may be required by PRDOH on a project by-project basis:

- Maintain contact list of governmental and non-governmental stakeholders.

- Mail, email and otherwise distribute legal notices to interested stakeholders.
- Arrange for publication of legal notices in newspapers to reach members of the public likely to have an interest in the proposed project.
- Assist PRDOH in summarizing comments and preparing responses to comments as necessary.
- Create and coordinate summary reports to update PRDOH on each project's status and compliance on environmental review requirements.
- Perform any other duty that relates to 24 CFR Part 58, HUD Environmental Reviews and Puerto Rico's Environmental Laws and regulations [Puerto Rico Environmental Quality Board (JCA for its Spanish Acronym) and Puerto Rico Department of Environmental and Natural Resources (DRNA for its Spanish Acronym)] and other environmental requirements.

4.2. Task: Environmental Surveys and Assessments

The specific services of the Proposer required under this task include but are not limited to the completion of environmental site assessments.

- Perform hazardous materials environmental site assessments ("ESAs") and prepare hazardous waste remediation plans.
- Perform a record review to obtain and review records that will help identify recognized environmental conditions in connection with the property.
- Perform field observations and testing to determine if a project site is contaminated from past or present on-site and/or off-site activities, including, at a minimum, undertaking Phase I consistent with applicable American Society for the Testing of Material protocols.
- Where contamination is present, identify the appropriate mitigation measure, the contaminant of concern and the location of the contamination.
- The proposer is responsible to notify the PRDOH of any other requirement, studies, reviews and/or assessment related to this task.

4.3. Task: Environmental Testing

The specific services of the Proposer under this task include the performance of inspections and risk assessments for asbestos, radon and lead-based paint in accordance federal and state regulatory standards. The Proposer, laboratories, and personnel that will be performing the testing, reviews and/or assessments must possess all certifications required by the EPA, JCA, DRNA, HUD, PRDOH, and federal and Puerto Rico's Environmental Laws and regulations.

4.3.1. Subtask A: Asbestos Inspection and Testing

Proposer is expected to be fully familiar with Puerto Rico's regulations, as well as related federal regulations such as, but not limited to, 40 CFR Part 763 (Asbestos Containing Material in Schools), 40 CFR Part 1926.1101 (Construction) and 40 CFR Part 61 (Subpart M) (Hazardous Air Emissions), as may be applicable. The Proposer and personnel that will be performing the testing, reviews and/or assessments must possess all certifications required by the JCA. Deliverable will be furnished within 10 business days of "on-site" completion.

4.3.2. Subtask B: Lead-Based Paint Inspection and Testing

All lead-based paint testing will be performed by an EPA Certified Lead-based Paint Activities Firm utilizing an EPA Certified Lead based Paint Inspector or Risk Assessor in compliance with 24 CFR Part 35. The Proposer and the Lead based Paint Inspector or Risk Assessor must be certified by the Environmental Quality Board (JCA

for its Spanish Acronym). Deliverable will be furnished within 10 business days of "on-site" completion. The Proposer and personnel that will be performing the testing, reviews and/or assessments must possess all certifications required by the JCA.

4.3.3. Subtask C: Radon Testing

All radon testing must follow the protocols set by the American Association of Radon Scientists and Technologists, Protocol for Conducting Measurements of Radon and Radon Decay Products in Homes (ANSI-AARST MAH-2014). Testing must be performed under the supervision of a Radon Professional certified by the American Association of Radon Scientists and Technologists National Radon Safety Board and with a certification/license from the state. Deliverables will be furnished within 10 business days of "on-site" completion.

4.4. Specialized Services on Standby

The environmental review process may require the Selected Proposer to sub-contract specialized services. In that event, the Proposer must submit a list of the specialized services to be sub-contracted among those listed below. The information should include a brief information about the services contained within, name of the resource or subcontractor, résumé or professional information and rate per hour.

