



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

**COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR) /
MITIGATION (CDBG-MIT)
AGREEMENT FOR
OVERSIGHT MANAGEMENT SERVICES FOR INVESTMENT PORTFOLIO FOR GROWTH FOR
DISASTER RECOVERY AND MITIGATION PROGRAM
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
INNOVATIVE EMERGENCY MANAGEMENT, INC.**



KR
WDRR
WDRR
This **AGREEMENT FOR OVERSIGHT MANAGEMENT SERVICES FOR INVESTMENT PORTFOLIO FOR GROWTH FOR DISASTER RECOVERY AND MITIGATION PROGRAM (Agreement)** is entered into in San Juan, Puerto Rico, this 22 of February, 2023, by and between the **PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)**, a public agency created under Act No. 97 of June 10, 1972, as amended, 3 LPRA § 441, et seq., known as the "Organic Act of Department of Housing" with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of San Juan, Puerto Rico, in his capacity as Secretary; and **INNOVATIVE EMERGENCY MANAGEMENT, INC. (CONTRACTOR)**, with principal offices 2801 Slater Road, Suite 200, Morrisville, North Carolina 27560-8477, herein represented by Keith Richard Reynolds, in his capacity as Manager of Contract Administration, of legal age, single, and resident of Baton Rouge, Louisiana, United States, duly authorized by Resolution dated October 30, 2021, by the CONTRACTOR.

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

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

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

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

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

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

comprehensive recovery to benefit the residents of Puerto Rico. PRDOH holds accountability and is committed to the responsible, efficient, and transparent administration of CDBG-DR grant funding.

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

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

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

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

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

WHEREAS, the PRDOH is interested in contracting a highly qualified and skilled firm to provide Oversight Management Services for the PRDOH as related to the CDBG-DR/MIT Grant. This firm will support PRDOH's objectives of ensuring compliance with all CDBG-DR/MIT, HUD and applicable federal and local requirements, rules and regulations, as well as in PRDOH's objectives of the Action Plan, as amended, and adequately coordinating and monitoring all CDBG-DR/MIT related activities.

WHEREAS, on May 31, 2022, the PRDOH issued the Request for Proposal No. CDBG-DRMIT-RFP-2022-04 for Oversight Management Services for Investment Portfolio for Growth (**IPG**) Program under Community Development Block Grant-Disaster Recovery and Mitigation (CDBG-DR/MIT). The PRDOH received four (4) proposals in response to the acquisition process identified. After reviewing the report of the Evaluation Committee and performing a price reasonableness analysis, the Bid Board voted to award the CDBG-DRMIT-RFP-2022-04 to Innovative Emergency Management Inc., since they are the best-qualified proposer to provide oversight management services for the CDBG-DR and CDBG-MIT Programs.

WHEREAS, on July 1, 2022 the CONTRACTOR submitted a proposal (hereinafter referred to as the "Proposal"), which fully complied with the requirements set forth by the PRDOH.

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

KR

WRR
WRR

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: The Contractor will be compensated based on the hours worked and hourly rates. Under this Agreement, the CONTRACTOR shall submit monthly invoices to the PRDOH based on the **Compensation Schedule (Attachment C)** and as the services are rendered. Any and all changes and/or modifications to this Agreement shall be in writing and must be signed by both parties.

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

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

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

II. TERM OF AGREEMENT

- A.** This Agreement shall be in effect and enforceable between the parties from the date of its execution. The Term of this Agreement will be for a performance period of **thirty-six (36) months**, ending on February, 22, 2026.
- B. Contract Extensions:** PRDOH may, at its sole discretion, extend the Agreement's term with Two (2) optional one (1) year extension, upon mutual written agreement of the parties.
- C.** The term of this Agreement shall not exceed the lifetime of the initial Grant Agreement between PRDOH and HUD, unless the term of the initial Grant Agreement is extended by HUD, in which case the Agreement shall not exceed said extended period.

III. SCOPE OF SERVICES

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

IV. COMPENSATION AND PAYMENT

- KR*
- WDRR*
WDRR
- A. The PRDOH agrees to pay the CONTRACTOR for allowable Services rendered under this Agreement in accordance with the rates and amounts described in **Attachment C** of this Agreement.
 - B. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **TWENTY-FIVE MILLION SEVENTY-NINE THOUSAND NINE HUNDRED DOLLARS (\$25,079,900.00)**; Account Number MITM10EDI-DOH-UN; R02E24EDI-PPP-LM; R02E24EDI-PPP-UN; 6090-01-000.
 - C. Such payment shall be compensation for all allowable services required, performed, and accepted under this Agreement included in **Attachment C** and **Attachment D**.
 - D. Any additional funds to complete the services requested by the PRDOH to the CONTRACTOR will be subject to evaluation before acceptance as well as funds availability and will require an amendment to this Agreement.
 - E. The CONTRACTOR shall submit an invoice to PRDOH on a monthly basis. Said invoice must be submitted including all required invoice supporting documents, including but not limited to monthly reports, timesheets, invoice and photos evidence, expense plan and/or work projections. If PRDOH determines that the submitted invoice and supporting documents are acceptable, then the invoice will be approved for payment.
 - F. The services rendered under the Agreement, shall be payable within **forty-five (45) business days** from the date the invoice is received and approved by a PRDOH representative for payment. If PRDOH raises any objections, PRDOH will return the invoice for corrections and the CONTRACTOR shall modify the invoice and return it within **five (5) business days**. Once the CONTRACTOR returns the modified invoice, the PRDOH shall resume and conclude the payment process within the next **forty-five (45) business days**.
 - G. An authorized representative of the PRDOH will review each invoice and, if adequate, will approve and process its payment. Payments to the CONTRACTOR shall be made by electronic funds transfer (**EFT**). PRDOH reserves the right to conduct any audits it deems necessary. The CONTRACTOR agrees to cooperate fully with any such audit or audits.
 - H. While providing the services under this Agreement, the CONTRACTOR must adhere to applicable requirements of the CDBG-DR/MIT grant. If the CONTRACTOR performs ineligible activities under the CDBG-DR/MIT grant or program, the CONTRACTOR cannot include them in the invoice for payment to the CONTRACTOR.
 - I. CONTRACTOR shall be liable to the PRDOH for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement. CONTRACTOR shall reimburse such disallowed costs from funds other than those CONTRACTOR received under this Agreement.
 - J. The CONTRACTOR acknowledges and agrees to repay any CDBG-DR/MIT funds used for ineligible costs.

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

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

V. REIMBURSABLE EXPENSES

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

VI. ADDITIONAL SERVICES

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

VII. OWNERSHIP AND USE OF DOCUMENTS

- A. With the exception of the CONTRACTOR's working papers, the CONTRACTOR acknowledges the PRDOH's ownership of all information, drafts, documents, reports, papers, and other materials developed and prepared by the CONTRACTOR, its agents or representatives, for purposes of performing key obligations hereunder. In the event of any termination, the CONTRACTOR shall deliver such information, drafts, reports, papers and other materials to the PRDOH, in document form or as computer program data, and the CONTRACTOR recognizes the PRDOH's right to request such documentation or computer program data. If the CONTRACTOR fails to deliver said information, the PRDOH may seek a judicial order to enforce its rights.
- B. Proof of expenditures incurred by the CONTRACTOR on behalf of PRDOH shall be made available to PRDOH. The CONTRACTOR agrees to maintain accurate records and files of all contract documents, correspondence, book estimates, bills, and other information related to the CONTRACTOR account. These documents shall be open for the PRDOH examination at all reasonable times during the term of this Agreement, and up to **five (5) years** from the closeout of the grant to the state, or the period required by other local applicable laws and regulations.

VIII. DOCUMENTATION AND RECORDKEEPING

- A. **Records to be Maintained:** The CONTRACTOR shall maintain records of the state and units of general local government, including supporting documentation, which shall be retained for the greater of **five (5) years** from the closeout of the grant to the

state, or the period required by other local applicable laws and regulations. Such records include but are not limited to: Records providing a full description of each activity undertaken; Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR/MIT program; Records required to determine the eligibility of activities; Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-DR/MIT assistance; Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG-DR/MIT program regulations; Financial records as required by 24 C.F.R. § 570.506, and 2 C.F.R. part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and other records necessary to document compliance with this agreement, any other applicable Federal statutes and regulations, and the terms and conditions of PRDOH's Federal award.

- KR
- WRR
WRR
- B. Access to Records:** The CONTRACTOR shall permit the PRDOH and auditors to have access to the CONTRACTOR's records and financial statements as necessary for the PRDOH to meet its audit requirements under the Federal award.
 - C. Record Retention and Transmission of Records to the PRDOH:** Prior to close out of this Agreement, the CONTRACTOR must transmit to the PRDOH records sufficient for the PRDOH to demonstrate that all costs under this Agreement met the requirements of the Federal award.
 - D. CONTRACTOR's Data and Privileged Information:** The CONTRACTOR is required to maintain confidential data demonstrating client eligibility for activities provided under this Agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided.
 - E. PII Policy:** The CONTRACTOR must comply with the PRDOH CDBG-DR/MIT Personal Identifiable Information Policy, as found in the CDBG-DR/MIT Website (www.cdbg-dr.pr.gov), which is herein included and made an integral part of this Agreement, as it may be updated from time to time.

IX. ACCESS TO RECORDS

- A.** The CONTRACTOR agrees to provide the Government of Puerto Rico, PRDOH, HUD's Secretary, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B.** The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

X. NON-DISCLOSURE AND CONFIDENTIALITY

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

- KR
- WORR
WORR
- B. Non-Disclosure:** CONTRACTOR agrees to take all reasonable steps or measures to keep confidential all Confidential Information and will not, at any time, present or future, without PRDOH express written authorization, signed by the Secretary of the PRDOH, use or sell, market or disclose any Confidential Information to any third party, contractor, corporation, or association for any purpose whatsoever. CONTRACTOR further agrees that, except as they relate to the normal course of the service, the CONTRACTOR will not make copies of the Confidential Information except upon PRDOH express written authorization, signed by an authorized representative of PRDOH, and will not remove any copy or sample of Confidential Information without prior written authorization from PRDOH. CONTRACTOR retains the right to control its work papers subject to these confidentiality provisions.
- C. Return Documents:** Upon receipt of written request from the PRDOH, CONTRACTOR will return to PRDOH all copies or samples of Confidential Information which, at the time of the notice are in CONTRACTOR's or its agent's possession. CONTRACTOR reserves the right to retain a set of its work papers.
- D. Equitable Relief:** The CONTRACTOR acknowledges and agrees that a breach of the provision of subparagraph B and C of this Section may cause PRDOH to suffer irreparable damage that could not be remedied or compensated adequately only by mere monetary retribution. The CONTRACTOR further agrees that money damages may not be a sufficient remedy for any breach of this Section. Accordingly, the CONTRACTOR agrees that PRDOH shall have the right to seek injunctive relief and the specific performance of the provisions of this Section to enjoin a breach or attempted breach of the provision hereof, such right being in addition to any and all other rights and remedies that are available to PRDOH by law, equity, or otherwise.

XI. PERFORMANCE WARRANTY

- (a) CONTRACTOR warrants that it will perform all work and provide all Deliverables under this Contract in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- (b) CONTRACTOR warrants that all Deliverables it completes under this Contract shall: meet or exceed the standards of CONTRACTOR's trade, profession, or industry; meet or exceed the specifications set forth in the Attachments to this Agreement; and be fit for ordinary use, of good quality, and with no material defects, if applicable.
- (c) If CONTRACTOR submits Deliverables that do not meet specifications, fails to complete Deliverables timely, or fails to perform its obligation under this Contract, PRDOH may require CONTRACTOR, at its sole expense, if applicable, to:
1. repair or replace Deliverables that do not meet specifications;
 2. refund payment for Deliverables that do not meet specifications and accept the return of such Deliverables;
 3. pay liquidated damages for any past due Deliverable; and
 4. take necessary action to ensure that future performance and Deliverables meet specifications and conform to the Contract.

XII. TERMINATION

- A. Termination for Cause or Default:** The PRDOH may terminate this Agreement, in whole or in part, because of CONTRACTOR's failure to fulfill any of its obligations. The PRDOH shall terminate this Agreement by delivering to the CONTRACTOR a **thirty (30)**

KR
WDR
WORR

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

- B. Termination for Convenience:** The PRDOH may terminate this Agreement, in whole or in part, whenever the PRDOH determines that such termination is necessary or convenient to the Agency. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a **thirty (30) calendar days'** notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination. PRDOH shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.
- C. Termination by Unilateral Abandonment:** The PRDOH will consider this Agreement immediately terminated, in the event that the CONTRACTOR unilaterally and without prior notice, chooses to abandon (in any shape, form or fashion) cease and desist in the specific performance of its general and particular duties and responsibilities as agreed in this Agreement. Upon the knowledge of such event, the PRDOH will not be held liable and will immediately, automatically and retroactively deduct from any future reimbursement, all funds from the day such unilateral abandonment took place. The PRDOH will not be compelled to continue the performance of this Agreement, should the CONTRACTOR breach this Agreement by unilateral abandonment. For the purposes of this Section, Abandonment shall mean that CONTRACTOR voluntarily and intentionally disavows its contractual duties in a manner that is overt and without question a relinquishment of said contractual duties.
- D. Unilateral Termination:** The PRDOH may terminate this Agreement, in whole or in part, at PRDOH's sole discretion, with or without cause, at any time. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a **thirty (30) calendar days'** notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination.

- KR*
- WDRR*
WDRR
- E. Suspension:** The PRDOH may suspend this Agreement in whole or in part at any time for the PRDOH's convenience. The PRDOH shall give the CONTRACTOR **five (5) business days'** written notice of such suspension. Upon receipt of said notice the CONTRACTOR shall immediately discontinue all Services affected.
- F. Immediate Termination:** In the event the CONTRACTOR is subjected to a criminal or civil action, suit, proceeding, inquiry or court of applicable jurisdiction, or any governmental agency, or the CONTRACTOR shall be subject to an order, judgment, or opinion, issued by any federal or local authority, a court of applicable jurisdiction, or any governmental agency, in connection with the execution, delivery, and performance by the CONTRACTOR of this Agreement or the CONTRACTOR of this Agreement has been noncompliant, breach, inaccuracy of any representation, warranties, covenants, or the certifications provided herein, whether the noncompliance, breach or inaccuracy takes place before or after the execution of this Agreement, the PRDOH shall have the right to the immediate termination of this Agreement notwithstanding, any provisions to the contrary herein. This Section will apply in the event of any judgment that may obligate the PRDOH to terminate the Agreement pursuant to Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico.
- G. Period of Transition:** Upon termination of this Agreement, and for **ninety (90) consecutive calendar days** thereafter (the Transition Period), CONTRACTOR agrees to make himself available to assist the PRDOH with the transition of services assigned to CONTRACTOR by the PRDOH. CONTRACTOR shall provide to the PRDOH the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the Services to the PRDOH or a third party designated by the PRDOH. PRDOH reserves the right to provide for the execution of a Transition Services Agreement for the Transition Period. In such instance, the CONTRACTOR will be paid at a reasonable, agreed upon, hourly rate for any work performed for the PRDOH during the Transition Period. Moreover, during that Transition Period, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH.



XIII. PENALTIES AND LIQUIDATED DAMAGES

A. Penalties

1. In the event the CONTRACTOR is determined to have engaged in any proscribed conduct or otherwise is in default as to any applicable term, condition, or requirement of this Agreement, at any time following the Effective Date of the Agreement, the CONTRACTOR agrees that PRDOH may impose sanctions against the CONTRACTOR for any default in accordance with **Attachment B** and **Attachment D** and this Section. Refer to all required provisions set forth at 2 C.F.R. § 200.326 and 24 C.F.R. § 570.489(g), if applicable, and the Contract and Subrecipient Agreement Manual, Section 2, Subsection 2.4.1(a), as found in the CDBG-DR/MIT Website (www.cdbg-dr.pr.gov) which is herein included and made an integral part of this Agreement, as it may be updated from time to time.
2. If the CONTRACTOR fails to comply with federal statutes, regulations or the terms and conditions of the Agreement, PRDOH may take one or more of the following actions:
 - i. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.

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

B. Liquidated damages



The CONTRACTOR shall pay to PRDOH, as liquidated damages, **\$150.00** for each calendar day that any task deliverable required is late until deemed in compliance subject to a maximum of **\$1,500.00** established in this Contract between PRDOH and the CONTRACTOR, in accordance with **Attachments B and Attachment D**. Said sum, in view of the difficulty of accurately ascertaining the loss which PRDOH will suffer by reason of delay in the completion of the Work hereunder, is hereby fixed and agreed as the liquidated damages that PRDOH will suffer by reason of such delay. Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the PRDOH's right to indemnification, or the CONTRACTOR's obligation to indemnify the PRDOH pursuant to this Contract, or to any other remedy provided for in this Contract or by Law. Liquidated damages may be assessed at the sole discretion of PRDOH. For the purpose of applying and calculating such liquidated damages, a grace period of **ten (10) business days** shall be observed. The PRDOH may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages due to the PRDOH per the formula above, the CONTRACTOR shall be liable to pay the difference.

XIV. LIABILITY

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

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

XV. INSURANCE

A. Required Coverage

The CONTRACTOR shall keep in force and effect for the period beginning from the execution of the Agreement and ending at the completion of all services to be provided hereunder, insurance policies in compliance with the Insurance Requirements, attached hereto and made an integral part hereof as **Attachment E**. The CONTRACTOR shall meet all other insurance requirements as may be imposed by PRDOH from time to time.

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

PRDOH will execute this Agreement conditioned to the submission, within **fifteen (15) business days** of the signing of this Agreement, of the insurance policies specified in **Attachment E. Failure to comply with the submission of the insurance policies may result in the termination of the Agreement.**

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

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

B. Endorsements

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

1. PRDOH, Government of Puerto Rico, HUD and its officers, agents and employees are named as additional insured (except Worker's Compensation) but only with respect to liability arising out of tasks performed for such insured by or on behalf of the named insured.
2. To provide waiver of subrogation coverage for all insurance policies provided or herein in favor of PRDOH and its respective officers, agents and employees.
3. The insurer shall be required to give PRDOH written notice at least **thirty (30) days** in advance of any cancellation in any such policies.

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

C. Related Requirements

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

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

KR

WORR
WORR

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

The CONTRACTOR shall require all subcontractors or consultants to maintain in force all insurance policies and/or bonds necessary to cover their individual participation in the risk or risks related to the subcontracted work or service to be rendered. The CONTRACTOR may provide the coverage for any or all of its subcontractors and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined above.

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

XVI. HOLD HARMLESS

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

XVII. FORCE MAJEURE

In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, pandemic officially declared by the Government of Puerto Rico, strike, labor dispute or unrest, embargo, war, insurrection or civil unrest, any *Force Majeure* including inclement weather, herein collectively referred to as *Force Majeure* during the term of this Agreement, neither the PRDOH nor the CONTRACTOR shall be liable to the other party for nonperformance during the conditions created by such event.