Whenever a specialized service will be used, the Selected Proposer will submit to the PRDOH a Request for Authorization (RFA), which includes the justification and costs for the services to be subcontracted. An allowance would be included in the contract for these specialized services available on as-needed basis, after the RFA is approved by PRDOH. Since the costs for specialized service will be paid from an allowance, if needed and after approval, the Proposer shall not include any amount for specialized services in its Cost Proposal in response to this RFP.

The following services, but not limited to, are considered specialized (this is not an all-inclusive list):

4.4.1. Wetland Evaluations and Delineations

The proposer must provide information and costs regarding the specialized services that may be included as wetland evaluations and delineations.

4.4.2. Phase II Environmental Site Assessment

The proposer must provide information and costs regarding the specialized services that may be included as Phase II ESA.

4.4.3. Historical and Archaeological Studies

The proposer must provide information and costs regarding the specialized services that may be included as historical and archaeological studies. Such services may include, but are not limited to, performing historical and archaeological surveys necessary to assure PRDOH's compliance with Sections 106 and 110(k) of the National Historic Policy Act and implementing regulations at 36 CFR 800, in compliance with Programmatic Agreements between PRDOH and SHPO, as needed. The personnel that will be performing the Historical and Archaeological studies must meet the National Park Service's Secretary of the Interior's (SOI) Preservation Professional Qualifications Standards.

4.4.4. Other Specialized Environmental Services

The proposer must provide information and costs regarding the specialized services that may be included as other specialized environmental services.

5. Key Deliverables

The key deliverables to be provided include, but are not limited to, the following:

5.1. Environmental Review

- As applicable, Certificates of Exempt Activity in accordance with 24 CFR 58.34; Certificates of Categorical Exclusion in accordance with 24 CFR § 58.35; Certificates of Compliance with legal authorities in 24 CFR §§ 58.5 and 58.6; Environmental Assessments; Tiered Environmental Assessments; EIS Scopes of Work; Environmental Impact Statements; and Tier II checklists in a format required by PRDOH. Each such deliverable must include a concise rationale documenting environmental findings and supporting the proposed determinations.
- Proof of publication of all necessary public notices published in the official journal as required by 24 CFR Part 58. This includes proof of Notice of Intent / Request for Release of Funds for each program and assistance in obtaining Authorization to Use Grant Funds from HUD.
- Assist PRDOH in all matters related to HUD Environmental Review Online System (HEROS). This includes submit, upload and/or post information and/or documentation related to environmental services.

5.2. Environmental Surveys and Assessment

- Preparation and submittal of Phase I ESA Reports in accordance with ASTM Standard E 1527-13; preliminary exposure assessments; and a recommended scope of work for a Phase II ESA, when applicable.
- Any other related deliverable requested and produced in the course of the contract to effectuate the services outlined in the RFP.

Proposer(s), for the most part, will be required for complete Tier 2 reviews. Proposer will be given access to the Tier 1 reviews required. Activities are expected to fall under the Tiered Site-Specific level of review (Tier 2). Tier 2 review deliverables will be furnished within 10 business days of "on-site" completion. Additional time may be awarded to the Proposer for complex cases.

Cases outside the Site-Specific Tier 2 level of review will be will be approved by the PRDOH on a case-by-case basis under Specialized Services.

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

Compensation Schedule

Environmental Consulting Services
Tetra Tech, Inc.

Per Unit Tasks

Task	Quantity	Unit Price	Total Cost
Site-Specific Tier 2 Environmental Review	3,000	$425.00	$1,395,000.00
Asbestos Inspection and Testing	3,000	$860.00	$2,580,000.00
Lead-Based Paint Inspection and Testing	3,000	$820.00	$2,460,000.00
Sub-Total			**$6,435,000.00**
Allowance for Specialized Services			$2,000,000.00
Allowance for Dissemination			$100,000.00
Total			**$8,535,000.00**

Professional Staff Rates for Specialized Services on Stand-By

Staff Position	Hourly Rate
Project Manager	$195.00
Senior Environmental Engineer	$185.00
Associate Environmental Engineer	$97.00
Senior Environmental Scientist	$182.00
Associate Environmental Scientist	$96.00
Environmental Technician	$49.00
Lead/Asbestos Inspector	$118.00
SHPO Professional	$129.00
Archeologist	$139.00
Wetland Specialist	$129.00
Biological Expert	$139.00
Floodplain Specialist	$129.00
GIS Specialist	$113.00

TETRA TECH

Submitted electronically to: wrios@vivienda.pr.gov

May 1, 2019

Mr. William G. Ríos Maldonado
Procurement Director
CDBG-DR Program
Department of Housing
Government of Puerto Rico

Subject: **Best and Final Offer (BAFO)**
RFP No. CDBG-DR-RFP-2018-03 Environmental Consulting Services

Dear Mr. Maldonado and Members of the Evaluation Committee,

Tetra Tech appreciates the opportunity to provide a best and final offer to RFP No. CDBG-DR-RFP-2018-03 for Environmental Consulting Services under the Community Development Block Grant Program. As per your request, we have reviewed our pricing to identify ways to reduce our proposed price. As such, attached is Tetra Tech's updated Cost Proposal document.

Thank you again for the opportunity to submit a revised pricing. We look forward to working with Puerto Rico on this important effort. For questions regarding this submittal, please contact the representative listed below.

Technical representative:
Mr. John Buri
2901 Wilcrest Drive, Suite 400
Houston, Texas 77079
(713) 737-5763 | (713) 737-5763
John.Buri@tetratech.com

Contractual representative:
Ms. Betty Kamara
2301 Lucien Way, Suite 120
Maitland, Florida 32751
(407) 803-2551
Betty.Kamara@tetratech.com

Sincerely,
Tetra Tech, Inc.

Jonathan Burgiel
Business Unit President

Cc: Betty Kamara, Tetra Tech
John Buri, Tetra Tech

GOVERNMENT OF PUERTO RICO

Department of Housing

Proposer's Initials:

Exhibit N
COST FORM
Request for Proposals
Environmental Consulting Services
Community Development Block Grant – Disaster Recovery
CDBG-DR-RFP-2018-03
(Revised for Negotiations)

Name of Proposer:

Task Description[5]	Quantity[1][2]	Units Price[3]	Total Cost
Site-Specific Tier 2 Environmental Review[8]	6,000	$465.00	$2,790,000.00
Asbestos Inspection and Testing	6,000	$860.00	$5,160,000.00
Lead-Based Paint Inspection and Testing	6,000	$820.00	$4,920,000.00
Sub-Total Cost			$12,870,000.00
Allowance for Specialized Services on Stand-by[4][6]			**$2,000,000.00**
Allowance for Dissemination and/or Publication[7]			**$100,000.00**
Total Proposal Cost[2]			$14,970,000.00

Notes:

(1) The quantities provided are based on the overall expectations, at the moment, of the PRDOH for Single-Family Rehabilitation, Reconstruction, or Relocation Program applications. Also, the quantities assume that all applications will require the execution of all tasks by the Proposer. This is not necessarily true. The Proposer, for any single application, will only perform those tasks necessary to bring the specific project to environmental compliance.

(2) Depending on the quantity of Selected Proposer(s) by the PRDOH, contracts to be executed by and between the Proposer(s) and the PRDOH will divide the estimated quantities of tasks among the different Selected Proposer(s). Therefore, contracts may be executed by the PRDOH for amounts lower than the Total Proposal Cost. Regardless of the amounts of the contracts signed, the Unit Prices proposed will be included as part of the contracts. This does not limit the PRDOH on amending the executed contracts to include additional quantity of tasks to the originally included.

(3) Unit Prices include all time and expenses, including, among others, overhead, profit, royalties, reimbursement costs, as well as any other additional fees and administrative costs applicable to the services requested.