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

XVIII. CONFLICTS OF INTEREST

The CONTRACTOR shall comply with the ethics requirements set forth herein and warrant that to the best of its knowledge and belief and except as otherwise disclosed, it does

not have any organizational conflict of interest which is defined as a situation in which the nature of the work under a PRDOH contract and CONTRACTOR'S organizational, financial, contractual or other interest are such that:

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



WRR

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

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

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

XIX. INDEPENDENT CONTRACTOR

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

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

The CONTRACTOR is solely responsible for making all deductions and withholdings from its employees' salaries and other compensation and paying all contributions, taxes and assessments, including union payments. The CONTRACTOR shall be responsible for and

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

XX. NOTICES

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

To: PRDOH

William O. Rodríguez Rodríguez, Esq.
Secretary
Puerto Rico Department of Housing
606 Barbosa Ave.
Juan C. Cordero Dávila Bldg.
San Juan, PR 00918

To: CONTRACTOR

Keith Richard Reynolds
Manager of Contract
Administration
2801 Slater Road, Suite 200,
Morrisville, North Carolina 27560-
8477

XXI. THIRD PARTIES

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

XXII. SUBCONTRACTS

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

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

- i. That the work performed by the subcontractor be in accordance with the applicable terms of this Agreement between the PRDOH and CONTRACTOR;
- ii. That nothing contained in such subcontract agreement shall impair the rights of the PRDOH;
- iii. That nothing contained herein, or under this Agreement will create any contractual relation between the subcontractor and the PRDOH;

- iv. That the subcontractor specifically agrees to be bound by the confidentiality provision regarding Personal Identifiable Information set forth in this Agreement;
- v. That CONTRACTOR will be responsible for ensuring all subcontract work is performed consistent with federal and state regulations and/or policies to be eligible for reimbursement of the approved work; and
- vi. All Federal flow down provisions are included in the subcontract agreement per Federal guidelines.

KR

WRR
WRR

- C. Monitoring:** CONTRACTOR shall diligently monitor all subcontracted services. If CONTRACTOR discovers any areas of noncompliance, CONTRACTOR shall provide the PRDOH summarized written reports supported with documented evidence of corrective action.
- D. Content:** CONTRACTOR shall cause all the applicable provisions of this Agreement to be included in, and made a part of, any subcontract executed in the performance of this Agreement.
- E. Notification:** CONTRACTOR shall notify and provide a copy of any and all subcontracts related to this Agreement and CDBG-DR/MIT funds to the Contract Administration Area of the PRDOH CDBG-DR/MIT Legal Division within **three (3) business days** of its execution.

XXIII. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS

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

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

C. Compliance with Circular Letter No. 1300-16-16 of the Puerto Rico Department of

Treasury: The CONTRACTOR accepts and acknowledges its responsibility of acquiring the certifications required in the Puerto Rico Department of Treasury Circular Letter No. 1300-16-16 issued on January 19, 2016. All certifications must be submitted during their term of validity, in accordance with applicable laws. Certifications expired or issued more than **sixty (60) calendar days** prior to the contract date will not be accepted. The last payment to be made under the contract will only be issued if the 'Debt Certifications' by the Puerto Rico Department of Treasury indicate that the CONTRACTOR has no debt with the Department of Treasury. The CONTRACTOR agrees to cancel any debt that cannot be clarified with the Department of the Treasury through a withholding made by PRDOH from the payments to which it is entitled to receive under the contract.

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

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

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

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

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

KR

WRR
WRR

necessary documentation to substantiate the same. The CONTRACTOR will be given a specific amount of time by PRDOH to deliver said documents.

- I. Compliance with Act No. 168-2000, as amended, 8 LPRA § 711, et seq.:** The CONTRACTOR is in full compliance with Act No. 168-2000, as amended, known as "Act for the Improvement of Elderly Support of Puerto Rico."
- J. Compliance with Act No. 1-2012, as amended, 3 LPRA § 1854, et seq.:** The PRDOH and the CONTRACTOR hereby certify that in signing this Agreement they are in compliance with Act No. 1-2012, as amended, known as the "Puerto Rico Government Ethics Act of 2011", in connection with the possibility of a conflict of interest.
- K. Clause of Governmental Ethics Certification of Absence of Conflict of Interests -** The CONTRACTOR certifies that: (1) No public servant of this executive agency has a pecuniary interest in this contract, purchase or commercial transaction. (2) No public servant of this executive agency has requested me or accepted from me, directly or indirectly, for him (her), for any member of his family unit or for any person, gifts, bonuses, favors, services, donations, loans or anything else of monetary value. (3) No public servant (s) requested or accepted any good of economic value, linked to this transaction, from any person of my entity as payment for performing the duties and responsibilities of their employment. (4) No public servant has requested from me, directly or indirectly, for him (her), for any member of her family unit, or for any other person, business or entity, some of economic value, including gifts, loans, promises, favors or services in exchange for the performance of said public servant is influenced in my favor or of my entity. (5) I have no kinship relationship, within the fourth degree of consanguinity and second by affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.
- L. Ethics.** CONTRACTOR also acknowledges receipt and agrees to obey the Anticorruption Code for the New Puerto Rico known in Spanish as "Código Anticorrupción para el Nuevo Puerto Rico".
- M. Non-Conviction.** The CONTRACTOR certifies that it has not been convicted nor accused of a felony or misdemeanor against the government, public faith and function, or that involves public property or funds, either federal or local in origin. Furthermore, CONTRACTOR also certifies that:
1. It has not been convicted, nor has pleaded guilty at a state or federal bar, in any jurisdiction of the United States of America, of crimes consisting of fraud, embezzlement or misappropriation of public funds, as stated in Act No. 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits the award of Offers or government contracts to those convicted of fraud, misappropriation of public fund.
 2. It understands and accepts that any guilty plea or conviction for any of the crimes specified in Article 3 of said Act, will also result in the immediate cancellation of any contracts in force at the time of conviction, between the undersigned and whichever Government Agencies, Instrumentalities, Public Corporations, Municipalities and the Legislative or Judicial Branches.
 3. It declares under oath the above mentioned in conformity with what is established as in Act No. 2 of January 2, 2018, as amended, known as the "Anti-Corruption Code for the New Puerto Rico", which prohibits awarding Offers for government

KR

WRR
WRR

contracts, to those convicted of fraud, embezzlement or misappropriation of public funds.

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

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

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

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

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

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

XXV. MEMORANDUM NO. 2021-003; CIRCULAR LETTER 001-2021 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO)

A. Interagency Services Clause: Both contracting parties acknowledge and agree that services retained may be provided to any entity of the Executive Branch with which the contracting entity makes an interagency agreement or by direct provision of the Office of the Chief of Staff of the Governor (*Secretaría de la Gobernación*). These services will be performed under the same terms and conditions in terms of hours of

work and compensation set forth in this Agreement. For purposes of this clause, the term "Executive Branch entity" includes all agencies of the Government of Puerto Rico, as well as public instrumentalities and corporations and the Office of the Governor.

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

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

XXVI. MEMORANDUM NO. 2021-029; CIRCULAR LETTER NO. 013-2021 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO):

- A.** The PRDOH certifies that the CONTRACTOR was selected as the provider of the services described in this agreement, pursuant to Executive Order No. 2021-029.
- B.** The Parties certify that they acknowledge the provisions stated in Executive Order No. 2021-029 and CC 013-2021. Any failure to comply with the requirements set forth in Executive Order No. 2021-029 and CC 013-2021 will result in the termination of this agreement.
- C.** The CONTRACTOR certifies that it has informed PRDOH of any current contractual relationship with any government entities of the Government of Puerto Rico. Accordingly, the CONTRACTOR certifies, as of the date hereof, that it is in a contractual relationship with the following entities of the Government of Puerto Rico: Puerto Rico Public Buildings Authority. The CONTRACTOR also certifies that said entities are all the entities of the Government of Puerto Rico with which they maintain a contractual relationship. In addition, the CONTRACTOR recognizes and accepts that omitting any information regarding any current contractual relationship with any governmental entity could result in the termination of this agreement if so, required by PRDOH.
- D.** The CONTRACTOR certifies that it has informed the PRDOH whether or not the entity is a public corporation whose shares are exchanged in a stock exchange properly regulated. In the event that the CONTRACTOR certifies that it is not a public corporation that exchanges shares in a stock change, the CONTRACTOR certifies it has completed the applicable certification as stated in CC-013-2021.

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

The FOMB Policy requires that all agreements that contemplate recurring professional services that may be performed by appropriately trained government staff include a provision of compliance with the adequate transfer of skills and technical knowledge to

the pertinent public sector personnel. This requirement shall not apply to contracts that contemplate non-recurring professional services or specialized professional services that may not be performed by existing staff at the applicable governmental entity, including as a result of independence requirements.

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

As mentioned before, HUD allocated funds for disaster recovery assistance to the Government of Puerto Rico under the CDBG-DR/MIT Program. These funds are intended to provide financial assistance to address unmet needs that arise and that are not covered by other sources of financial aid. In addition, with these allocations of funding under the Grant Agreement, the PRDOH will conduct a comprehensive recovery to benefit the residents of Puerto Rico.

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

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

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

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

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

XXX. CDBG-DR/MIT POLICIES AND PROCEDURES

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

XXXI. SECTION 3 CLAUSE

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

B. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediments that would prevent them from complying with the part 75 regulations.

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

D. The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 75. The contractor will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 75.

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

F. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 75 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR'S obligations under 24 C.F.R. part 75.

KR

WDRR
WDRR

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

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

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

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

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

- A.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Forms-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C.** The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). The CONTRACTOR acknowledges that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The CONTRACTOR certifies or affirms the truthfulness and

accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. §3801 et seq., apply to this certification and disclosure, if any.

XXXIII.EQUAL OPPORTUNITY

- KR
- WORR
- WORR
- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - C. When applicable, the CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - D. The CONTRACTOR will comply with all provisions of Exec. Order No. 11246 of September 24, 1965, as amended by Exec. Order No. 11375 of October 13, 1967, and as supplemented by the rules, regulations, and relevant orders of the United States Secretary of Labor.
 - E. The CONTRACTOR will furnish all information and reports required by Exec. Order No. 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - F. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Exec. Order No. 11246 of September 24, 1965, as amended, and such other sanctions as may be imposed and remedies invoked as provided in Exec. Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - G. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (F) in every

KR

subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Exec. Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

WORR
WORR

XXXIV. SOLID WASTE DISPOSAL ACT

- 1) In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are Environmental Protection Agency (EPA)- designated items unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- 2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- e
- 3) CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include:
 - a. procuring only items designated in guidelines of the EPA at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000);
 - b. procuring solid waste management services in a manner that maximizes energy and resource recovery; and
 - c. establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXXV. DRUG FREE WORKPLACE

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

XXXVI. SUSPENSION AND DEBARMENT

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

at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).

- KR*
- WDR*
WDR
- B. The CONTRACTOR must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, and must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into.
 - C. This certification is a material representation of fact relied upon by PRDOH. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, in addition to remedies available to PRDOH, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - D. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, while this Agreement is valid. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

XXXVII. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION

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

XXXVIII. NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

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

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

XL. BANKRUPTCY


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

XLI. ENTIRE AGREEMENT

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

XLII. MODIFICATION OF AGREEMENT

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

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

XLIII. BINDING EFFECT

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

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

XLIV. ASSIGNMENT OF RIGHTS

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

XLV. NON-WAIVER

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

XLVI. ORDER OF PRECEDENCE

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

XLVII. GOVERNING LAW JURISDICTION

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


WRR

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

A. Consolidation or Merger

KR
WORR
WORR

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

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

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

B. Change of Name

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

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

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

C. Dissolution

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for dissolution of the entity, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) business days** prior to the effective date of such event. The notice shall include, but not limited to, a description of the expected effective date of the dissolution; and contact information of one or more of its directors, officials or agents. Upon dissolution, becoming effective, and

supporting evidence of such event is notified to PRDOH, termination of the Agreement will follow. Consequently, the signing party acknowledges and agrees to provide to the PRDOH, after termination of the Agreement, the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the tasks or services to the PRDOH or a third party designated by the PRDOH. Moreover, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH following the Agreement termination.

KR

XLIX. HEADINGS

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

WDRR
WDRR

L. FEDERAL FUNDING

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

LI. RECAPTURE OF FUNDS

PRDOH may recapture payments it makes to CONTRACTOR that (i) exceed the maximum allowable rates; (ii) are not allowed under applicable laws, rules, or regulations; or (iii) are otherwise inconsistent with this Agreement, including any unapproved expenditures. CONTRACTOR must refund such recaptured payments within **thirty (30) business days** after the PRDOH issues notice of recapture to CONTRACTOR.

LII. OVERPAYMENT

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

LIII. SEVERABILITY

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

LIV. COUNTERPARTS

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

LV.SURVIVAL OF TERMS AND CONDITIONS

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

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

PUERTO RICO DEPARTMENT OF HOUSING

**INNOVATIVE EMERGENCY
MANAGEMENT, INC.**

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Feb 22, 2023 11:12 AST)

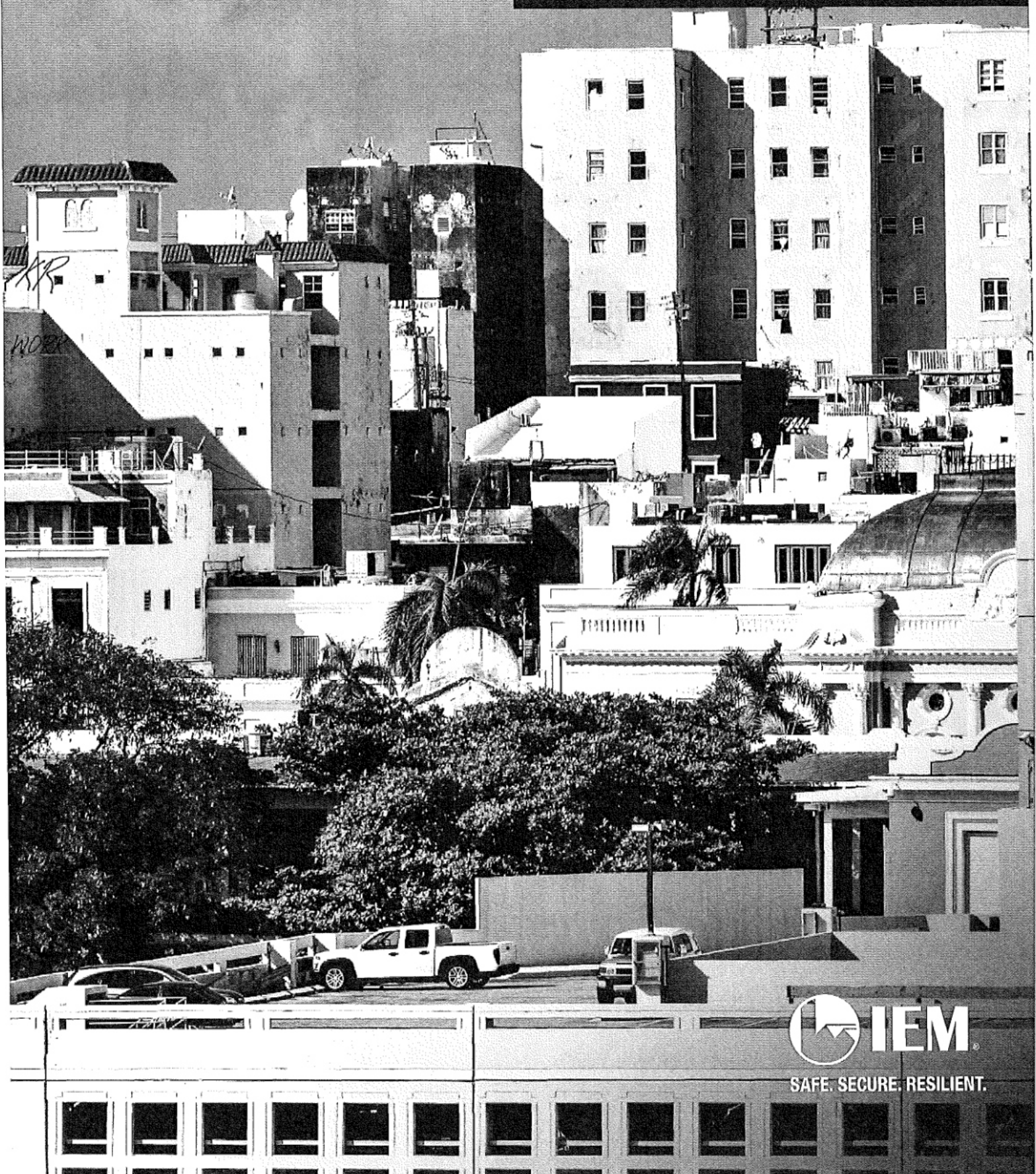
William O. Rodríguez Rodríguez, Esq.
Secretary

Keith Richard Reynolds

Keith Richard Reynolds
Manager of Contract Administration

PROFILE

ATTACHMENT A



SAFE. SECURE. RESILIENT.

PROFILE

The Puerto Rico Department of Housing (PRDOH) has created the Investment Portfolio for Growth Programs (IPG) to help foster economic recovery and advancement for communities across the Commonwealth. These programs, funded by Community Development Block Grant – Disaster Recovery (CDBG-DR) and Community Development Block Grant – Mitigation (CDBG-MIT) are designed to not only increase resiliency against future disasters on the island, but also to create jobs, stimulate economic growth, and make Puerto Rico more competitive in high impact economic activities. Successfully managing the IPG programs requires a contractor who fully understands both CDBG-DR and CDBG-MIT rules, policies, and procedures, along with various federal and territorial guidelines that govern such spending.

KR
WORR
WORR

Innovative Emergency Management, Inc. (IEM) offers such expertise. IEM has deep roots in the complexities and successes of CDBG-DR funded programs, including those who have recently begun incorporating CDBG-MIT funding. In fact, our staff has a skill set that has been developed and honed through every major CDBG-DR supplemental disaster appropriation dating back to 2005. IEM has managed many of the largest, fastest, and most cost-effective CDBG-DR recovery contracts in program history. IEM's combined CDBG-DR oversight qualifications span 16 years and an outcome value to disaster survivors of \$6.8 billion. Nationally, we have managed \$277 billion in fully compliant grant programs. This success would not be possible without a deep understanding of CDBG-DR and CDBG-MIT standards and guidelines, and we will bring similar success to the IPG programs.

PRDOH and other PR organizations are already benefiting from IEM's expertise. We are presently driving recovery efforts for the R3 program (\$1.5 Billion & 12,000+ homes), HMGP Support & Technical Assistance (\$3 Billion/\$1 Billion Match), Non-Federal Match Program, and Homeowner Assistance Program (\$75 Million). With this experience in mind, PRDOH will be able to focus on successful implementation and valuable outcomes to reach full economic development recovery and increase resiliency, knowing that IEM is covering the oversight of existing program applicants/subrecipients performance. IEM will help ensure all approved projects reach compliant and fruitful closure, increasing eligibility for future funding to further address remaining recovery, mitigation, and resiliency.



Figure 1: IEM at a Glance

CHARACTERISTICS OF SUCCESS

IEM can hit the ground running for PRDOH because we will not have a learning curve. Empowered by a first-hand understanding of the recovery work in Puerto Rico and a solid working relationship with PRDOH and partner agencies, IEM will manage an exceptional oversight program, characterized by:

- **Situational Awareness:** We have unrivaled institutional knowledge of Puerto Rico, the event history, surrounding conditions, and aftermath.
- **A Team of "A-Players":** We hand-picked the staff for PRDOH based on exceptional qualifications and understanding of CDBG-DR and CDBG-MIT policies, Local Ties and Puerto Rico's Governance, Compliance and Monitoring Expertise, Architecture, Engineering, Accounting, Quality Assurance, and Technical Knowledge.
- **Service Mindset:** We understand the need to reduce any friction in program delivery, so that Puerto Ricans and the Puerto Rican economy can experience restoration, revitalization, and growth as quickly and to the greatest extent possible.
- **Relevancy:** We will use monitoring and reporting procedures tailored to the program, projects, and funding requirements.
- **Better Quality:** We will utilize Quality Assurance and Quality Control (QA/QC) processes that are consistent, reliable, proactive, and proven to be successful for CDBG-DR and CDBG-MIT, with solid documentation and follow through.
- **Better Reporting:** We will keep PRDOH and stakeholders up to speed with the most critical, actionable information needed to make decisions, apply improvements, and maintain momentum.
- **Air-Tight Documentation:** We will ensure that records are audit-proof and results are documented, helping to accelerate project closeouts and maximize funding eligibility for the program.
- **Peace of Mind for PRDOH:** Last but certainly not least: we understand the policies, regulations, and timelines better than anyone, and will create clarity in the complexity of recovery.