(4) Whenever specialized services are to be used, the Selected Proposer(s) will submit to the PRDOH a Request for Authorization (RFA) that includes the justification and costs for the services. After the specialized services are approved by the PRDOH, or its designee, the Selected Proposer(s) shall execute the services in a promptly manner. Specialized services that may be billed by the Selected Proposer(s) under the specified allowance include (but are not limited to): Wetland Evaluations and Delineations, Phase II ESA Specialized Services, Historical and Archaeological Studies, and Other Specialized Environmental Services.

(5) All tasks are to be assumed for Single-Family Housing Units. Any task outside the scope of a Single-Family Housing Unit will be approved by the PRDOH to the Proposer(s) by means of a Request for Authorization (RFA) that includes the justification and cost for the services (See Note 4).

(6) Proposer will provide hourly rates of Key Team Members for the project as part of this Cost Form. These rates will be used in the negotiations between the PRDOH and the Proposer(s) for Specialized Services on Stand-by.

(7) This allowance will cover the cost of any dissemination and/or publication of findings as a result of environmental reviews performed by the Proposer(s) on newspapers of general circulation as per 24 CFR Part 58. For dissemination and/or publication the Proposer, as allowed by local law, may be compensated with a commission charge to not exceed 15% of the gross cost billed to the Proposer(s) by the media outlet, company, or supplier. This commission charge shall cover the Proposer(s) cost for outsourcing the services and the Proposer(s) performance of services as an intermediary with media, production companies, or any other supplier of advertising goods or services. All dissemination and/or publication shall be made in both English and Spanish.

(8) Proposer(s), for the most part, will be required to complete Site-Specific Tier 2 Environmental Reviews in support of a Tier 1 Review for the Single-Family Repair, Reconstruction, or Relocation Program. Proposer(s) will be given access to the Tier 1 reviews required. Cases outside the Tier 2 level of Environmental Review will be approved by the PRDOH on a case-by-case basis under Specialized Services.

Proposer's Initials: JB

Professional Staff Rates for Specialized Services on Stand-By

Staff Position	Hourly Rate
Project Manager	$195.00
Senior Environmental Engineer	$185.00
Associate Environmental Engineer	$ 97.00
Senior Environmental Scientist	$182.00
Associate Environmental Scientist	$ 96.00
Environmental Technician	$ 49.00
Lead/Asbestos Inspector	$118.00
SHPO Professional	$ 129.00
Archeologist	$139.00
Wetland Specialist	$129.00
Biological Expert	$ 139.00
Floodplain Specialist	$ 129.00
GIS Specialist	$113.00

Jonathan Burgiel
Proposer's Signature

May 1, 2019
Date

Jonathan Burgiel, Business Unit President
Proposer's Printed Name

Cost Assumptions

Below are the assumptions that support Tetra Tech's proposed unit pricing in the Cost Form:

General

- All deliverables will be electronic.
- No Phase I Environmental Site Assessments are required as part of the unit rates. Any Phase 1's would be performed as specialized services using the hourly rates included in our proposal.
- Except as noted below, the unit pricing does not include any of the specialized services on standby described in the Scope of Services.
- Tetra Tech will participate in weekly status meetings.
- The minimum assignment size is a group of 500 properties.

Site-Specific Tier 2 Environmental Review

- The unit price for Tier 2 Reviews assumes Tetra Tech will be allowed to schedule site inspections separately from other required inspections (e.g., damage assessments) to allow for efficient routing of field inspector staff.
- A signed Right of Entry form will be provided for every assigned property.
- A site inspection and site inspection report are required for every property.
- Limited review by a historic preservation specialist is required for Section 106 compliance for every property. Standard project review is not included.
- No eight-step reviews for floodplains or wetlands are required.
- No individual Notices of Intent to Request Release of Funds or other legal notices are required.