Across our CDBG-DR and CDBG-MIT projects, IEM's support continues to break records in leveraging every available federal, state, local, and private dollar to achieve meaningful recovery results. We believe our success derives not only from the priorities list above, but by making our driving force is the survivors and their communities.

Leadership in CDBG-DR



IEM's Executive Leadership for this contract, Mr. Jon Mabry, is one of the most seasoned CDBG-DR and CDBG-MIT experts in the nation. Mr. Mabry led Mississippi's CDBG Disaster Recovery efforts following Hurricane Katrina, managing **\$5.4 billion in funding**. His oversight saw 40,000 homes restored with an unprecedented **0.1% financial error rate**. This project included more than just housing recovery but covered **large-scale mitigation efforts and economic recovery programs** as well.

KR

WRR
WRR

CHARACTERISTICS OF SUCCESS

For IEM, IPG Oversight Services is not just another project, and PRDOH is not just another client. We care deeply about Puerto Rico. We want to go to work now to make sure Puerto Rico achieves the most exemplary, air-tight, compliant, and rapid economic recovery possible. IEM's monitoring approach leaves no stone unturned to ensure excellent program and project execution and "audit-proof" documentation and deliverables. Helping people and communities recover is what drives us, and we are more ready than ever to help PRDOH navigate this crucial chapter in its history.

Though oversight services cannot prevent the occurrence of future hurricanes, it can ensure that PRDOH's current path toward recovery has no undue friction. Strong, responsive program supervision means compliant processes and outcomes, rendering IPG eligible for additional funding for Hurricane Maria recovery through leveraged PRDOH CDBG-DR and CDBG-MIT funding opportunities.

Leadership in CDBG-DR

IEM has been a trusted partner of Puerto Rico since the day Hurricane Irma struck, as our staff assisted in evacuations and helped airports clear damages and reestablish vital supply lines. Over the last few years, we have served numerous Puerto Rico government agencies, including PRDOH, in recovery and mitigation activities. As such, IEM one of the few bidders offering a complete service offering – with direct experience implementing and coordinating essential resiliency efforts, industry-leading expertise with CDBG-DR and CDBG-MIT programs, and offices and staff already located in Puerto Rico and familiar with PRDOH.

AGENCIES WANT IEM AS A PARTNER BECAUSE IEM "JUST GETS IT."

As aligned with successful oversight management and the Scope of Work (SOW) for IPG, IEM will expertly deliver oversight management services in the following areas:

- Public Outreach
- Advisory Guidance & Technical Assistance for Program Policies and procedures
- Applicant/Subrecipient Technical Assistance
- All Phases of Program Performance and Operation Evaluation (Environmental Review, Procurement, Design, Construction, etc.)
- Fraud, waste and CDBG-DR funding abuse detection and correction
- DOB elimination
- HUD and other federal and state regulations and audit standards
- CDBG-DR funding compliance and reporting
- Quality assurance/quality control
- Reporting to the PRDOH and all stakeholders; scheduled and on-demand

A TEAM BUILT TO MEET PRDOH GOALS

For Puerto Rico and this proposal, IEM created a team of the industry's best CDBG-DR and CDBG-MIT companies and professionals. The IEM team will focus their extensive disaster recovery experience and vast capacity for innovation on the island's present and future economic development recovery needs. IEM thoughtfully selected every teaming partner, each with their own extensive experience in CDBG-DR and CDBG-MIT program design and implementation, to support the Commonwealth and its sub-recipients in the administration and delivery of Hurricanes Irma and Maria recovery programs.

IEM remains the industry leader in designing and implementing successful, efficient, and survivor-centered CDBG-DR programs. IEM has run the most successful, fastest, and cost-efficient large-scale CDBG-DR programs in the United States, pioneering the concept of a single point of accountability and program delivery. The IEM team has provided CDBG-DR program management, case management, and fully integrated program delivery from outreach through construction management and closeout in Florida, Texas, New York, New Jersey, Louisiana, Mississippi, South Carolina, and most importantly Puerto Rico. We have repeatedly provide exceptional and often recordbreaking support for these clients, and wish to continue to leverage our successes for the IPG programs.

IEM's staff and team members excel at providing comprehensive disaster recovery services in support of planning, designing, and administering CDBG-DR and CDBG-MIT programs for grantees and sub-recipients, and doing so in compliance with all applicable federal, state, and local regulations, HUD requirements, and CDBG rules, regulations, and guidance. IEM's experience integrating multiple funding streams and program opportunities under a single contract provides the Commonwealth with a proven partner to create a more resilient Puerto Rico. On day one, the IEM Team is ready to hit the ground running in Puerto Rico.

IEM KEY PERSONNEL

To successfully support PRDOH's IPG Program, IEM has selected a team of key personnel made up of experienced Puerto Rico residents, who are prepared to fully commit to this effort. Our team has been selected not just for their exceptional technical expertise, but also for their direct experience supporting PRDOH and other PR organizations, giving them a thorough understanding of the Commonwealth's recovery landscape. This locally sourced leadership team will be supported by well-trained and qualified project staff, as well by IEM executive leadership, who have supervised some of the nation's most successful CDBG-DR program implementations. This includes CDBG-DR recovery programs that incorporated the new CDBG-MIT funding stream. The combined experience of our key personnel and IEM's technical bench and executive leadership will ensure PRDOH's IPG Program goals on met on time and on budget.

We provide a full description of our Key Personnel later this volume, and we present a brief overview of their skills and experience below. As noted, all our key personnel are bilingual, Puerto Rico residents.

ROBERTO C. RAMOS TORRENS | PROGRAM MANAGER



Roberto Ramos is an enthusiastic and dynamic professional with more than 15 years of experience in managing multiple construction and engineering projects. He has an aptitude for managing various project simultaneously, and possesses a background in construction project management, planning, cost estimation, and engineering design. As an experienced project management, he understands the importance of creative problem solving and quality standards. On every project he takes on, Mr. Ramos Torrens strives to exceed expectations and ensure timely, accurate, and high-quality deliverables. His well-developed interpersonal communication and supervisory skills provide for good working relationships with colleagues, clients, and staff members at all levels.

JESÚS M. LÓPEZ DÍAZ | DEPUTY PROGRAM MANAGER



Jesús M. López Díaz is a bilingual Attorney and Public Notary currently living in Puerto Rico. He is a Project Manager, Land Surveyor, and Construction Manager with over 21 years of progressive experience in private, public, and commercial projects. He graduated with his Juris Doctorate with honors and served as the Vice President of the Institute of Professional Land Surveyors of Puerto Rico (CIAPR). He is a member of the Emergency and Disaster Management Committee for Puerto Rico's Professional College of Engineers and Land Surveyors, where he serves as San Juan's Chapter's Representative.

RICARDO PALLÉNS | REGULATORY COMPLIANCE OFFICER



Ricardo Palléns is a bilingual, award-winning administrative professional with 10+ years' experience in project management, federal grants, process implementation, employee supervision, and establishing public policies. He is highly motivated and passionate regarding the recovery efforts in Puerto Rico. He has provided program support as the HMGP Deputy Director for COR3 project in Puerto Rico where he provided management and guidance to ensure compliance with federal and territorial policies and regulations. He has a background in legal consulting, environmental laws, and entrepreneurship, with the ability to handle high pressure and stressful timelines. He is adept at leading multi-disciplinary teams in delivering solutions to issues regarding pricing positions and contractor costs in compliance with territorial, state, federal, and other rules and regulations.

KR
WORR
WORR



JENNIFER CORTÉS | OUTREACH AND PUBLIC RELATIONS COORDINATOR

Jennifer Cortés is a public affairs and outreach professional with over 20 years of experience. She has served as a bilingual spokesperson for various public affairs initiatives and delivers messaging on camera with conversational poise, voice quality, and credibility, even under pressure with breaking news and hot issues. She has proven success in public affairs for the federal government, specializing in media relations, with demonstrated ability to work in a fast-paced environment. Ms. Cortés was a media Relations Specialist for Hurricanes Irma and Maria historical response and recovery in Puerto Rico, implementing strategic engagement and outreach for local and national media. She clearly defined the response and recovery efforts, educating the media and government press through clear, concise, and thorough messaging.

Ms. Cortés can analyze reports, provide possible courses of action to address hot issues, and develop processes to meet staff resources. She has developed and executed communications plans and collaborated with government staff, as well as other departments, to promote opportunities and resolve public affairs issues effectively.

KR

WRR
WRR



OSCAR VERA RAMIREZ | PROGRAM COORDINATOR

Oscar Vera has more than seven years of professional experience, including four years managing data, databases, and disaster recovery operations. His extensive and exceptional professional experience includes more than two years of data analysis in a disaster recovery environment, three years of data reporting, and four years of instruction and technical assistance. Mr. Vera Ramirez has three years of experience managing federal disaster recovery grants, focusing on project formulation, subrecipient management, and ongoing compliance monitoring plus helping more than 900 families to recover from EM-3384-PR and DR-4339-PR.



FELIX PEREZ CHINEA | PROJECT MANAGER

Felix Perez is a highly motivated and industrious professional with more than 10 years' experience providing project management and mechanical and facilities engineering services to Puerto Rico public assistance programs, FEMA, Puerto Rico government agencies, commercial and hospitals facilities. A licensed mechanical engineer (Puerto Rico License No. 22353) and active member of the College of Engineers and Land Surveyors of Puerto Rico, Mr. Perez currently serves as a Mechanical Engineer for the ICF – Puerto Rico Recovery Program, where he conducts field inspections, quality assessment and control comparisons for ICF and FEMA documents to maximize PA program funds and serves as a technical specialist for the hazard mitigation team, task force leads, project coordinators and estimators for various Puerto Rico projects.

EXECUTIVE SUMMARY



EXECUTIVE SUMMARY

For over 36 years, IEM has helped governments prepare for, respond to, recover from, and mitigate against the worst disasters in modern U.S. history. Throughout our service to communities, we have amassed an unrivaled breadth and depth of experience in all aspects of disaster recovery, but especially in CDBG-DR and CDBG-MIT. IEM is a national leader in mitigation and resiliency programs and has an unrivaled record in CDBG programs, and as such, we are uniquely equipped to deliver the support PRDOH requires to assist subrecipients in every aspect of their application, award, project design, construction, and closeout.

To be successful, the Investment Portfolio for Growth Program must be implemented in a coordinated fashion to maximize the overall impact of federal disaster recovery funding. CDBG-DR and CDBG-MIT funds designated for economic development activities are critical tools that play an integral role in Puerto Rico's overall recovery from the impacts of Hurricanes Irma and Maria. IEM has been at the forefront of every major disaster recovery effort dating back to 2005, and the lesson learned is that total community revitalization, resilience and recovery requires strategic implementation and completion of Housing, Infrastructure and Economic Development activities. PRDOH is charged with striking the right balance of recovery programs to initiate and sustain recovery progress. PRDOH's \$628 Million IPG program sets the stage for multiple economic development projects to bolster Puerto Rico's economy through expansion of industries, development of new industries and job creation. The significance of Puerto Rico's allocation is the unprecedented opportunities to leverage public and private funds to innovatively reset Puerto Rico's economy and build stronger and more resilient communities across the island.

Coordination of Federal funding from FEMA, HUD, USACE, DOT and other agencies require a skill set that only comes with experience. IEM is a firm that has the qualifications to give PRDOH what is needed to execute its Action Plan and accomplish established goals, a **PARTNER**. IEM is ready to step in and engage with PRDOH and subrecipients to ensure compliance and completion of IPG projects. Oversight of CDBG-DR and CDBG-MIT funding for IPG is a vital part of Puerto Rico's recovery and IEM has specialized expertise and experience with every facet of mitigation, resiliency, and long-term recovery activities to promote and foster growth.

As a strong partner to PRDOH, IEM and our team will perform at the highest level of professionalism to ensure that the projects that PRDOH has approved and preparing for approval are fully eligible and compliant with all applicable program guidelines, laws, rules, and regulations. IEM will provide PRDOH and subrecipients with every resource necessary to ensure that the pace of recovery continues to accelerate, and the economic impacts and improvements are visible to every Puerto Rican in 2022 and beyond. IEM is aware of delays in recovery and recognizes that Puerto Rico has a strong sense of urgency to jumpstart its economy through a diverse portfolio of projects to promote growth. Delays in program implementation can be compounded and essential revitalization projects can go undone. IEM's commitment to timely program execution speaks to our corporate value for client service. Therefore, we pledge that every applicant/subrecipient that we engage with will receive a concierge-like level of service from start to finish, from project identification and prioritization to closeout and every step of the way in between.

Many IPG projects will be implemented by various entities, municipalities, NGOs, CBDs, and Private Partners. IEM recognizes that the best way to serve these entities is to be there by their side. IEM's presence in Puerto Rico is very strong. We already have seven offices in Puerto Rico, and we are committed to opening additional offices when awarded this contract to ensure that we have adequate coverage for economic development activities in every region across the island.

IEM TEAM OVERVIEW

We have taken the "best team" and "best athlete" approach to offering oversight management services for the IPG. First, we have brought to the table partnering firms that we know best represent the expertise and experience that PRDOH and applicants/subrecipients need, as well as key leaders that know and understand Puerto Rico's needs. These senior leaders include **Brenda Garcia Sosa** (Architectural Studio, PSC), **Jose Ledesma** (Ledesma & Vargas, LLC), and **Craig Lemasters** (Northstar Management, LLC). Our team includes a strong cadre of professionals in the architecture, engineering, commercial development, accounting, media, and outreach industries, with significant past performance promoting economic growth in Puerto Rico.

- **Architectural Studio, PSC** plays an integral role in the master planning of Coca Cola's expansion efforts in Puerto Rico and Master planning of future development phases including villas, recreation facilities and golf course for Rincon Beach Resort. Club Caribe Hotel & Casino – 55 acres, 175,000 sf. Master Plan and building design for a 104-room hotel, 26,000 sf. casino, 22,000 sf. ballroom, and 15,000 sf. business center, remodel of abandoned GlaxoSmithKline facilities in Cidra, Puerto Rico. (\$25 million).
- **Ledesma & Vargas, LLC** is credited with drafting and negotiating the terms and conditions for one of the biggest mixed use hospitality complexes, Paseo Caribe, five phase construction project with an estimated aggregate construction cost of \$260 million. Other notable hotel projects include Paseo Portuario in Old San Juan, both Embassy Suites (Isla Verde and Dorado), Las Delicias, in Ponce, St. Regis Bahia Beach Resort (estimated construction cost of \$140 million), and the eminent domain acquisition of the land to be develop for the Ponce Hilton golf course.
- **Northstar Management, LLC** created GFR Media, the largest media holding in Puerto Rico and home to top content brands such as EL Nuevo Día, Primera Hora and Indice.

Our team's experience and knowledge of Puerto Rico's processes and procedures combines all the ingredients needed to provide concierge-level support to PRDOH and public and private applicants/subrecipients as they navigate long-term, complex economic development recovery projects.

IEM's team will be led by **Roberto Ramos Torrens**, an enthusiastic and dynamic professional with more than 15 years of experience in managing multiple construction and engineering projects. He is also a creative problem solver, who gets things done, resolves conflicts and likes to exceed expectations. Mr. Torrens' experience in construction project management, engineering design, planning and cost estimates will translate directly into immediate successes upon implementation of the IPG program.

Mr. Torrens will be joined by a talented roster of key staff members and senior leadership to drive project execution and outcomes. IEM Senior Policy Advisors Pam Patenaude, former Deputy Secretary of HUD, and Ed Johnson, former CFO of FEMA will provide high level advisory guidance to ensure that we are delivering PRDOH and applicants/subrecipients with the ultimate Oversight Management Service. IEM Senior Advisors maintain viable networks with HUD and FEMA, which helps to further boost the confidence of the federal government in PRDOH's ability to properly administer this program. IEM is dedicated to closely monitor and oversee the Governor's priority projects, and strategically incorporates an External Affairs function to assist PRDOH in "TELLING THE IPG RECOVERY STORY".

IEM'S ABILITY TO FINANCIALLY UNDERTAKE AND SUCCESSFULLY COMPLETE THE PROJECT

IEM is fully capable of financially undertaking and successfully completing this project. IEM has solid reserves, no debt, and a sterling balance sheet. An excerpted statement from our bank states, "As of October 21, 2021, the Client currently has cash, marketable securities, or other investments on deposit with BB&T now Truist, and its affiliates in the high eight figure range. The Bank has established a secured \$ 15,000,000 line of credit for the Client" A copy of this letter is included in our Mandatory Requirements proposal.

IEM'S READINESS, WILLINGNESS, AND ABILITY TO ENTER INTO A CONTRACT SHOULD IT BE SELECTED AS A RESULT OF THIS SOLICITATION

IEM is ready and willing to enter into a contract as quickly as possible after we are selected. There is a lot of work to do, and we are ready to go!

KR

WRR
WRR



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

Attachment 01
SCOPE OF SERVICES
Request for Proposals (RFP)
Oversight Management Services
Investment Portfolio for Growth (IPG) Program
Community Development Block Grant – Disaster Recovery
Community Development Block Grant – Mitigation
Puerto Rico Department of Housing
CDBG-DRMIT-RFP-2022-04
(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 oversight management services in the implementation and administration of the Investment Portfolio for Growth Program for the Community Development Block Grant – Disaster Recovery (CDBG-DR) and Community Development Block Grant – Mitigation (CDBG-MIT) Programs, under the Action Plan and subsequent action plans. Proposers must understand the CDBG-DR and CDBG-MIT program initiatives, goals, and regulations, including Federal Register Notices Vol. 84, No. 169 (August 30, 2019), 84 FR 45838, and Federal Register Vol. 85, No. 17 (January 27, 2020), 85 FR 4676. Proposers must be familiar with the Department of Housing and Urban Development (HUD) latest acronyms, glossary, laws, policies, guidelines, and design standards applicable to this RFP's Scope of Services. The proposer remains fully responsible for determining if the information mentioned above has been revised or updated.

This document defines the oversight management tasks that the Selected Proposer(s) must perform to support PRDOH in implementing and administering of the Economic Development Investment Portfolio for Growth under CDBG-DR and CDBG-MIT Programs. A detailed description of the CDBG-DR and CDBG-MIT programs is included in the Action Plan approved by the U.S. Housing and Urban Development (HUD). A complete copy of the CDBG-DR Action Plan is available at www.cdbg-dr.pr.gov/action-plan, and copy of the CDBG-MIT Action Plan is available at <https://cdbg-dr.pr.gov/cdbg-mit/>.

The CDBG-DR and CDBG-MIT programs that will be subject to and referred throughout this RFP, is identified and briefly described as follows:

1.1. Economic Development Investment Portfolio for Growth (IPG) Program

The IPG Program will foster mixed-use, community-based development, and major infrastructure improvements to support economic revitalization in Puerto Rico. The objective of the IPG Program is to develop a series of projects that will result in economic development and make Puerto Rico more competitive for the creation and/or attraction of high impact economic activities. These projects will result in large-scale commercial and industrial development that will address a variety of economic revitalization priorities.

1.2. Economic Development Investment Portfolio for Growth - Mitigation (IPG-MIT)

Mitigation is an opportunity for Puerto Rico to change reactive disaster spending toward a data-supported, proactive investment in community resilience. The Risk Assessment completed for the PRDOH CDBG-MIT Action Plan provides a sophisticated, up-to-date evaluation of the most significant weather-related and human-caused risks that threaten Puerto Rico. With the CDBG-MIT allocation, HUD is providing Puerto Rico with a significant opportunity to implement strategic, transformative, and high-impact projects that will strengthen the Island's resilience to future disasters by reducing risks attributable to natural disasters, addressing repetitive property loss, and improving critical infrastructure.

The IPG-MIT Program is a mitigation-focused extension of the CDBG-DR program that targets funding for privately owned lifeline infrastructure to support Risk-Based Mitigation Needs. The IPG-MIT Program also considers the changing economic landscape, as benefits of economic recovery efforts tied to the hurricanes. The IPG-MIT Program will provide loans to fund large-scale redevelopment projects that are transformative and create jobs as well as cascading economic impacts. Projects under the Program are key to a comprehensive mitigation strategy to enable and nurture strategic growth nodes and strengthen economic vitality.

The IPG-MIT Program total allocation is six hundred twenty-eight million eight hundred sixteen-thousand six hundred ninety-six dollars (\$628,816,696.00). Funding will be provided via an open competition process.

Selected Proposer(s) will support the PRDOH in implementing and managing the CDBG-DR and CDBG-MIT programs. Therefore it is required to access the PRDOH's CDBG-DR and CDBG-MIT website to familiarize with available documentation for the program. Each Proposer is responsible for reviewing all requirements for the CDBG-DR and CDBG-MIT programs and taking awareness of subrecipients eligibility requirements and the eligible projects allowed under IPG and IPG-MIT Programs.

The PRDOH aims to contract, at its discretion and in the best interest of the overall programs' implementation, one (1) or more Oversight Manager(s) as determined by PRDOH, under the CDBG-DR and CDBG-MIT grant(s) for a period of three (3) years with up to two (2) optional additional one (1) year extensions. Oversight Manager(s) may be assigned to regions or subrecipients or in a combined arrangement, at PRDOH's discretion, with the interest to implement a timely and cost-efficient management structure.

The award of this proposal may be canceled - at any time - before the execution of a contract, without any responsibility whatsoever for PRDOH, the Government of Puerto Rico and HUD.

PRDOH is not obligated to accept the proposal submitted by Proposers and is not responsible for costs incurred by Proposers in preparing and submitting their proposals. Prior the execution of a contract for the services requested, this RFP may be canceled and terminated at its discretion without liability by the PRDOH, the Government of Puerto Rico and HUD.

KR

WRR
WRR

This RFP is subject to the availability of HUD CDBG-DR and CDBG-MIT funds to complete the scope of services described here. In the event of not receiving them, this RFP will be canceled and terminated without any liability whatsoever, including without limitation to pre-contractual expenses and non-contractual damages, from the PRDOH, the Government of Puerto Rico, and HUD.

2. Staff Requirements, Roles and Responsibilities

This section details the oversight management Staff that the Selected Proposer(s) must retain in order to support PRDOH in the implementation and oversight management of IPG and IPG-MIT Program. The Selected Proposer(s) will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this contract by the Staff.

2.1. Staff Requirement

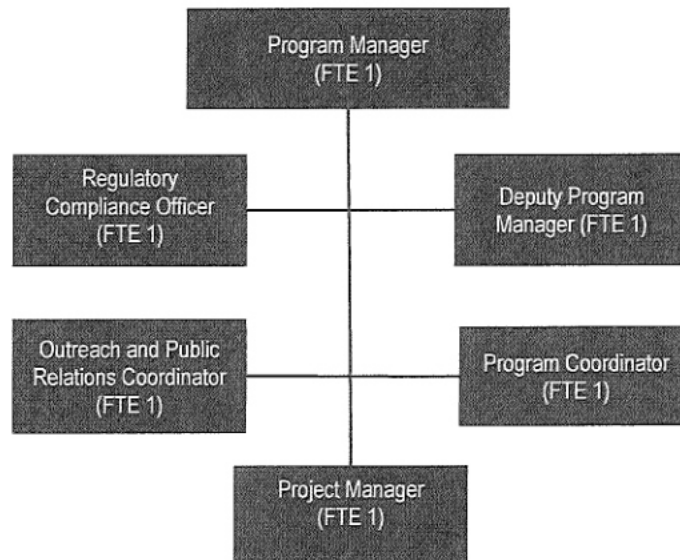
Proposer(s) shall have or will secure, at its own expense, all personnel required in performing the services under the Oversight Management Services contract. The Key Staff¹ must be ready to begin working within two (2) weeks after the contemplated contract execution date and may be working throughout the contract term. Proposer(s) must ensure that all professional, architectural, or engineering services are performed by licensed professionals with the proper qualifications, skills, and experience necessary to perform such services, according to applicable federal and local rules and regulations.

The participation of any Project Staff or Special Services resource will require written authorization from the PRDOH before they can commence work. No personnel may be assigned to the resulting contract without the written consent of the PRDOH. Therefore any service performed without PRDOH's written authorization cannot be invoiced and will not be reimbursed. The PRDOH reserves the right to request the removal of any staff not performing to PRDOH's expectations.

Figure 1 Presents expected Oversight Manager Key Staff general organization. This chart includes the number of Full Time Equivalent (FTE) for each position based on a single selected Proposer. If multiple Oversight Managers are contracted, the PRDOH may require a reduced number of FTEs for some of the positions.

¹ The Selected Proposer must coordinate the availability of the Project Staff and Special Services resources with PRDOH before commencing work.

Figure 1 Oversight Management Key Staff Organizational Chart



Note: Program Manager, Deputy Program Manager, Regulatory Compliance Officer, Outreach and Public Relations Coordinator, Program Coordinator, Project Manager, Project Assistant, and Construction Oversight Manager shall be considered positions that will be working locally from Puerto Rico.

2.1.1. Staff Experience and Qualifications

The Proposer(s) shall provide detailed information about the experience and qualifications of the entire Staff to be assigned, including degrees, certifications, licenses, and years of relevant experience. Proposer(s) shall specifically identify resources currently employed by the Proposer(s) who will serve as Key Staff, including the Proposer's own Staff and subcontracted Staff to be used. The Proposer(s) should demonstrate that the Staff (and/or subcontractor's staff) meet the desired requirements listed below and have the necessary experience and knowledge to implement and perform the tasks and services successfully **Table 1** presents requirements for Staff, roles and responsibilities.

2.1.2. Organizational and Staffing Plan


The Proposer(s) shall submit to the PRDOH an initial organizational chart detailing the identity resources (whether employed by the Proposer or a subcontractor) who shall perform any oversight management service required for implementation of the IPG and IPG-MIT Program. The Proposer's organization and staffing plan shall specifically include the required number of personnel, role and responsibilities, name of the resource(s) or subcontractor(s), resume or professional information, the

KR

WRR
WRR

planned level of effort and anticipated duration of involvement, and their on-site availability. The Proposer(s) should demonstrate their ability to adequately staff and scale each functional area to maintain agreed-upon service levels throughout the life of the IPG and IPG-MIT Program.

Table 1 Key Team Members Requirements, Roles and Responsibilities

Staff Member	Requirements	Roles & Responsibilities
<div style="display: flex; align-items: center;"> <div style="margin-right: 10px;">   <small>WRR</small> </div> <div> Program Manager [Key Staff] </div> </div>	<ul style="list-style-type: none"> + Must have a bachelor's degree or higher education in Planning, Engineering, Architecture, Project Management, or similar degree. + Must have professional licenses and/or certifications related to required degree, valid in Puerto Rico. + Must have at least five (5) years of experience as Program Manager, including at least three (3) years of experience with federally funded program or project management. + Must have fluent verbal and written communication skills. + Must be working locally from Puerto Rico 	<ul style="list-style-type: none"> + Act as a point of contact between the PRDOH or representative and subrecipient(s) elected officials for highly sensitive issues. + Lead coordination and control over the execution of all programs activities. + Assist and report to PRDOH or representative on overall and specific programs activities. + Monitor program performance status and establish necessary tools for control over programs results. + Participate in the development and implementation of strategies to successfully obtain the programs objectives. + Lead, coordinate, and evaluate the performance of all staff and, if necessary, contracted services under the Program Manager's direct and indirect supervision. + Lead and manage the coordination of activities for controlling the schedule, budget, and scope of programs. + Lead and coordinate the implementation of tools for program change management, risk management, and quality assurance. + Identify program issues and obstacles and develop and implement efficient solutions. + Lead and review all program monitoring activities to prepare and present reports as required by the PRDOH. + Identify and promote any other function supporting the successful achievement of the program's objectives. + Oversee the Program Management team and manage all necessary activities to obtain results on time and on budget, as required by the PRDOH. + Lead, coordinate, and facilitate all necessary high profile, program-wide public presentations and meetings, subrecipient meetings, and

Staff Member	Requirements	Roles & Responsibilities
		government or non-government stakeholders' meetings.
		+ Evaluate, estimate and proactively manage program-related workload requirements.
		+ Coordinate, support, and analyze performance measurement of subrecipients, and report results in coordination with PRDOH or representative.
		+ Maintain a complete understanding of all applicable Program policies, requirements, procedures, guidelines and possess knowledge of regulatory and statutory compliance requirements for CDBG-DR, CDBG-MIT, and similar programs/projects.
		+ Monitor all subrecipient procurement activities and keep PRDOH informed of compliance, regulatory and performance issues that may affect CDBG-DR and CDBG-MIT programs.
		+ Ensure all applicable CDBG-DR and CDBG-MIT policies and regulations are compliant and identify/promote all necessary corrective actions. Ensure all program participants, including subrecipients, vendors, and stakeholders are aware of all policy changes.
Deputy Program Manager	+ Must have a bachelor's degree or higher education in Planning, Engineering, Architecture, Project Management, or similar degree.	+ Support the Program Manager in daily operation and all the roles and responsibilities listed for Program Management.
[Key Staff]	+ Must have professional licenses and/or certifications related to required degree, valid in Puerto Rico.	+ Direct and coordinate all daily activities related to training, communications, scheduling, deliverables, staffing designation and evaluation, risk assessment and management.
	+ Must have at least three (3) years of experience as Program Manager, including at least two (2) years of experience with federally funded program or project management.	+ Contact and manage relations with elected officials for subrecipients or potential subrecipients of CDBG-DR and CDBG-MIT programs.
	+ Must have fluent verbal and written	+ Ensure review and compliance with all CDBG-DR and CDBG-MIT regulatory and statutory requirements in coordination with Regulatory Compliance Officer in the development and implementation of projects.
		+ Act as main point of contact with PRDOH or its representative.
		+ Oversee logistics management, ensuring that procedures are in place to align with the program's goals and objectives.



KR

WRR
WRR

Staff Member	Requirements	Roles & Responsibilities
	<ul style="list-style-type: none"> communication skills. + Must be working locally from Puerto Rico 	<ul style="list-style-type: none"> + Oversee standards of performance, safety policies, and procedures, CDBG-DR and CDBG-MIT compliance and adjust internal policies as necessary. + Direct Human Resources and management activities on the operational side of the programs and may determine the staff needed to accomplish the operational tasks.
Project Manager	<ul style="list-style-type: none"> + Must have a bachelor's degree or higher education in Engineering, Architecture, Project Management, or similar degree. 	<ul style="list-style-type: none"> + Support the Deputy Program Manager in daily operation and identified responsibilities at the project level. + Act as main point of contact between program and subrecipient team members for day-to-day project development and implementation.
[Key Staff]	<ul style="list-style-type: none"> + Must have professional licenses and/or certifications related to required degree, valid in Puerto Rico. + Must have at least two (2) years of project management experience. + Three (3) years of experience in commercial and industrial loans analysis, credit file and document reviews, is preferred. + Experience in federally funded projects, preferred. + Must have fluent verbal and written communication skills. + Must be working locally from Puerto Rico 	<ul style="list-style-type: none"> + Coordinate all application submissions from subrecipients including the evaluation of the application until the selection of projects is fully developed. + Prepare recommendation notifications and reports to communicate which projects will be funded and those that are not eligible for funding. + Oversee and track executed subrecipients agreements with PRDOH to evaluate allocation of funds in coordination with PRDOH's Finance division. + Coordinate all necessary reporting activities to communicate the status of all executed subrecipient agreements. + Track and report status and performance of each subrecipient project. + Provide and/or manage daily technical assistance to subrecipient team. + Monitor, Identify, report, and recommend solutions to resolve, issues related to, but not limited to, IPG and IPG-MIT Program compliance, schedule, scope, budget to Deputy Program Manager and subrecipient. + Coordinate and lead all subrecipient and potential subrecipient meetings. + Review, provide comments, and recommend approval of subrecipient Applications, Draw Requests, Change Orders, Subrecipient Agreement Amendments, Budget Revisions, and Closeout Documentation package.

KR

WDRR
WDRR

Staff Member	Requirements	Roles & Responsibilities
		<ul style="list-style-type: none"> + Responsible for review and recommend certifications for payment and construction change orders. + Establish direct communications with subrecipients points of contacts during the Application evaluation and implementation of projects under CDBG-MIT programs.
<div style="display: flex; align-items: center;"> <div style="margin-right: 10px;">   <small>Worr</small> </div> <div> Regulatory Compliance Officer [Key Staff] </div> </div>	<ul style="list-style-type: none"> + Must have a bachelor's degree or higher education. + Must have at least five (5) years of experience working in the regulatory compliance field. + Must have compliance and monitoring experience in federally funded programs. (for example: applicability of federal, state, and local regulations; evaluation of eligibility of activities; validation of compliance with required National Objectives; validation of compliance with cross-cutting guides; validation with Section 3, Davis Bacon, URA, Environmental Review requirements; evaluation of Duplication of Benefits; Reporting and recordkeeping requirements; or similar.) + Must have fluent verbal and written communication skills. + Must be working locally from Puerto Rico 	<ul style="list-style-type: none"> + Monitor program activities and contracts to validate compliance with all CDBG-DR and CDBG-MIT programs policies, including applicable federal, Commonwealth, and local regulations. As a minimum the following items must be monitored: Eligibility of activities and beneficiaries; National Objectives; Financial management or procurement; Cross-cutting Federal requirements (i.e. Section 3, Davis Bacon, URA, Environmental Review, Conflicts of Interest, 2 CFR 200 requirements); Prevention of Duplication of Benefits from other sources; Program policies and procedures; Reporting and recordkeeping; or, any additional requirements established by PRDOH in Subrecipient Agreements. + Develop work plan containing specific tasks to monitor subrecipients compliance with CDBG-DR and CDBG-MIT programs policies, standards, and procedures. + Provide all necessary guidance, technical assistance, and training to internal staff, PRDOH, and subrecipients that will help them to enforce compliance with the most current version of policies, regulations and standards for CDBG-DR and CDBG-MIT programs. + Prepare all necessary program wide documentation and reports to PRDOH to communicate subrecipient's CDBG-MIT program compliance performance and the status of any compliance issues. + Maintain awareness and knowledge of most recent federal and local compliance requirements that may apply to PRDOH's CDBG-MIT programs. + Provide guidance and recommend actions to PRDOH to handle changes and risks associated to changes in policies and regulations

Staff Member	Requirements	Roles & Responsibilities
Outreach and Public Relations Coordinator [Key Staff]	+ Must have a bachelor's degree or higher education. + Must have at least five (5) years of experience working in public relations field. + Preferably Bilingual; must have the ability to fluently speak, read, write, and effectively communicate in Spanish and English. + Must have excellent writing and presentation skills. + Must be working locally from Puerto Rico	+ Establish and implement strategic plan for outreach CDBG-DR and CDBG-MIT programs opportunities in coordination with Program Manager and PRDOH POC. + Coordinate all outreach communication materials and public facing communications with PRDOH POC before implementing. + Coordinate logistics of locations, scheduling and audiovisual equipment required to conduct meetings and presentations with subrecipients or public. + Develop strategic plan to, effectively and efficiently, resolve local subrecipients and public relations issues in coordination with Program Manager and PRDOH POC. + Implement system to report, manage and track frequent questions, comments, and issues, including evaluation of Program Team's effectiveness addressing complaints and answers. PRDOH must be able to access this system to have daily updates of status and results.
Program Coordinator [Key Staff]	+ Must have a bachelor's degree or higher education. + Must have at least five (5) years of experience working in federal related program. + Must have extensive knowledge in Microsoft Office software. + Must be familiarized with data management systems in the user-end. + Must have fluent verbal and written communication skills. + Must have excellent writing and presentation skills. + Must be working locally from Puerto Rico	+ Act as a point of contact between the Key Staff and the Project Team. + Receive or make calls, take or send messages, and manage correspondence to or from the Key Staff and Project Team. + Maintain daily, weekly and monthly schedules for the Key Staff and Project Team. + Maintain a proper physical file system, as required. + Produce reports, presentations and briefs for the Key Staff and Project Team. + Assist the Key Staff and Project Team in record-keeping all data and documentation generated for the Program implementation. + Assist in any other administrative task, as assigned by the Key Staff or Project Team.

KR

WRR
WRR

Staff Member	Requirements	Roles & Responsibilities
Project Assistant	<ul style="list-style-type: none"> + Must have a bachelor's degree or higher education in Engineering or Architecture. + Licensed Engineer or Architect in Puerto Rico, preferred. + Must be Architect in Training (AIT) or Engineer in Training (EIT). + Must have at least five (5) years of experience in the development of federal funded construction projects. + Experience in commercial and industrial loans analysis, credit file and document reviews, is preferred. + Must have fluent verbal and written communication skills. + Must be working locally from Puerto Rico 	<ul style="list-style-type: none"> + Support the Project Manager in daily operations and identified responsibilities. + Perform initial review and comment of Applications, Draw Requests, Change Orders, Subrecipient Agreement Amendments, Budget Revisions, and Closeout Documentation package. + Perform risk assessment evaluations of application projects eligible for CDBG-DR and CDBG-MIT and prepare and provide reports to the Project Manager to present results and recommendations to PRDOH. + Recommend projects for full development and review subrecipient's work plans to develop projects. + Prepare and implement work plan for environmental review performance in coordination with Environmental Professional as soon as subrecipient's projects reach enough level of development to identify project elements and activities to start the assessment as established in 24 CFR Part 58. + Coordinate and review subrecipient's construction documentation at 30% and 90% of development. The review must include CDBG-DR and CDBG-MIT Special Conditions, scope agreement with Subrecipient Agreement, and cost estimates prepared by subrecipients. + Prepare and communicate results report of projects review to PRDOH in coordination with Project Manager and Deputy Program Manager. + Maintain awareness, knowledge, and applicability of the most recent federal, Commonwealth, and local construction codes that may apply to PRDOH's CDBG-DR and CDBG-MIT programs. + Provide guidance and recommend actions to PRDOH and subrecipients to handle changes and risks associated to changes in policies, regulations, and construction codes applicable to PRDOH's CDBG-DR and CDBG-MIT programs. + Organize and store all documentation of subrecipients related to CDBG-DR and CDBG-MIT programs using all available tools and

KR

WDRR
WDRR

Staff Member	Requirements	Roles & Responsibilities
		<ul style="list-style-type: none"> access to the System of Record implemented by the PRDOH. + Implement and conduct all required activities established by Project Manager logistics and plans for CDBG-DR and CDBG-MIT programs. + Support and perform the distribution of communications + Prepare and deliver presentations to Program Management team, subrecipients, PRDOH and other stakeholders as required by PRDOH. + Provide all necessary support in the development, preparation and submission of required deliverables to PRDOH.
Construction Oversight Manager	<ul style="list-style-type: none"> + Must have a bachelor's degree or higher education. + Must have obtained OSHA 30 hours training certification in the construction industry. + Must have at least five (5) years of experience in construction management. + Experience in federally funded projects, preferred. + Must have fluent verbal and written communication skills. + Must be working locally from Puerto Rico 	<ul style="list-style-type: none"> + Manage a team of construction oversight staff to perform at least one monthly visit to monitor construction progress, consistency with Subrecipient Agreement and environmental clearance document, and health and safety plan implementation during subrecipient's construction projects under PRDOH's CDBG-DR and CDBG-MIT programs. + Responsible for review and recommend certifications for payment and construction change orders. + Prepare reports to the Project Manager, based on monitoring visits of subrecipient's construction projects under PRDOH's CDBG-MIT programs. + Provide feedback to subrecipient's health and safety officer or representative based on the observations obtained after conducting monitoring visits. + Assist to develop revision checklist for 30% and 90% construction document reviews. + Validate the Subrecipient includes provisions in the construction contract documents that stipulates that the contractor must develop and implement a health and safety plan in compliance with Puerto Rico OSHA- approved State Plan and the policies of the Puerto Rico Occupational Safety and Health Administration.