Asbestos Inspection and Testing

- Pricing is for an asbestos building inspection
- Pricing does not include clearance testing or any monitoring during abatement activities
- An asbestos inspection report will be submitted within 10 days of field work being completed
- Pricing includes 10 bulk building samples per inspection
- Additional samples will be billed on a per sample basis of $10.00 per sample

Lead-Based Paint Inspection and Testing

- Pricing is for Lead Based Paint Risk Assessments
- Pricing does not contain Lead Based Paint Clearances
- A lead-based paint risk assessment report will be submitted within 10 days of field work being completed
- Pricing includes 10 wipe/dust samples and up to 5 soil samples
- Additional samples will be billed on a per sample basis of $10.00 per sample

GOVERNMENT OF PUERTO RICO
Department of Housing

*DV-OSPA-78-5

ATTACHMENT 5
OSPA
Request for Proposals
Environmental Consulting Firms
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing

DEPARTAMENTO DE LA VIVIENDA
SECRETARIA AUXILIAR PARA ASUNTOS LEGALES
SECCIÓN DE SEGUROS

CONDICIONES ESPECIALES SOBRE SEGUROS Y/O FIANZAS

CONTRATO DE SERVICIOS PROFESIONALES

NÚMERO DE LICITACIÓN: _____

ATENCIÓN A TODOS LOS LICITADORES Y SUS CORREDORES DE SEGUROS

A. Invitación a Licitador Condiciones Especiales de Seguros y Fianzas

Antes de comenzar su trabajo o de recibir una notificación para proceder con el mismo, o que se le permita comenzar a trabajar, el licitador agraciado debe someter a la ***Autoridad de Vivienda Local* (Departamento de la Vivienda de Puerto Rico y Administración de Vivienda Pública)*** según sea el caso, en adelante la ***"AVL"*** en original o dos (2) copias certificadas de las pólizas de seguros y/o fianzas mencionadas a continuación, incluyendo todos los endosos y acuerdos según convenidos y requeridos bajo estas condiciones contractuales especiales, conforme a la siguiente lista de cotejo bajo los artículos marcados con una (X):

(X) 1. PÓLIZA DE SEGURO DE COMPENSACIÓN LABORAL DEL FONDO DEL SEGURO DEL ESTADO

Conforme a la Ley de Compensaciones por Accidentes del Trabajo Núm. 45, para facilitar su adquisición, la "AVL" le proveerá al licitador exitoso una carta dirigida al Fondo del Seguro del Estado.

*DV-OSPA-78-5

(X) 2. RESPONSABILIDAD GENERAL COMERCIAL

CUBIERTAS	LIMITES
I. Commercial General Liability:	$1,000,000.00
• General Agregate	$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 (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
III. Personal Property under care, custody and control:	$1,000,000.00
IV. Garage Liability and Garage Keepers – Legal Liability Forms	$1,000,000.00 (occ.agg)

( ) e. OTRO: _____

(X) 3. CUBIERTA DE CRIME:

CUBIERTAS REQUERIDAS
V. Employee Dishonesty:
• Limit - $250,000 Per Ocurrence • Deductible $2,500 Per Ocurrence
VI. Forgery & Alteration Form:
• Limit - $250,000 Per Ocurrence • Deductible $2,500 Per Ocurrence
VII. Theft, Dissappearance & Destruction (Inside/Outside):
• Limit $100,000 Per Ocurrence • Deductible $1,000 Per Ocurrence
VIII. Computer Fraud:
• Limit $100,000 Per Ocurrence • Deductible $1,000 Per Ocurrence

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(X) 4. RESPONSABILIDAD COMPRENSIVA DE AUTOMÓVIL COMERCIAL

LIMITES
• Auto Liability - $500,000.00 • Physical Damages - $500,000.00 • Medical Payments - $5,000.00
La cubierta de Auto Comercial debe aplicarse a los siguientes símbolos:
• Liability Coverage -1
• Physical Damages – 2 and 8
• Hired – Borrowed Auto - 8
• Non-Owned Auto Liability - 9

( ) e. OTRO: _____

(X) 5. POLIZA PROFESSIONAL LIABILITY

(X) a. Riesgo, interés, localización y límites

(X) i. Descripción del trabajo a realizarse

(X) ii. LÍMITES:

Cada reclamación	U.S. $5,000,000.00
Agregado	U.S. $1,000,000.00
Deducible	U.S. $ 5,000.00

iii. Certificación de que el contrato de seguros ha sido otorgado como cubierta de líneas e excedentes con arreglo al Código de Seguros del E.L.A.