KR

WDRR
WDRR

[Project Staff]

Staff Member	Requirements	Roles & Responsibilities
Environmental Professional [Project Staff]	<ul style="list-style-type: none"> + Must have a bachelor's degree or higher education in Environmental Science, Biology, Archaeology, Geology or similar field. + Must have at least five (5) years of experience with the environmental clearance of federally funded programs involving construction work. + Must have completed Categorical Exclusions (CE) not Subject to 58.5, CEs Subject to 58.5, and Environmental Assessments for HUD funded infrastructure projects. + Must have been involved in the completion of an Environmental Impact Statement for federally funded construction project(s). + Must have excellent writing and presentation skills to present technical reports to non-technical people. 	<ul style="list-style-type: none"> + Maintain awareness, knowledge and applicability of most recent federal and local environmental laws, regulations and policies that may apply to PRDOH's CDBG-DR and CDBG-MIT programs. + Participate in the development of tools to perform preliminary environmental evaluations to determine eligibility of project pre-application under CDBG-DR and CDBG-MIT programs. + Develop work plan to perform environmental related studies, analysis of impacts and recommendations for projects under CDBG-MIT programs. Including cost effective solutions required to be considered in construction documentation. + Prepare all required documentation to comply with NEPA, 24 CFR Part 58 all applicable environmental related laws and regulations in Puerto Rico. + Coordinate and implement the most current and applicable best practices for environmental reviews under CDBG-DR and CDBG-MIT IPG Program. + Develop all documentation required to accomplish environmental reviews under CDBG-DR and CDBG-MIT programs (for example: project description, maps, photographs, studies, consultation and other correspondence, public notices, programmatic agreements, etc.) + Evaluate, identify, and implement all necessary activities to perform environmental review considering project aggregations (whenever is necessary) in CDBG-DR and CDBG-MIT programs. + Provide all necessary support to the PRDOH to develop and process activities regarding requests for release of funds for CDBG-DR and CDBG-MIT programs. + Coordinate and support monitoring activities for environmental compliance for construction projects under CDBG-DR and CDBG-MIT programs.

KR

WDRR
WDRR

Staff Member	Requirements	Roles & Responsibilities
Underwriter	<ul style="list-style-type: none"> + Must have a bachelor's degree in Business Administration from an accredited college or university with major coursework in Finance, Accounting, Real Estate, or similar fields. 	<ul style="list-style-type: none"> + Under policy direction, develop and implement underwriting policies and procedures.
[Project Staff]	<ul style="list-style-type: none"> + Must have a minimum of five (5) years of experience in the performance of commercial and industrial underwriting and credit and risk analysis of complex financial transactions funded with multiple funding streams on diverse industries and sectors for a bank, commercial lender, private equity firm, lending, or bank regulator, or financial advisory firm. + Must be familiar with: loan underwriting for real estate, commercial and industrial loans, credit file and report reviews, review of appraisals, review, and analysis of development pro forma for commercial, industrial, and public improvements, review, and analysis of operational pro forma, review of construction estimates and property condition reports, review and analysis of historical and current financial reports, 	<ul style="list-style-type: none"> + Coordinate with Project Manager to receive the required data necessary for the performance of project underwriting. + Perform underwriting review of projects to determine financial feasibility in the context of CDBG-DR and CDBG-MIT Program requirements; inclusive of determination of creditworthiness of the borrower, review of historical and current financial statements, risk analysis of the borrower and business entity, analysis of project economic feasibility, and cost factors, review of operating income projections and ability to support loan terms, review of business or industry growth trends, the performance of ratio analyses, and other specified risk factors. + Prepare and provide underwriting review determinations with supporting analysis and supporting documentation. + Confer with applicant-entities to obtain clarifications and required supplemental supporting financial documentation.

KR

WDRR
WDRR

Staff Member	Requirements	Roles & Responsibilities
	<p>requirements for performing cash flow analysis, coverage, and cash flow projections, review of debt structures, debt analysis and debt coverage, review and analysis of the market and industry data as a factor in determining financial feasibility, the performance of loan risk analysis functions, and use of financial ratio analysis tools.</p> <p>+ Ability to perform underwriting reviews in conformance with the requirements of 24 CFR Part 570, Appendix A.</p> <p>+ Must have fluent verbal and written communication skills.</p>	
<p>Underwriting Analyst</p> <p>[Project Staff]</p>	<p>+ Must have a bachelor's degree in Business Administration from an accredited college or university with major coursework in Finance, Accounting, Real Estate, or similar fields.</p> <p>+ Must have at least three (3) years of experience in the performance of commercial and industrial underwriting and credit and risk analysis of complex financial transactions funded with multiple funding streams on diverse industries and sectors for a bank, commercial lender, private equity firm,</p>	<p>+ Reviews document checklists and confirms project documents have been received.</p> <p>+ Assists underwriter in preparing financial spreadsheets and performing overall applicant's financial and creditworthiness analysis.</p> <p>+ Contact applicants to obtain missing information or documentation.</p> <p>+ Reviews applicant files.</p> <p>+ Reviews underwriting memorandum drafts.</p> <p>+ Provides feedback to underwriter to finalize underwriting report.</p> <p>+ Drafts memorandums/reports and funding recommendations.</p>

KR

WDRR
WDRR

Staff Member	Requirements	Roles & Responsibilities
	lending, or bank regulator, or financial advisory firm. + Experience working directly with a municipality, state, or the federal government is desirable. + Must have fluent verbal and written communication skills.	
Legal Compliance Officer	+ Must have five (5) years of experience practicing law in local and/or federal. + Experience in federal funded program regulations, is preferred. + Vast experience in applying written law. + Exceptional legal drafting skills. + Must be an Attorney at Law in good standing with the Supreme Court of Puerto Rico and/or the United States District Court for the District of Puerto Rico. + Must have fluent verbal and written communication skills.	+ Prepares and drafts documents, briefs, and memoranda of law related to federal funded program regulations and/or applicable local laws and regulations. + Interprets and applies legislation, regulations, case law, and decisions. + Direct information for legal research. + Review and analysis of contracts, agreements, and similar documents to ensure full compliance with Program Guidelines, and applicable Federal and local Laws, Rules, and Regulations. + Answers requests for legal opinions, in writing and verbally. Prepares written legal opinions at the request of the PRDOH. + Any other legal advice, as required by PRDOH.

KR

WRR
WRR

[Special
Services]

Staff Member	Requirements	Roles & Responsibilities
Subject-Matter Expert (SME) [Special Services]	+ Must have a bachelor's degree. Master's Degree preferred.	+ Subject-Matter Experts throughout the provision of services will vary according to the services for which the PRDOH requires guidance.
	+ Must have at least ten (10) years of experience in their technical field of expertise	+ The Proposer shall submit to the PRDOH the subject-matter experts to be used for specific tasks as required.
	+ Must have experience in federal funded programs similar to those covered by this RFP.	+ Subject-Matter Experts may include technical fields such as planning, engineering, design, law, software development, environmental, finance, economic development, housing, specialized medical or infrastructure development regulation, costs, and any other guidance as required by PRDOH.
	+ Must have fluent verbal and written communication skills.	+ SME's shall provide services with prior approval by the PRDOH of the specialized task needed.

NOTE: FALSE OR MISLEADING STATEMENTS REGARDING STAFF QUALIFICATIONS OR PRIOR PROJECTS WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSER.

3. Oversight Management Tasks and Services

PRDOH has established a stepped approach for the implementation of IPG and IPG-MIT Program identified in the introductory section of this document. The Proposer must review all documentation available in PRDOH's website (<https://www.cdbg-dr.pr.gov/en/>) and take awareness of subrecipients eligibility requirements.

Selected Proposer(s) must work closely with the PRDOH and with subrecipients assigned by the PRDOH to accomplish the identified tasks. The Selected Proposer(s) may be required to coordinate with other firm(s), contracted by the PRDOH that will be providing services regarding other CDBG-DR and CDBG-MIT Programs. The Selected Proposer(s) must study and get familiarized with both programs to have a clear understanding of PRDOH's expectations.

Selected Proposer(s) will perform the required services under sequential tasks and sub-tasks, some of these tasks will required a formal deliverable to the PRDOH. For every deliverable, Selected Proposer(s) must expect PRDOH's reasonable comments or revisions (request for changes) of delivered documents. Selected Proposer(s) must account for revisions or clarifications requests by PRDOH related to required deliveries.

Figure 2 represents the Oversight Management structure to be implemented for IPG and IPG-MIT Program. This figure illustrates what shall be the typical organizational structure established by each Subrecipient that has executed a formal subrecipient agreement with the PRDOH to implement an infrastructure project. The Proposer shall consider this structure to prepare a work plan and determine reasonable costs for required oversight management services.

Figure 2 Oversight Management Structure for IPG and IPG-MIT Program

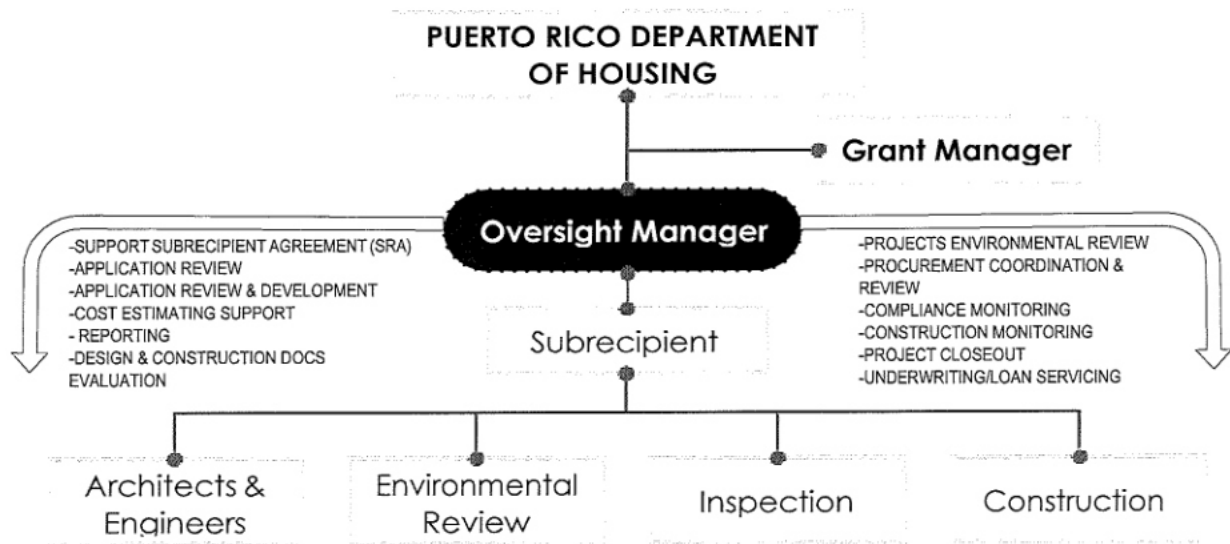


Table 2 presents required services grouped by Tasks and Subtasks. Task 1: Support services to PRDOH for project application review until the execution of a formal agreement between PRDOH and the Subrecipients; Task 2: Provide services to PRDOH to manage Subrecipients with executed formal agreements from the project plan development until full development of bid construction documents; Task 3: Provide services to PRDOH during construction of subrecipient's projects; and Task 4: Provide services to PRDOH to manage individual projects and SRA Close-out.

The scope of services presented is based upon circumstances existing at the time the RFP is released. PRDOH reserves the right to modify or delete the tasks or sub-tasks listed and, if appropriate, add additional tasks prior to and during the term of the contemplated contract.

Table 2 List of Tasks, Subtasks and Services Required

Task ID	Sub-Task ID (Service Name)	Sub-Task Description	Service Required
Task 1	Sub-Task 1.1 Outreach and Program Presentations /Technical Assistant	PRDOH will make the announcement and notifications whenever the program is launched. This may include notifications and instructions to potential subrecipients on how to apply. Additionally, PRDOH will conduct a series of presentations and trainings for potential subrecipients to describe program requirements and the procedures required to be followed by potential subrecipients to apply and obtain participation in the program.	<ul style="list-style-type: none"> a) Coordinate initial program presentations open to all potential subrecipients to explain program requirements and procedures and set-forth the next steps in program implementation. Prepare and provide all didactic materials in relation to technical trainings. b) Provide any other assistance required by the PRDOH in order to ensure all subrecipients received necessary trainings required to successfully develop program activities. c) Any other services as required by PRDOH.
Task 1	Sub-Task 1.2 Project Application Support	The subrecipients will submit a project application to be considered by PRDOH for development. Initial meetings may be required to discuss and coordinate details of project application.	<ul style="list-style-type: none"> a) Selected Proposer(s) must provide technical assistance to the subrecipient regarding basic eligibility requirements, including but not limited to: <ul style="list-style-type: none"> i. Eligible Activity ii. Supported Lifelines iii. Meets a National Objective iv. Supplanting of funds v. Duplication of Benefits. b) Selected Proposer(s) must provide technical assistance in determining the project beneficiaries. c) Selected Proposer(s) must provide technical assistance to the subrecipient in the drafting of the project schedule to ensure a project is completed in a timely manner to avoid cost overruns. d) Any other services as required by PRDOH.
Milestone is considered accomplished Subrecipient submits project application to PRDOH.			
Task 1	Sub-Task 1.3 Project Application	The subrecipients will submit a project application to be considered by PRDOH for development. All required	<ul style="list-style-type: none"> a) For each project, the Selected Proposer(s) will prepare and submit to PRDOH an evaluation report containing the analysis of each project and ranking in order to recommend projects for PRDOH

KR

WRR
WRR

Task ID	Sub-Task ID (Service Name)	Sub-Task Description	Service Required
	Review	submittals must be performed using the System of Record provided by PRDOH.	<p>consideration.</p> <p>b) Selected Proposer(s) must review Subrecipient application submissions and provide comments, if any. If all previous comments have been addressed, recommend approval by PRDOH.</p> <p>c) Selected Proposer(s) must issue a notice of application denial and include guidance on actions to the Subrecipient in order to take for application reconsideration if the application is to be amended later.</p> <p>d) Selected Proposer(s) must complete the risk assessment evaluation in consultation with PRDOH for the proposed project.</p> <p>e) Selected Proposer(s) must complete the recommendation Report for projects evaluated and document a recommendation for project development in consultation with PRDOH.</p> <p>f) Any other services as required by PRDOH.</p>

Milestone is considered accomplished when PRDOH approves Proposer's recommendation for project plan development. Proposer shall evaluate each project submitted by Subrecipient and present a recommendation of project Approval or Not Approval as required by PRDOH.

Task 1	Sub-Task 1.4 Subrecipient Capacity Assessment Support	After receiving project application approval, PRDOH Monitoring Division will coordinate to obtain the required documentation and paperwork to complete the Capacity Assessment evaluation of the Subrecipient, as required by HUD.	<p>a) Selected Proposer(s) must provide all necessary support to PRDOH in performing Subrecipient(s) assessments to determine areas for improvement in terms of administrative structure, procedures, policies and personnel capacity to implement the project in compliance with CDBG-DR and CDBG-MIT requirements.</p> <p>b) Selected Proposer(s) may be required to provide technical assistance to the subrecipient to gather the required documentation for the Capacity Assessment evaluation.</p> <p>c) Any other services as required by PRDOH.</p>
--------	---	--	---

Milestone is considered accomplished when the Subrecipient completes and submits the Capacity Assessment documentation required to start Capacity Assessment evaluation process.

KR

WRR
WRR

Task ID	Sub-Task ID (Service Name)	Sub-Task Description	Service Required
Task 1	Sub-Task 1.5 Benefit Cost Analysis ² (BCA) Support	After receiving project application approval, if the project is a covered project ³ , Subrecipient or PRDOH must perform a BCA.	<ul style="list-style-type: none"> a) Selected Proposer(s) must provide all necessary support to PRDOH to perform the validation of the Subrecipient BCA in compliance with CDBG-DR and CDBG-MIT requirements. b) Selected Proposer(s) may be required to provide technical assistance to the subrecipient to gather the required documentation for the BCA validation. c) If required by PRDOH, Selected Proposer(s) may need to assist PRDOH in gathering the required documentation from the Subrecipient to perform the BCA. d) Any other services as required by PRDOH.

Milestone is considered accomplished when Subrecipient completes and submits the documentation require to validate or perform BCA.

Task 1	Sub-Task 1.6 Underwriting	After receiving project application approval, if applicant is a Private Entity, PRDOH must perform underwriting procedure for the Entity.	<ul style="list-style-type: none"> a) Selected Proposer(s) must provide all necessary support to PRDOH to evaluate program applicant documentation according to underwriting criteria as established in the Program Guidelines, Standard Operating Procedures (SOPs), and pertinent standard financial practice to determine if cases demonstrate compliance with underwriting requirements. b) Selected Proposer(s) must perform grant underwriting based on PRDOH established underwriting criteria, and in conformance with the requirements of 24 C.F.R. part § 570, Appendix A for economic development activities, inclusive of: <ul style="list-style-type: none"> i. Reasonableness of project costs. ii. Verifying that all project funding sources are accurate and committed. iii. To the extent practicable, CDBG funds are not substituted for Non-Federal financial support. iv. That the project is financially feasible.
--------	------------------------------	---	---

² **Benefit-Cost Analysis (BCA)** is a method that determines the future risk reduction benefits of a hazard mitigation project and compares those benefits to its costs. A project is considered cost-effective when the Benefit-Cost Ratio (BCR) is 1.0 or greater. FEMA *Benefit-Cost Analysis*, access at: [https://www.fema.gov/grants/guidance-tools/benefit-cost-analysis#:~:text=Benefit%2DCost%20Analysis%20\(BCA\),%2DCost%20Ratio%20\(BCR\).](https://www.fema.gov/grants/guidance-tools/benefit-cost-analysis#:~:text=Benefit%2DCost%20Analysis%20(BCA),%2DCost%20Ratio%20(BCR).)

³ **Covered Project (If applicable):** Federal Register Vol. 84 No. 169, August 30, 2019, 84 FR 45838 defines a Covered Project as an infrastructure project having a total project cost of \$100 million or more, with at least \$50 million of CDBG funds.

KR

WRR
WORR

Task ID	Sub-Task ID (Service Name)	Sub-Task Description	Service Required
			<ul style="list-style-type: none"> v. To the extent practicable, the return on the owner's equity investment will not be unreasonably high. vi. That to the extent practicable, CDBG funds are disbursed on a pro rata basis with other finances provided to the project. c) Selected Proposer(s) may be required to provide technical assistance to the applicant to gather the required documentation to verify compliance with underwriting requirements. d) Selected Proposer (s) must continuously improve underwriting efficiency and ensure staffing capacity to successfully execute project underwriting performance targets. e) Any other services as required by PRDOH

Milestone is considered accomplished when underwriting is complete.

Task 1	Sub-Task 1.7 Subrecipient/ Loan Agreement, and Subrecipient/ Loan Agreements Amendments	PRDOH will coordinate with Subrecipients to obtain required documentation and paperwork to complete and sign a Subrecipient or Loan Agreement. Subrecipient or Loan Agreement Amendment(s) may be required based on program determination.	<ul style="list-style-type: none"> f) Selected Proposer(s) must provide all necessary support to PRDOH in the execution of the Subrecipient/Loan Agreement or Amendment(s) to implement the project in compliance with CDBG-DR and CDBG-MIT requirements. g) Any other services as required by PRDOH.
--------	---	--	---

After receiving required Subrecipient acceptance of Agreement terms and conditions, including all documentation and paperwork from Subrecipients to complete and sign an Agreement based on program determination, Proposers shall submit to PRDOH final Agreement with recommendation to proceed to signatures as required by PRDOH.

Task 2	Sub-task 2.1 Project Plan Development Support	After the Agreement execution Subrecipient may need to finalize and submit a project plan to PRDOH for review and approval.	<ul style="list-style-type: none"> a) Selected Proposer(s) may be required to provide technical assistance to the Subrecipient for the development and submission of the project plan. b) Selected Proposer(s) must perform initial reviews of the project and supporting documentation included in the project plan to ensure they meet all CDBG-DR and CDBG-MIT, PRDOH, and program specific requirements, including but not limited to:
--------	--	---	--

KR

WRR
WRR

Task ID	Sub-Task ID (Service Name)	Sub-Task Description	Service Required
			<p>Eligibility, Lifelines Support, Feasibility, National Objectives, and avoidance of Duplication of Benefits. Proposer(s) shall coordinate and assist PRDOH in the review and comment of all iterations of the subrecipient application documents and provide recommendation of application approval to PRDOH.</p> <p>c) Selected Proposer(s) must coordinate and establish timeframes for the submission of the project plan of the proposed project in consultation with PRDOH and subrecipient.</p> <p>d) Provide technical assistance to the subrecipient in the development of the project plan (scope, budget, schedule, eligibility, feasibility, and beneficiaries).</p> <p>e) Any other services as required by PRDOH.</p>

Milestone is considered accomplished when subrecipient submits project plan to PRDOH for review.

Task 2	Sub-task 2.2 Project Plan Review	After submitting the project plan, PRDOH reviews and, as appropriate, authorizes full development of eligible projects based on the eligibility requirements (using applicable procedures, templates, forms, and checklists) of the IPG and IPG-MIT Program. After eligibility determination of project, the subrecipient will receive a notification of project eligible for full development.	<p>a) For each project, the Selected Proposer(s) will prepare and submit to PRDOH an evaluation report containing the analysis of each project plan and recommendations to authorize proposed project for full development. Each report must include a justification to allow or disallow full development for each proposed project.</p> <p>b) Selected Proposer(s) must review subrecipient project plan submission and provide comments, if any. If all previous comments have been addressed, recommend approval by PRDOH.</p> <p>c) Selected Proposer(s) must issue a notice of project plan denial and include guidance on actions to the subrecipient in order to take for project development plan reconsideration if the project development plan is to be amended later.</p> <p>d) Any other services as required by PRDOH.</p>
--------	--	---	---

Milestone is considered accomplished when subrecipient receives project plan approval by PRDOH for full project development.

Task 2	Subtask 2.3 Third Party Cost Estimator Support	After receiving project plan approval, if the project is a covered project or if established by Program requirements, PRDOH must perform a cost estimate	<p>a) Selected Proposer(s) must provide all necessary support to PRDOH to perform the validation of the project cost estimate in compliance with CDBG-DR and CDBG-MIT requirements.</p> <p>b) Selected Proposer(s) may be required to provide technical assistance to the Subrecipient to gather the required</p>
--------	--	--	---

KR

WRR
WRR

Task ID	Sub-Task ID (Service Name)	Sub-Task Description	Service Required
		validation by Third Party.	documentation for the cost estimate validation. c) Any other services as required by PRDOH.

Milestone is considered accomplished when cost estimate validation is completed by Third Party Cost Estimator.

Task 2	Subtask 2.4 Project Report	After project application approval, PRDOH may initiate the coordination of the Project Report.	a) Selected Proposer(s) must provide all necessary support to PRDOH to prepare the Project Report in compliance with CDBG-DR and CDBG-MIT requirements. b) Selected Proposer(s) may be required to provide technical assistance to the Subrecipient to gather the required documentation for the Project Report preparation. c) Any other services as required by PRDOH.
--------	-------------------------------	--	--

Milestone is considered accomplished when Project Justification Report is completed for each project.

Task 2	Sub-Task 2.5 Subrecipient's Procurement Process Support	After receiving the authorization for full project development, the Subrecipient will be conducting procurement processes to acquire professional services for full development of project(s). The subrecipient will be responsible to acquire all necessary services not limited to: Grant Administration and Project Management, Design Services (Architecture and Engineering), Inspection Services for construction, Permitting, Construction and Project Cost Estimation, in compliance with CDBG-DR and CDBG-MIT requirements.	a) For each project, Proposer(s) may oversee and provide technical assistance to the subrecipient for the development and submission of all procurement documents to PRDOH's Procurement Division, if required. b) Selected Proposer(s) may review all procurement documents and PRDOH's standard operating procedures prior to the submission to the Procurement Division to ensure compliance with PRDOH's CDBG-DR and CDBG-MIT requirements, and procedures. c) Provide technical assistance throughout the procurement process to ensure that the process is compliant with PRDOH's CDBG-DR and CDBG-MIT requirements, and procedures. Coordination with PRDOH may be required until the procurement process is published by the Subrecipient. d) If required, review the subrecipient's selection to ensure compliance with PRDOH's CDBG-DR and CDBG-MIT requirements, and procedures. e) Any other services as required by PRDOH.
--------	--	--	---

Milestone is accomplished when Subrecipient publishes procurement processes.

KR

WRR
WRR

Task ID	Sub-Task ID (Service Name)	Sub-Task Description	Service Required
Task 2	Sub-Task 2.6 Project Design Development Support	Subrecipient will work with contracted service(s) provider(s) to develop project(s) Design Documents. PRDOH will review each deliverable and provide comments to subrecipient for consideration and revision of documents.	<ul style="list-style-type: none"> a) For project, Selected Proposer(s) must coordinate with subrecipient and require a schedule of deliverables and must follow-up on subrecipient to accomplish deliverable dates. b) Selected Proposer(s) must review delivered documents and prepare a report of the review to determine completeness of documentation, fatal flaws, and consistency with the project scope in the approved application and Environmental Review/Clearance documents. c) For each review, the Selected Proposer(s) must provide review comments and the subrecipient shall address the comments through revisions and subsequent submittals. d) Selected Proposer(s) must provide the subrecipient with feedback of results and provide guidance and recommendations to be implemented in the project. e) Selected Proposer(s) must review the cost estimate and coordinate with the subrecipient any revision or clarification to assure the cost estimate complies with CDBG-DR and CDBG-MIT requirements. f) Provide subrecipients and their design professionals with technical assistance and program guidance regarding CDBG-DR and CDBG-MIT requirements. g) Review the subrecipient's Architect/Engineer's (A/E) design documentation, and provide comments and technical assistance, as necessary, regarding: <ul style="list-style-type: none"> i. Quality of Architectural and/or Engineering drawings, Contract documents and technical specifications to ensure generally accepted design practices are utilized. ii. Fatal flaws in the project design, permitting, schedule, or procurement methods. iii. Consistency with the project performance statement in the SRA to determine whether an amendment to either document is required. iv. Whether the project development documents contain all relevant federal and local requirements that the contractor

KR

WDRR
WDRR

Task ID	Sub-Task ID (Service Name)	Sub-Task Description	Service Required
			must abide by, and the plans and specifications include the appropriate prescriptive and performance specifications to describe the desired results for project construction.
			v. Conformity with the relevant CDBG-DR and CDBG-MIT grant award, PRDOH Procurement documents.
			h) Provide technical assistance to the Subrecipient regarding compliance with PRDOH's CDBG-DR and CDBG-MIT requirements and policies.
			i) Any other services as required by PRDOH.
Milestone is accomplished when the subrecipient completes and submits design package for review and documentation.			
Task 2	Sub-Task 2.7 Environmental Process Support	To comply with 24 CFR Part 58 regulation, the PRDOH will coordinate all necessary information with subrecipient to complete the environmental review for each project and provide comments to the subrecipient required to be addressed through revisions of each project design documents.	<p>a) The Subrecipient is responsible for performing an Environmental Review in compliance with 24 CFR Part 58 regulation. The Selected Proposer(s) will be responsible for revising the Subrecipient's Environmental Review documentation to confirm compliance.</p> <p>b) Selected Proposer(s) must coordinate all communications and meetings with the subrecipient to obtain all necessary information and documentation to support the environmental process.</p> <p>c) Selected Proposer(s) will review and submit to PRDOH, all required forms for environmental reviews and provide all required documentation to support the environmental findings for exempt activities, activities requiring a Categorical Exclusion (CE) not Subject to 58.5, a CE Subject to 58.5, and Environmental Assessments.</p> <p>d) If required, the Selected Proposer(s) must review environmental review prepared by subrecipients, considering the following:</p> <p>i. Determine the appropriate level of environmental review in accordance with the requirements of the National Environmental Policy Act of 1969 (NEPA), as well as to the HUD environmental review regulations at 24 C.F.R. Part 58, PRDOH's CDBG-DR and CDBG-MIT policies and regulations and all other local, Commonwealth, or federal environmental requirements.</p> <p>ii. Prepare, complete and submit HUD, or review, required</p>

KR

WRR
WRR

Task ID	Sub-Task ID (Service Name)	Sub-Task Description	Service Required
			forms for environmental review and provide all documentation to support environmental findings.
			iii. Prepare, complete and submit to PRDOH, or review, all required forms for environmental reviews and provide all required documentation to support the environmental findings for: <ul style="list-style-type: none"> – Exempt Activities – Categorially Excluded Subject to 58.5 (CEST) – Categorially Excluded Not Subject to 58.5 (CENST)
			e) Environmental Assessments (see Section 3.1 Special Environmental Services).
			f) Any other services as required by PRDOH.

Milestone is obtained when an Authorization to Utilize Grant Funds (AUGF) is issued.

Task 3	Sub-Task 3.1 Project Implementation and Construction	Subrecipient will coordinate all construction activities and necessary services to develop the project. PRDOH will monitor and report activities that require compliance with CDBG-DR and CDBG-MIT program guidelines, policies, and regulations.	<ul style="list-style-type: none"> a) Selected Proposer(s) must get familiarized with subrecipient's construction contract and schedule to establish a plan for monitoring activities. Once the subrecipient issues a Notice to Proceed for construction project, the Selected Proposer(s) must be prepared to implement the monitoring plan, develop all necessary monitoring reports, and submit reports to PRDOH. b) Selected Proposer(s) must be aware of subrecipient's intentions to amend construction related contracts and must revise subrecipient backup documentation before the execution of any amendment. c) Selected Proposer(s) must revise for completeness, validate information, CDBG-DR and CDBG-MIT compliance and recommend for payment all of the invoices submitted by subrecipient that related to project development. d) Selected Proposer(s) must conduct monitoring site visits to validate compliance with required CDBG-DR and CDBG-MIT programs policies and regulations including: <ul style="list-style-type: none"> i. Reviewing construction progress meeting minutes. ii. Attending periodic construction progress meeting, if necessary. iii. Conducting periodic site monitoring visits, if necessary.
--------	--	---	--

KR

WRR
WRR

Task ID	Sub-Task ID (Service Name)	Sub-Task Description	Service Required
		<ul style="list-style-type: none"> iv. Reviewing minutes of substantial completion inspection and punch list. v. Reviewing results of final completion inspection. Attending final completion inspection, if necessary. 	
		e) Selected Proposer(s) must present to PRDOH subrecipient's change orders backup documentation for PRDOH acceptance before implementation. The Selected Proposer(s) must identify and coordinate appropriate actions regarding:	
		<ul style="list-style-type: none"> i. Eligibility and compliance with CDBG-DR and CDBG-MIT funding ii. Consistency with the Environmental Clearance documents/ERR iii. Whether change order requires subrecipient performance statement and/or ERR amendments iv. Budgetary shortfalls v. Cost reasonableness vi. Schedule overruns vii. Sign-off recommending approval. 	
		f) Conduct/attend Pre-construction Meeting to review CDBG-DR and CDBG-MIT requirements with successful bidders and local project managers regarding Section 3, Davis-Bacon wage rates and Labor Standards, Change Orders, and MBE/WBE goals.	
		g) Monitoring of construction activities to ensure compliance with applicable CDBG-DR and CDBG-MIT regulations and policies, particularly:	
		<ul style="list-style-type: none"> i. Labor standards ii. Section 3 iii. Equal Employment Opportunity iv. Financial management v. Timely project completion vi. Compliance with building codes and regulations vii. Adherence to project scope 	
		h) Any other services as required by PRDOH.	

KR

WDRR
WDRR

Task ID	Sub-Task ID (Service Name)	Sub-Task Description	Service Required
Milestone is obtained with PRDOH's acceptance to perform invoice payment per period. (This assumes that Subrecipient's monthly invoice includes all Subrecipient's contracted services invoiced in the same period.)			
Task 3	Sub-Task 3.2 Loan Servicing	During the Project Implementation PRDOH may be required to perform Loan Servicing tasks to ensure compliance with CDBG-DR and CDBG-MIT requirements and loan terms and conditions.	<ul style="list-style-type: none"> a) Selected Proposer(s) must provide all necessary support to PRDOH to perform loan servicing in compliance with CDBG-DR and CDBG-MIT requirements and loan terms and conditions, including but not limited to supporting loan disbursement, collection of loan payments, and any other related task required by PRDOH. b) Selected Proposer(s) may be required to provide technical assistance to the Subrecipient to gather the required documentation to validate compliance. c) Any other services as required by PRDOH
Task 4	Sub-Task 4.1 Project Closeouts	Subrecipient will complete all required documentation (forms, templates, checklists, etc.) and backup, in compliance with PRDOH's guides, policies and regulations for the administrative Closeout of the SRA. PRDOH will evaluate all documentation submitted by the subrecipient and will validate the Completeness of the submission before issuing the Closeout.	<ul style="list-style-type: none"> d) Selected Proposer(s) must coordinate with subrecipient for receiving the required documentation for Closeout evaluation and will provide all necessary feedback to the subrecipient to assure the Closeout package is complete. Proposer(s) will lead and support: <ul style="list-style-type: none"> i. Perform a review of information in PRDOH's system of record to determine what documents are needed to successfully complete Closeout of the project. ii. Communicate to the subrecipient any outstanding documents required. iii. Proceed to project Closeout, if the subrecipient is in good standing with all documentation. iv. Discuss with PRDOH Legal Division the requests for Closeout procedure of SRA. v. Issue the project Closeout letter to the subrecipient, copying applicable administrative staff. e) Once the package is complete, the Selected Proposer(s) will coordinate with the PRDOH for processing the Closeout of the SRA and submitting all necessary documentation in PRDOH's System of Record. f) Any other services as required by PRDOH.

KR

WDRR
WDRR

Task ID	Sub-Task ID (Service Name)	Sub-Task Description	Service Required
Milestone per Subrecipient is accomplished when PRDOH authorizes and finishes the Closeout procedure of the SRA.			

KR

WDRR
WDRR

The following sections 3.1 through 3.10 are supplementary to Tasks 1, 2, 3 and 4 presented above, therefore, these services are required and shall be considered intrinsic of the above tasks.

3.1. Property Acquisition Support and Oversight Services

For the purpose of this proposal, the term "Property" shall include property owned by the subrecipient before a specific CDBG-DR and CDBG-MIT project was considered, property obtained in anticipation of a CDBG-DR and CDBG-MIT project, and property obtained as part of a CDBG-DR and CDBG-MIT project. As part of services in Task 2 in Table 2, key services for Property Acquisition Support and Oversight include, but are not limited to, the following activities:

- 3.1.1. Provide technical assistance to subrecipient's regarding requirements for acquisition activities, including developing and disseminating guidance documents regarding Uniform Relocation Assistance and Real Property Acquisition Act (**URA**), Commonwealth of Puerto Rico, PRDOH, and local rules for property acquisition.
- 3.1.2. Coordinate with and support PRDOH Monitoring Team efforts in monitoring subrecipient property acquisition activities, including providing project specific and subrecipient specific information.
- 3.1.3. Ensure that property acquisition is in connection with the CDBG-DR and CDBG-MIT projects. Program Subrecipients to ensure ownership with the proper documentation for every property involving a CDBG-DR and CDBG-MIT project.
- 3.1.4. Ensure property acquired for a CDBG-DR and CDBG-MIT project is legally recorded and properly filed with the Puerto Rico Property Registry.
- 3.1.5. Ensure that all property acquisition activities comply with all requirements of 49 CFR Part 24 - Uniform Relocation Assistance and Real Property Acquisition, HUD rules at 2 CFR 200.311, and HUD Tenant Assistance, Relocation and Real Property Acquisition Handbook (1378.0). At the appropriate checkpoints, provide oversight and review of acquisition documentation and activities, including but not limited to:
- Voluntary Real Property Acquisitions
 - Involuntary Real Property Acquisitions
 - Relocation and Tenant Assistance
 - Record Keeping and Reporting
- 3.1.6. In cases that the subrecipient decides to lease rather than purchase a property:
- Obtain from the subrecipient the terms of the proposed lease and an estimate of the Property value prior to the execution of the lease agreement.

KR

WDRR
WDRR

- Evaluate with PRDOH Legal Division, the lease agreement based on the following three (3) factors:
 - i. Duration – The lease should be, at a minimum, as long as the anticipated life of the project improvements.
 - ii. Cost – The lease cost must be reasonable and compared to the cost of an outright purchase.
 - iii. Compliance with the URA – If the duration of the lease is less than fifteen (15) years, PRDOH will determine that the duration was not established for the intentional purpose of avoiding the requirements of the URA.

3.1.7. When the subrecipient sends the property owner a written Offer to Purchase, along with the written Statement of the Basis of the Determination of Just Compensation, and the property is tenant-or owner-occupied:

- Ensure subrecipient issues a written Notice of Displacement within thirty (30) days of the date specified for the initiation of negotiation
- Confer with the subrecipient to determine the appropriate relocation procedures to be followed.

3.1.8. At the time of the Conclusion of Final Negotiations prior to execution of the property acquisition agreement:

- Review the agreement to ensure any amount that exceeds fair market value can be reimbursed under the CDBG-DR AND CDBG-MIT project.
- Issue written documentation of Authorization or Denial to the subrecipient which includes date and initials of the Program Director or his authorized representative.