( ) e. OTRO: _____

(X) 6. UMBRELLA

(X) Limite - $10,000,000.00

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(X) 7. LAS POLIZAS A OBTENERSE DEBERAN CONTENER LOS SIGUIENTES ENDOSOS INCLUYENDO COMO ASEGURADOS ADICIONALES AL "AVL" Y AL GOBIERNO PUERTO RICO:

(X) a. Breach of warranty

(X) b. Waiver and / or Release of Subrogation

(X) c. Additional Insured Clause

(X) d. Hold Harmless Agreement

(X) e. 90 Days Cancellation Clause

B. *EVIDENCIA DE COBERTURA DE SEGURO DE CADA SUB-CONTRATISTA A SOMETERSE POR EL LICITADOR AGRACIADO COMO CONTRATISTA PRINCIPAL:*

El licitador agraciado como Contratista Principal tiene el deber, de exigir de cada uno de los sub-contratistas o sub-sub-contratistas, mantengan vigentes todas las pólizas de seguros y/o fianzas necesarias para cubrir su participación individual en el riesgo o riesgos relacionados con el trabajo sub-contratado o el servicio a prestarse.

Por lo tanto, recalcamos, que antes de comenzar a trabajar o de recibir una notificación escrita de proceder con dicho trabajo o de que se le autorice a comenzar el trabajo, el licitador agraciado como Contratista Principal tiene la responsabilidad de proveerle a la "AVL" evidencia a los efectos de que todos los seguros y/o fianzas requeridos bajo las condiciones especiales o requeridos bajo el sub-contrato a cada uno de los sub-contratistas o sub-sub-contratistas, están vigentes y debidamente aprobados por la Sección de Seguros de la "AVL".

Todas las pólizas de seguros se mantendrán vigentes durante el periodo contractual completo, de modo que con cualquier enmienda que resulte en la alteración de la fecha original de terminación del proyecto o de su costo total original, el Contratista principal tomara las medidas necesarias para solicitar del asegurador que incluya dichos cambios en todas las pólizas de seguros y/o fianzas relacionadas y someter evidencia mediante los endosos apropiados con las fechas de vigencia. Las cancelaciones sin consentimiento no son aceptadas.

La "AVL" reserva el derecho de parar cualquier trabajo o servicio bajo control hasta que la infracción a estos requisitos se haya subsanado, de modo que cualquier retraso en el cumplimiento del contrato basado en cualquier incumplimiento con los requisitos de cobertura del seguro se considerara de la exclusiva responsabilidad del Contratista Principal.

C. Las compañías aseguradoras al emitir las pólizas y las fianzas deben estar autorizada para hacer negocios en Puerto Rico, tener una sólida reputación económica estar clasificadas como "A" por el "Best Key Rating Guide" y/o ser aceptadas por la agencia contratante a través de la Sección de Seguros.

D. El contratista antes de comenzar los trabajos, o de recibir comunicación escrita para proceder, o que le sea permitido empezar a trabajar deberá someter a la agencia contratante para revisión, aprobación y certificación por la Sección de Seguros, original o copia certificada de cada una de las pólizas y/o fianzas mencionadas incluyendo todos los endosos y acuerdos según lo requerido y acordado bajo las Condiciones Contractuales Especiales de Seguros según se describe en este anejo.