3.2. Program Oversight Monitoring Performance Services

As part of Tasks 2, 3 and 4 in Table 2, the Selected Proposer(s) must consider preparing and implementing a monitoring plan to review and validate subrecipient's compliance with PRDOH's CDBG- MIT programs monitoring policies, procedures and regulations.

- 3.2.1. Proposer must submit the monitoring plan to PRDOH for revision and acceptance.
- 3.2.2. Coordinate all necessary monitoring processes for subrecipients and consultants with PRDOH.
- 3.2.3. Coordinate and schedule spot monitoring visits to subrecipients/projects to overview utilization of staff dedicated to Program activities.
- 3.2.4. Include monitoring activities and concerns within the required monthly reports, including information regarding all subrecipients/subrecipient projects and consultants performing Program activities.

KR

WDRR
WORR

- KR
- WORR
WORR
- 3.2.5. Utilize PRDOH's system of record to follow-up progress on monitoring results and feedback.
 - 3.2.6. Ensure that approved activities are carried out in a timely manner.
 - 3.2.7. Ensure that activities are conducted in accordance with the requirements and the primary objectives of the approved application, subrecipient agreement, Program requirements, and all applicable Puerto Rico's laws, CDBG-DR AND CDBG-MIT regulations, and PRDOH policies.
 - 3.2.8. Ensure that administrative systems, policies, and procedures provide adequate protection for the prevention and mitigation of fraud, waste and abuse.
 - 3.2.9. Conduct reviews to identify deficiencies in subrecipients' implementation of a project or projects. Technical assistance is provided when deemed appropriate to ensure that subrecipients have continued capacity to carry out approved activities.

3.3. Invoice Management and Review Services

As part of Tasks 2, 3 and 4 in Table 2, the Selected Proposer(s) must manage and review all subrecipient invoices before these are submitted for PRDOH processing and payment. The Proposer must:

- 3.3.1. Collect all appropriate information and record documents to meet policies and standards set forth by the PRDOH's CDBG-DR AND CDBG-MIT programs.
- 3.3.2. Provide assurance that all appropriate bonding and insurance requirements are in place.
- 3.3.3. Monitor and collect documentation to support Davis-Bacon Act requirements, when applicable.
- 3.3.4. Ensure that applications are conforming to all applicable Uniform Relocation Act (URA) guidelines. If tenants are identified throughout any point in the process, a due diligence must be performed to relocate the tenant, if required, and log appropriate actions into the system of record.
- 3.3.5. Submit necessary reports for required compliance and completeness of invoicing processing, documentation and PRDOH's System of Record.
- 3.3.6. Review and provide recommendation for approval of Subrecipient's payment request.
- 3.3.7. Provide necessary support in the review and submittal of properly completed and compliance CDBG-DR AND CDBG-MIT funding requests to the PRDOH finance division.
- 3.3.8. Track Subrecipient's expenditures of CDBG-DR AND CDBG-MIT funds.
- 3.3.9. Perform any other task necessary to ensure Subrecipient's invoicing management and monitoring compliance.

Milestone for Invoice Management Service is accomplished when completed monitoring Reports and submitted to the PRDOH within a 3-day period of the actual on-site inspection being performed. Contractor Invoices shall be reviewed, and comments (if any) issued to the Contractor, within a 5-day period of the Program Manager receiving the draft invoice documents.

3.4. Operational Services

As part of Tasks 1, 2, 3 and 4 in Table 2, the Proposer must provide operational supporting services to PRDOH during contract term and must consider the following:

3.4.1. Offer alternatives to utilize IT solutions that support the management and implementation of all assigned disaster recovery programs/projects. The proposal for these IT solution alternatives shall consider the costs of synchronizing data with IT solutions provided by PRDOH.

3.4.2. The Selected Proposer(s) lead staff shall be required to attend training sessions given by PRDOH regarding program implementation. After training has been provided to the Selected Proposer(s) lead staff, such lead staff will be responsible for the knowledge transfer to other Selected Proposer(s) staff as well as program subrecipients, as required.

3.4.3. Any other task necessary to support the programs' operations.

3.5. Program Management Task:

As part of Tasks 1, 2, 3 and 4 in Table 2, the Selected Proposer(s) must consider at least the following responsibilities:

3.5.1. Provide management services to implement efficiently and cost-effectively the monitoring and compliance of the Program.

3.5.2. Assist PRDOH in the preparation of training materials to be given to all subrecipients. Trainings may include: Program-specific requirements, Procurement and Contracting, Financial Management, Compliance with CDBG-DR AND CDBG-MIT requirements such as Davis Bacon & Section 3, Environmental Compliance, among other trainings as deemed necessary by PRDOH.

3.5.3. Provide support to planning, design, development, and implementation of information technology, record keeping, and data tools and solutions to manage, track, and report on the progress and delivery of Program deliverables.

3.5.4. Establish preliminary Program budgets and projections.

3.5.5. Aid in the development and management of Program Policy and Procedure guidelines.

3.5.6. Provide support and coordinate necessary technical training to subrecipient staff.

3.5.7. Coordinate meetings, conference calls or any other activity required

KR

WDRR
WDRR

by PRDOH's
staff or representative to manage the Program.

- 3.5.8.** Participate in required training sessions provided by PRDOH's staff or representative
or provided by a regulatory agency.
- 3.5.9.** Provide support to all subrecipients participating in the Program to identify which project(s) shall be considered for participation in PRDOH's CDBG-DR AND CDBG-MIT Programs.
- 3.5.10.** Collaborate, coordinate and provide support to PRDOH's staff or representative with other recovery initiatives or efforts as needed. For example, this may include coordination with other CDBG-DR AND CDBG-MIT Programs or with the Federal Emergency Management Agency (FEMA) Programs such as: Hazard Mitigation Grant Program, Public Assistance, and others as identified.
- 3.5.11.** Implement a communications plan to support the individual project efforts
- 3.5.12.** Provide the PRDOH's staff or representatives all necessary reports to inform the progress of projects.
- 3.5.13.** Utilize PRDOH's system of record platform to maintain daily informative updates, as
required. PRDOH will provide access to the system.
- 3.5.14.** Provide immediate notification to PRDOH staff or representatives about any situation that may affect the accomplishment of Program tasks.
- 3.5.15.** Construction, Project, Program Management Tracking and Reporting and other agreed upon reports to the agency, including:
a) Labor Compliance Reports and
b) Risk Management Reports.
- 3.5.16.** Develop and manage the necessary systems to sustain construction and/or project management related data.
- 3.5.17.** Provide copies of all correspondence with external stakeholders, subrecipients and other parties. Establish efficient library storage frameworks for all program documentation.
- 3.5.18.** Perform periodic reviews of construction contractor inspection reports, evaluations of invoices, etc. and inform PRDOH of their findings.
- 3.5.19.** Ensure compliance with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (when applicable), Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act, Fair Housing and Equal Opportunity Standards, and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the execution of the assigned Programs. Take special notes of minimum wage increases planned for Puerto Rico's construction workforce. The Proposer will be required to

KR

WRR
WRR

ensure compliance with minimum wages.

- 3.5.20. Perform periodic reviews of construction contractor files to ensure compliance with the statutory and regulatory compliance of Section 3 Housing and Urban Development Act of 1968.
- 3.5.21. Coordinate efforts of compliance with environmental, construction, financial, and HUD regulations.
- 3.5.22. Establish project performance benchmarks and updated budget comparisons to measure progress and compliance with critical objectives in mind. Critical stages shall be identified, and a monitoring checkpoint established to ensure follow-up.
- 3.5.23. Adopt portfolio management processes and tools for organizing and managing programs, funds, and project files.
- 3.5.24. Track and control project schedules.
- 3.5.25. Establish program timelines, goals, metrics, and deliverables of services in accordance with project funding allocations and production goals specified by PRDOH.
- 3.5.26. Manage all designated construction, rehabilitation, and repair activities to include, but not limited to, cost analysis, inspections, construction progress, contractors' invoices review, and payment approvals, among others.
- 3.5.27. Manage all acquisition, demolition, and clearance activities in accordance with Uniform Relocation Act (URA), FEMA requirements, and procedures established by the PRDOH.
- 3.5.28. Manage program compliance requirements to include programmatic and financial reporting including, but not limited to, coordinating and preparing project and financial management reports with PRDOH designee for federal, state, and local government audits.
- 3.5.29. Prepare documentation requested by the PRDOH appeals board as applicable. Comply with any requests from the PRDOH appeals board.
- 3.5.30. Any other supporting functions or task necessary for proper Program management.
- 3.5.31. Manage effectively any situation that may delay any required delivery and, if deemed necessary, establish a timeline recovery plan to mitigate delays and ensure that final delivery dates are unchanged.

3.6. Subrecipient Management:

As part of Tasks 1, 2 and 3 in Table 2, the Proposer must consider to perform the following activities:

- 3.6.1. Create and maintain an updated database or contact list for each of the Subrecipients participating resources, containing at least:
 - i. Full Name

KR

WDRR
WDRR

- ii. Position
- iii. Email Address
- iv. Phone number

This information must be available to PRDOH at all times.

- 3.6.2. Manage, potentially sensitive and nuanced, interaction with Subrecipients including in-person, phone, and email correspondence.
- 3.6.3. Provide a level of quality control for the Closeout of a CDBG-DR AND CDBG-MIT compliant program file.
- 3.6.4. Coordinate with Subrecipients to facilitate the resolution of issues.
- 3.6.5. Manage any disagreements within the subrecipient's team. When necessary, involve PRDOH staff or representatives to address a final resolution.

3.7. Policy and Regulatory Consulting:

As part of Tasks 1 and 2 in Table 2, the Proposer must consider the following activities:

- 3.7.1. Prepare a monthly monitoring report providing all required information regarding all subrecipients/subrecipient projects and consultants performing Program activities.
- 3.7.2. Utilize PRDOH's system of record to follow-up progress on monitoring results and feedback.
- 3.7.3. Provide as-needed expert advisory services and analysis regarding the applicability of federal regulations for funded activities.
- 3.7.4. Identify and advise PRDOH on any potential program and project compliance risks and issues and develop mitigation strategies.
- 3.7.5. Work with PRDOH to prepare written reports and analysis and contribute to the preparation of a broad range of policy documents, Action Plan, and other materials regarding the assessment and implementation of programs and projects.
- 3.7.6. Provide strategy support to help PRDOH achieve National Objectives and meet eligibility requirements.
- 3.7.7. Provide support to help PRDOH comply with CDBG-DR and CDBG-MIT grant closeout requirements including the development of auditable files.
- 3.7.8. Support PRDOH staff in developing and implementing program and PRDOH developed close out processes.
- 3.7.9. Serve as a subject matter expert (SME) on federal policy and regulatory issues.
- 3.7.10. Provide workload and production projections and other agreed upon reports to the agency.
- 3.7.11. Make provisions for the delivery of complete and auditable systems of record upon which PRDOH can rely to retain, update and extract

KR

WRR
WRR

data.

3.7.12. Make provisions for the delivery of all requisite reports.

3.7.13. Make provisions for various white papers, explanations and professional opinions on an as-needed basis.

3.8. Document Control and Management:

As part of Tasks 1, 2 and 3 in Table 2, the Selected Proposer(s) must consider the following activities:

3.8.1. Store, archive, and retrieve physical documents and electronic images of all paper documents, correspondence, training material, and policies and procedures in a secured data warehouse in accordance with HUD regulations and requirements in coordination with System of Record requirements.

3.8.2. Establish and maintain protocols for physical file management to include, among other things, document standards and workflows, file naming conventions, access to a file, tracking of location and possession of a file, and return of a file. This assumes that the Proposer will provide the necessary secure space and storage equipment to perform such function. It also assumes that will maintain soft copy backups of originals in their custody.

3.8.3. Ensure all project information and documentation is available at all times in the PRDOH system of record.

3.8.4. Provide sufficient, appropriate document control and management to meet the financial and documentation requirements for CDBG-DR AND CDBG-MIT grants. At a minimum, the following records are required:

- Records providing full description of each activity.
- Records verifying that activity meets national and grant objectives.
- Records related to demonstrating eligibility of activities.
- Records required to document activity related to real property.
- Records documenting compliance with Davis-Bacon Act, Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act, Minority Business Enterprise, Women Business Enterprise, Section 3 of the Housing and Urban Development Act of 1968, fair housing and equal opportunity requirement. Financial records and reports required by the Program.
- Records supporting any specific requirements of the Programs or the CDBG-DR AND CDBG-MIT allocations.

3.8.5. Note that the PRDOH will not pay for any work not documented in the PRDOH system of record.

KR

WDRR
WORR

3.8.6. Any other task necessary for the proper document control management.

3.9. Documentation Review & Delivery:

As part of Tasks 1, 2 and 3 in Table 2, the Selected Proposer(s) must consider the following activities:

3.9.1. Coordinate the timely delivery of project documentation with the subrecipient team.

3.9.2. Perform a peer review of each delivery.

3.9.3. Prepare a report of findings for submission to the subrecipient's team for their revision, correction and resubmission. Provide the PRDOH a recommendation for approval when the subrecipient has successfully accomplish delivery.

3.9.4. Follow-up and manage deliveries and timelines

3.10. Accounting and Reporting:

As part of Tasks 1, 2 and 3 in Table 2, the Selected Proposer(s) must consider the following activities:

3.10.1. Provide reports on a regular basis to keep the PRDOH informed of progress:

a. Monthly Report: Prepare monthly reports to inform on progress and status of deliveries and milestones, monitoring and compliance results for each phase/task performed in the development of the Program. The outline template of monthly reports will be established by the PRDOH after this RFP is awarded.

b. Final Report: Develop and submit a public-facing final report for all work performed per subrecipient. The final report will discuss the specific work performed under the Program by each subrecipient. Final Report should be submitted in both Spanish and English language versions. The outline template and formatting of the final report will be established by the PRDOH after RFP is awarded.

3.10.2. As requested, meet with the PRDOH to discuss the status of the project, subrecipient concerns and any other issues that may have arisen during the administration of the assigned Programs.

3.10.3. Provide the PRDOH with project progress reports on demand, as well as access to the project management system for PRDOH to monitor the project.

3.10.4. Report on information that includes project activity deemed critical by the PRDOH.

3.10.5. Compile and review information necessary to prepare reports

KR

WRR
WRR

required under HUD regulations.

3.10.6. Invoice Processing: Review all invoicing to PRDOH related to the Program to ensure that delivery was completed in accordance with contracting requirements. If the review is acceptable, provide written recommendation to PRDOH in order to generate the corresponding payment. This will include, at minimum, those from Subrecipients and Environmental Services Consultant.

3.10.7. Contract Management: For tasks with an allowance budget, manage work requisitions that require prior PRDOH authorization. Verify task order requests to ensure that resources, hours, scope and cost are necessary, allowable, reasonable and able to be allocated. If deemed acceptable, provide written recommendation to PRDOH to generate the required authorization for the work.

3.10.8. Account for and reconcile, (a) all federal funds requested and drawn from HUD and awarded to grant recipients, (b) all funds returned by applicants, including program income, (c) re-allocation of funds returned by subrecipients.

3.10.9. Review and submit recommendations for approval of CDBG-DR AND CDBG-MIT funding requests if needed.

3.10.10. Review requests for payment from grantees and subrecipients for CDBG-DR AND CDBG-MIT awards. This will include review of all reimbursement of eligible costs as well as cost reasonableness.

3.10.11. Any other task necessary to ensure proper accounting and reporting as related to the programs to ensure compliance with established milestones and deadlines.

3.11. Special Services

3.11.1. Environmental Services

As part of Task 2 in Table 2, and if PRDOH requires, the Selected Proposer(s) will perform environmental review of projects in compliance with 24 CFR Part 58. The Selected Proposer(s) will be required to perform the environmental tasks for subrecipient's project(s). Tasks regarding environmental services may require additional specialized services to accomplish the environmental review of subrecipient's projects. Therefore, the PRDOH has identified a budget allowance to be included for specialized environmental services in the Selected Proposer(s) contract. When requested, the selected Proposer(s) will be responsible for performing the additional services, specialized studies, additional assessments, or permitting to secure environmental clearance. In that event, the Selected Proposer(s) must notify the PRDOH which specialized environmental service(s) is(are) needed. The Selected Proposer(s) will be responsible for

KR

WRR
WRR

presenting information about the environmental specialized services needed, cost and timeframe.

Specialized Environmental Services may include, but are not limited to:

- Biological assessments
- Wetland delineations
- Jurisdictional Determinations
- Section 7 Consultation
- Asbestos surveys
- Lead-based paint assessments
- Archeological surveys and studies
- Historical surveys and reports
- Phase I and Phase II ESA
- USACE permitting and other related activities

In addition, to the services described above, Specialized Environmental Services shall include, but not limited to the following:

- i. If necessary, consult and coordinate with necessary local, Commonwealth, or federal agencies to facilitate environmental clearance.
- ii. If necessary, prepare all responses to comments received from public or private entities during comment phases of the environmental review
- iii. Coordinate with subrecipients, subrecipient contractors, the PRDOH or representative to ensure the appropriate level of environmental review is performed and no un-authorized work is conducted prior to issuance of the Authorization to Utilize Grant Funds (AUGF).
- iv. Coordinate the submission of a copy of the environmental review in the system of record.
- v. Perform all necessary site visits to the subrecipient's project location during the development of the environmental review and include findings from the site visit as part of the environmental review.
- vi. Prepare and submit publications for all public notices including, but not limited to, Finding of No Significant Impact (FONSI), Request for Release of Funds (RROF), and early and final notices for compliance with E.O. 11990 and E.O. 11998.
- vii. Develop and complete the appropriate level of environmental review for all subrecipient projects.
- viii. Provide documentation of clearance for parties known to be interested as required by 24 CFR 58.43
- ix. Complete environmental re-evaluations per 24 CFR 58.47, as required.
- x. Be able to perform or contract special studies, additional assessments, or permitting to secure environmental clearance.

3.11.2. Legal Services

KR

WDRR
WDRR

The IPG and IPG-MIT Program comprises a wide variety of potential project types, tied to different subrecipient profiles. Applicable laws and regulations under federally funded programs may require the review of project- or subrecipient-specific regulations and defining the corresponding actions to develop the CDBG-DR and CDBG-MIT activities.

3.11.3. SME Services

The different project and subrecipient conditions will imply complex, case-by-case scenarios that shall require expert analysis and implementation guidance to subrecipients in means of developing projects in compliance with CDBG-DR and CDBG-MIT regulations. Feasibility of projects may be affected by regulatory burdens that, without the clarification and assistance from subject-matter experts, may be incorrectly withdrawn. Consultation with and guidance from a subject-matter expert may be necessary and required by the PRDOH to facilitate problem-solving courses of action for different compliance roadblocks during the Program's development.

3.11.4. Planning Services

As part of the IPG and IPG-MIT Program proposer(s) guidance and support may be required for the planning and development of potential project(s) implementation plan. PRDOH deliverable for these services may include the following: executive summary identifying infrastructure risks and needs, baseline project description, recommended project locations (analyze at a regional and local level), and prioritized list of potential projects according to the readiness of the project and the status of the potential facility. Services provided by the Proposer(s) may be required by the PRDOH in means of supporting, defining, or clarifying planning efforts performed by the Applicants or Subrecipients of the IPG and IPG-MIT programs.