E. ***CERTIFICACION***

Por todo lo cual, certificamos, que según nuestro mejor conocimiento y a nuestro mejor entender, hemos preparado las "Condiciones Especiales de Seguros y Fianzas" mencionadas anteriormente, luego de la evaluación adecuada de los riesgos relacionados, en base a la información sobre la naturaleza y la descripción del proyecto que nos fue sometida a petición del Programa Contratante mediante solicitud escrita.

NÚMERO DE LICITACIÓN:

DESCRIPCIÓN COMPLETA DEL SERVICIO:

Environmental Consulting Firms

Sept 6-18
FECHA

Arlyn Rodríguez Fuentes
Sección de Seguros
Secretaría para Asuntos Legales
arodriguez@vivienda.pr.gov
(787) 274-2527 x6311

HUD GENERAL PROVISIONS

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

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

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

General Provisions:

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

2. STATUTORY AND REGULATORY COMPLIANCE

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

3. BREACH OF CONTRACT TERMS

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

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

4. REPORTING REQUIREMENTS

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

5. ACCESS TO RECORDS

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

6. MAINTENANCE/RETENTION OF RECORDS

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

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

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

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

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

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

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

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

11. SECTION 504 OF THE REHABILITATION ACT OF 1973

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

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

12. AGE DISCRIMINATION ACT OF 1975

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

13. DEBARMENT, SUSPENSION, AND INELIGIBILITY

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

14. CONFLICTS OF INTEREST

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

15. SUBCONTRACTING

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

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

product to be offered and describing the performance of other relevant requirements of the procurement; and

(vii) Any arbitrary action in the procurement process.

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

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

16. ASSIGNABILITY

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

17. INDEMNIFICATION

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

18. COPELAND "ANTI-KICKBACK" ACT

(Applicable to all construction or repair contracts)

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

19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

20. DAVIS-BACON ACT

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

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

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

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

21. TERMINATION FOR CAUSE

(Applicable to contracts exceeding $10,000)

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

CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the Government of Puerto Rico and/or PRDOH from the CONTRACTOR is determined.

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

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

23. SECTION 503 OF THE REHABILITATION ACT OF 1973
(Applicable to contracts exceeding $10,000)

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

Equal Opportunity for Workers with Disabilities:

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

   (i) Recruitment, advertising, and job application procedures;
   (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
   (iii) Rates of pay or any other form of compensation and changes in compensation;
   (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
   (v) Leaves of absence, sick leave, or any other leave;
   (vi) Fringe benefits available by virtue of employment, whether or not administered by the CONTRACTOR;
   (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
   (viii) Activities sponsored by the CONTRACTOR including social or recreational programs; and
   (ix) Any other term, condition, or privilege of employment.

2) The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3) In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4) The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The CONTRACTOR must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the CONTRACTOR may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

5) The CONTRACTOR will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

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

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

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

1) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

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

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

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

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

7) In the event of the CONTRACTOR's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this

Agreement may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

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

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

The CONTRACTOR certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this certification is a violation of the equal opportunity clause of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the

bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the time specified.

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

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

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

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

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

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

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

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

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

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

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

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

30. FAIR HOUSING ACT

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

31. ENERGY POLICY AND CONSERVATION ACT

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

32. HATCH ACT

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

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

The CONTRACTOR may not do the following activities: be a candidate in partisan elections; use official influence to interfere in elections; coerce political contributions from subordinates in support of political parties or candidates the office of special counsel operates a website that provides guidance concerning hatch act issues.

33. HEALTH AND SAFETY STANDARDS

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

34. PERSONNEL

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

35. WITHHOLDING OF WAGES

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

36. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

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

37. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS

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

38. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS

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

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

39. INTEREST OF CERTAIN FEDERAL OFFICERS

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

40. INTEREST OF CONTRACTOR

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

41. POLITICAL ACTIVITY

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

42. RELIGIOUS ACTIVITY

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

43. FLOOD DISASTER PROTECTION ACT OF 1973

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

44. LEAD BASED PAINT

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

45. VALUE ENGINEERING

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

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