3.11.5. Loan Servicing

As part of the IPG and IPG-MIT Program proposer(s) technical support may be required to perform loan servicing in compliance with CDBG-DR and CDBG-MIT requirements and loan terms and conditions. Loan servicing may include but not limited to underwriting analysis, coordination, follow up and recordkeeping of funding disbursements, loan payment collection, loan term negotiations, loan agreement default processing and corrective action definition, loan processing recommendations for financial policy alignment, among other related tasks. Services provided by the Proposer(s) may be required by the PRDOH in means of providing, supporting, defining, or clarifying loan servicing performed for the Applicants or Subrecipients of the IPG and IPG-MIT programs.

As part of the IPG and IPG-MIT Program proposer(s) guidance and support maybe be required in the specialized services describe above or any other service as required by PRDOH.


When specialized services are required, if the cost is more than \$10,000 (the micro purchase procurement threshold) then the Selected Proposer(s) must develop the


KR

WRR
WRR

scope of services needed and request at least three (3) economic proposals to qualified Subcontractors, with experience performing the required specialized service(s), to perform the required scope of the services. After evaluation of the economic proposals, the Selected Proposer(s) must present to the PRDOH a recommendation for their approval. PRDOH must provide written approval to the Selected Proposer(s) recommended selection including the scope, budget and timeframe for the specialized service. For each specialized services approved, the related allowance amount will be adjusted.

4. Response Requirements

 In response to this Solicitation, Proposers should return the entire completed Proposal Submission package. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required.


Worr

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

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

5. SAM Registry

Proposers must be registered in the System for Award Management (SAM) at the time of the Proposal submission or initiate the registration process right after the Proposal submission. For more information about the System for Award Management (SAM) go to <https://sam.gov/content/home>. Awards will only be issued to entities which are cleared and not ineligible for award of a contract due to suspension, debarment, or HUD imposed limited denial of participation.

6. PRDOH Reservation of Rights

The PRDOH reserves the right, without limitations, to:

- i. Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by to be in its best interests.
- ii. Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- iii. Cancel this solicitation and reissue the RFP or another version of it, if it deems that doing so is in the best interest of the Public Interest.
- iv. PRDOH shall have no obligation to compensate any Selected Proposer(s) for any costs incurred in responding to this RFP.

- v. To reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to, if:
 - a. Funding is not available.
 - b. Legal restrictions are placed upon the expenditure of monies for this category
 - c. PRDOHs requirements in good faith change after the award of the contract.
- vi. To require additional information from Selected Proposer(s) to determine the level of responsibility.
- vii. To contact any individuals, entities, or organizations that have had a business relationship with the Selected Proposer(s), regardless of their inclusion in the reference section of the proposal submittal.
- viii. To contract with one or more Qualified Proposers as a result of the selection of the RFP or the cancellation of this RFP.

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

END OF SCOPE OF SERVICES



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING



COMPENSATION SCHEDULE
Innovative Emergency Management, Inc.
Oversight Management Services for Investment Portfolio
Request for Proposals No. CDBG-DRMIT-RFP-2022-04

The following section contains cost information that considers the quantity of resources, maximum hours, and rate per hour provided by the Oversight Management Services firm through their Price Form in compliance with the Request for Proposals (RFP) CDBG-DRMIT-RFP-2022-04.

Table 1- Innovative Emergency Management Inc.

Staff Position	Qty. of Resources	Max. Hours Per Month Per Resource	Rate Per Hour	Estimated Monthly Cost Per Position
Program Manager	1	195	\$209.00	\$40,755.00
Deputy Program Manager	1	195	\$168.00	\$32,760.00
Project Manager	1	195	\$150.00	\$29,250.00
Regulatory Compliance Officer	1	195	\$123.00	\$23,985.00
Outreach and Public Relations Coordinator	1	195	\$105.00	\$20,475.00
Program Coordinator	1	195	\$85.00	\$16,575.00
Project Staff Positions				
Project Assistant	9	195	\$77.00	\$135,135.00
Construction Oversight Manager	6	195	\$140.00	\$163,800.00
Environmental Professional	2	195	\$153.00	\$59,670.00
Underwriter	4	195	\$105.00	\$81,900.00
Underwriter Analyst	2	195	\$73.00	\$28,470.00
Total Cost Per Month				\$632,775.00
Total Cost Per 12 Months				\$7,593,300.00
Total Cost for 36 Months - Staffing				\$22,779,900.00
Services Allowance				\$2,300,000.00
Total Cost of Services and Allowance for 36 Months				\$25,079,900.00

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

- 
- 
1. **Estimated Qty. of Resources** represents the estimated quantity of personnel to be employed by each key position. Should not be interpreted as a cap on the allowed quantity of staff. Monthly cost caps are established in Note 5 below.
 2. **Max. Hours Per Month Per Resource** represents the estimated quantity of monthly hours to be employed by each key position. Should not be interpreted as a cap on the allowed level of effort per position. Monthly cost caps are established in Note 5 below.
 3. **Rate Per Hour** includes overhead, profit, royalties, reimbursements, travel, fringe benefits, taxes, as well as any other additional fees and administrative costs applicable to the services.
 4. **Estimated Monthly Cost Per Position** represents the estimated cost of positions based on the Estimated Quantity of Resources and the Estimated Hours Per Month Per Resource in the cost form. Should not be interpreted as a cap on the allowed billing per position. See Note 5 for monthly cost caps for the Program Management and Administration Task.
 5. PRDOH reserves the right to establish an hourly cost cap per each Subtask described in Scope of Services.
 6. Maximum Monthly Cost in [E] will be used for cost estimate evaluation purpose only, final cost established in selected Proposer(s) contracts may vary after negotiations.
 7. Timeframe of three (3) years considered will be used for cost estimate evaluation purpose only, PRDOH reserves the right of establish a shorter or longer contract term with selected Proposer(s).
 8. **Monthly Sub-Total** represents the maximum amount that the Program Manager is allowed to invoice for the positions of included in this Cost Form for any given month. An individual position may invoice for an amount greater than that established in the **Estimated Monthly Cost Per Position** column at any given month; but the total amount to be invoiced for the group of positions may not exceed the **Monthly Sub-Total**.
 9. PRDOH reserves the right to award to one or more Proposers.
 10. Services contracted through this RFP will be available in a tiered manner, as per the funding allocation from HUD. Additional service may be contracted or added through amendments, as funds become available.

In case of discrepancy between the Price Form and this Compensation Schedule rate per hour and/or maximum hours per month, the Price Form will prevail.

The PRDOH reserves the right to re-distribute the amounts shown above via amendment if it benefits the Programs successful implementation without modifying the Total Contract Cost Awarded.

END OF COMPENSATION SCHEDULE



ATTACHMENT D

PERFORMANCE REQUIREMENTS

INVESTMENT PORTFOLIO FOR GROWTH – DISASTER RECOVERY

INVESTMENT PORTFOLIO FOR GROWTH - MITIGATION PROGRAM

The Oversight Manager (OM) shall provide services in accordance with the Scope of Services (Attachment B) of this contract.

SUB-TASKS	DESCRIPTION	TIMEFRAME DATES	DELIVERABLES
1.3 Project Application Review	After the Applicant completes and submits the required project information and documentation requested through the established system, the OM will first perform a completeness review prior to the eligibility review, scoring and ranking. The results of the scoring and ranking will be presented to PRDOH for review and approval.	Applicable to any Competitive Application Process: The entire project application review process shall take no longer than 100 calendar days, including PRDOH approval timeframes. PRDOH may establish specific timeframes for completeness review, eligibility review, scoring and any other processes covered under the Project Application Review.	For each project submitted, prepare, and submit to PRDOH an evaluation report containing the completeness review checklist, eligibility checklist, eligibility report, scoring, and ranking in order to recommend projects for PRDOH's consideration.
1.4 Capacity Assessment Support	After receiving project application approval, PRDOH Monitoring Division will coordinate to obtain the required documentation and paperwork to complete the Capacity Assessment evaluation of the Applicant, as required by HUD.	No later than five (5) calendar days after technical assistance is requested by PRDOH or the Applicant.	For each approved project, provide technical assistance services to the Applicant to complete the Capacity Assessment
1.5 Benefit Cost Analysis	After receiving project application approval, if the project is a covered project, the Applicant or Subrecipient must prepare a BCA. PRDOH may choose to support in this effort, as needed, including assistance to complete any necessary documents to support	Provide feedback resulting from the review of the BCA documents to be provided in writing no later than ten (10) calendar days after a complete set of documents have been delivered by	For each approved project, if the project is a covered project, provide technical assistance services to the Applicant or Subrecipient, as needed, to gather and complete all BCA related documentation.

	the BCA or the Covered Project approval by HUD.	the Applicant or Subrecipient. PRDOH may establish specific timeframes for additional deliverables associated with the BCA or Covered Project approval support.	For each covered project submitted, provide technical assistance and support to the PRDOH to gather information to complete the Covered Project supporting documentation, necessary for HUD's approval through a Substantial Action Plan Amendment, including but not limited to the Covered Project Narrative.
1.6 Underwriting	After receiving project application approval, if applicant is a Private Applicant, PRDOH must perform underwriting procedure for the Applicant.	PRDOH shall determine the timeframe for the deliverables for underwriting services, considering the necessary support or tasks.	Provide technical assistance to the Applicant, or provide support to PRDOH to evaluate underwriting documentation, or perform grant underwriting based on applicable criteria, as required by the PRDOH.
1.7 Subrecipient Agreement / Loan Agreement (SRA) and SRA / Loan Agreement Amendments	After receiving project application approval, PRDOH will coordinate with the Applicant to obtain all required documentation and paperwork to complete and sign an Agreement or Agreement Amendment based on the Program's determination.	No later than five (5) calendar days after technical assistance is requested by PRDOH, the Applicant or Subrecipient.	For each approved project, provide technical assistance services to the Applicant or Subrecipient to obtain required documentation and paperwork to complete and sign an Agreement or Agreement Amendment
2.1 Project Plan Development Support	After SRA execution, the Subrecipient shall finalize and submit a project plan to PRDOH for review and approval	No later than five (5) calendar days after technical assistance is requested by PRDOH or the Subrecipient.	For each approved project, provide technical assistance services to the Subrecipient to complete the Project Plan Development.
2.2 Project Plan Review	For each project approved, Subrecipient shall prepare and submit a project plan for PRDOH's review and, as appropriate, authorize full development.	Provide feedback resulting from the revision of the project plan to be provided in writing no later than five (5) calendar days after	For each project submitted by the Subrecipient, prepare, and submit to PRDOH an evaluation report containing the

KR

WDRR
WDRR

KR

WORR
WORR

		a complete set of documents have been delivered by the Subrecipient.	analysis of each project plan and recommendations to authorize proposed project for full development. Each report must include a justification to allow or disallow full development for each proposed project.
2.3 Third Party Cost Estimator Support	After receiving project application approval, if the project is a covered project or if established by Program requirements, PRDOH must perform a cost estimate validation by Third Party.	No later than five (5) calendar days after support or coordination assistance is requested by PRDOH or the Subrecipient.	For each approved project, provide support and coordination services to the Subrecipient and/or supporting services to PRDOH to validate the project cost estimate.
2.4 Project Report	After receiving project application approval, PRDOH may initiate the coordination of the Project Report.	No later than five (5) calendar days after technical assistance is requested by PRDOH or the Subrecipient.	For each approved project, provide supporting services to PRDOH to prepare the Project Report in compliance with CDBG-DR AND CDBG-MIT requirements. This may require providing technical assistance to the Subrecipient to gather the required documentation for the Project Report preparation.
2.5 Subrecipient's Procurement Process Support	After receiving the authorization for full project development, the Subrecipient will be conducting procurement processes to acquire professional services for full development of project(s). The subrecipient will be responsible to acquire all necessary services not limited to: Grant Administration and Project Management, Design Services (Architecture and Engineering), Inspection Services for construction, Permitting, Construction and Project Cost Estimation, in compliance	No later than five (5) calendar days after technical assistance is requested by PRDOH or the Subrecipient.	For each approved project, provide supporting services to the Subrecipient for the preparation of required procurement documentation, as needed. This support may include meetings, documents revisions, cost estimate revision and guidance to comply with applicable procurement regulations. Review and feedback resulting from revision of Procurement Package shall be

KR

WORR
WORR

	with CDBG-DR and CDBG-MIT requirements.		provided in writing after a complete set of documents have been delivered by the Subrecipient.
2.6 Project Design Development Support	For each approved project, the Subrecipient shall contract design services. With the services of the A&E provider, the Subrecipient will develop the project's design documentation and will prepare an Environmental Review in compliance with 24 CFR Part 58 - <i>Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities</i> . The Subrecipient shall coordinate with PRDOH to begin the environmental review of project. Before commencing the development of Environmental Review, the Applicant or Subrecipient shall present and coordinate their plan to receive feedback from PRDOH and authorization to perform it.	Review and feedback resulting from the revision of Design Documents Deliveries shall be provided in writing no later than ten (10) calendar days after a complete set of documents have been delivered by the Subrecipient.	For each approved project, provide technical assistance services to the Subrecipient's technical team by reviewing all project development documents related to design, specifications, permits, schedule, cost estimate and environmental review, as needed. For each document package revision, submit one report. The Subrecipient is responsible for the compliance with all applicable state and federal building codes and regulations applicable to each project.
2.7 Environmental Process Support	Each approved project shall comply with 24 CFR Part 58 regulation, the PRDOH shall review all information related to the environmental review and provide feedback to the Subrecipient. The Subrecipient is responsible to perform an Environmental Review in compliance with regulation and PRDOH will certify it to receive the Authorization to Utilize Grant Funds (AUGF).	Review and feedback resulting from revision of Environmental Review Documentation shall be provided in writing no later than ten (10) calendar days after a complete set of documents have been delivered by the Subrecipient.	For each approved project, provide technical assistance services to Subrecipient's technical team, as needed, to complete the preparation of the Environmental Review. For each environmental document package revision, submit one report.
3.1 Project Implementation and Construction	For each approved project, the Subrecipient will coordinate all construction activities and necessary services to develop the project.	As agreed between the PRDOH and the Subrecipient for each specific project.	For each construction project, implement the oversight plan, develop all necessary monthly monitoring reports,

	PRDOH will monitor and report activities that require compliance with CDBG-DR and CDBG-MIT program guidelines, policies, and regulations.		and submit reports to PRDOH. If required, revise all the invoices submitted by Subrecipient during the construction term. Conduct monthly oversight site visits to validate compliance with required CDBG-DR and CDBG-MIT programs policies and regulations and evaluate project progress.
3.2 Loan Servicing	During the Project Implementation PRDOH may be required to perform Loan Servicing tasks to ensure compliance with CDBG-DR and CDBG-MIT requirements and loan terms and conditions.	PRDOH shall determine the timeframe for the deliverables for loan servicing, considering the necessary support or tasks, and the specific compliance requirements applicable under the loan agreement.	Provide supporting services to PRDOH to perform loan servicing in compliance with CDBG-DR and CDBG-MIT requirements and loan terms and conditions, including providing technical assistance to Subrecipient.
4.1 Project Closeout	For each approved project completed, the Subrecipient shall provide all required documentation (forms, templates, checklists, etc.) and backup, in compliance with PRDOH's guides, policies and regulations for the administrative close-out of the SRA. The Oversight Manager will aid PRDOH in the evaluation of all documentation submitted by the Subrecipient and will validate the completeness of the submission before issuing the close-out.	Review and feedback resulting from revision of Project Closeout Documentation shall be provided in writing no later than ten (10) calendar days after a complete set of documents have been delivered by the Subrecipient.	Coordinate with the Subrecipient for receiving the required documentation for close-out evaluation and provide all necessary feedback to the Subrecipient to ensure the close-out package is complete. Coordinate with the PRDOH for processing the close-out of the SRA and submitting all necessary documentation in PRDOH's System of Record.
Reporting - Expenditures (Scope of Services, including sections 3.1 - 3.10)	The Oversight Manager must provide periodic or on-demand reports to PRDOH, covering operations, management, compliance, and project progress, among other topics.	No later than five (5) calendar days after requested by the PRDOH, a staffing and service expenditures forecast report shall be submitted to the PRDOH for review. The period covered by the forecast report	For each period or instance, as required by the PRDOH, a report describing the staff resource and services expenses forecasted, to allow the PRDOH to authorize an expenditure estimate for subsequent

KR

WORR
WORR

KR

WRR
WRR

		shall be determined by the PRDOH. Subsequent reports are expected to be submitted on a quarterly basis, at minimum. Other reports, periods, and timelines may be determined by the PRDOH.	periods. A template for each report may be provided by the PRDOH or by the Oversight Manager, as determined by the PRDOH.
Invoice Management and Review (Scope of Services, including section 3.3)	The Oversight Manager must review all subrecipient invoices before these are submitted for PRDOH processing and payment.	No later than five (5) calendar days after invoice documents have been delivered by the Subrecipient.	For each invoice, submit to PRDOH a written recommendation of payment including any necessary relevant information and findings.

The Oversight Manager shall develop workplans, schedules, reports and/or any other document as may be requested by PRDOH or its Representative in connection to the above timelines and performance goals. PRDOH reserves the right to add, remove or modify timeframes based on project or subrecipient quantities, or any other conditions that may affect timeframes and deliverables under this Contract. The Oversight Manager shall submit any of such documents for review and approval as requested by the PRDOH within the specified time frame provided for such request. PRDOH reserves the right to request any information to the Applicant or Subrecipient as part of the Grantee's responsibilities.

END OF DOCUMENT



INSURANCE REQUIREMENTS
Request for Proposals (RFP)
Oversight Management Services
Investment Portfolio for Growth (IPG) Program
Community Development Block Grant – Disaster Recovery
Community Development Block Grant – Mitigation
Puerto Rico Department of Housing

SPECIAL INSURANCE SPECIFICATIONS

Request for Proposals CDBG-MIT-RFP-2022-04

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

1. (X) **State Insurance Fund Workers' Compensation Insurance Policy**

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

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

COVERAGE	LIMIT
I. Commercial General Liability:	
• Each Occurrence	\$5,000,000
• General Aggregate	\$5,000,000
• Products & Complete Operations	\$5,000,000
• Personal Injury & Advertising	\$5,000,000
• Fire Damage	\$500,000 (Any one Fire)
• Medical Expense	\$20,000 (Any one person)
II. Employer's Liability Stop Gap:	
• Bodily Injury by Accident Each Employee Each Accident	\$2,000,000 \$2,000,000
• Bodily Injury by Disease Each Employee Each Accident	\$2,000,000 \$2,000,000

INSURANCE REQUIREMENTS
Request for Proposals (RFP)
Oversight Management Services
Investment Portfolio for Growth (IPG) Program
Community Development Block Grant – Disaster Recovery
Community Development Block Grant – Mitigation
Puerto Rico Department of Housing

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

LIMIT	
• Auto Liability -	\$3,000,000
• Physical Damages -	\$3,000,000
• Medical Payments -	\$ 20,000
The Commercial Auto cover must be applied to the following symbols:	
• Liability Coverage -1	
• Physical Damages – 2 and 8	
• Hired – Borrowed Auto – 8	
• Non-Owned Auto Liability – 9	

4. (X) Professional Liability for Engineer, Architect and Contractors with Pollution Liability, Environmental Professional, Underwriter, Underwriting Analyst, Legal Compliance Officer, Subject-Matter Expert (SME), and any other professional to whom it applies:

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

(X) A. 1 Description of work to be done

(X) A. 2 Limits:

(X) each occurrence	\$5,000,000
(X) Aggregate	\$5,000,000
(X) Deductible	\$ 20,000

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

5. (X) Employment Practices Liability

Limit - \$5,000,000

6. (X) Cyber Liability

Limit - \$5,000,000

INSURANCE REQUIREMENTS
Request for Proposals (RFP)
Oversight Management Services
Investment Portfolio for Growth (IPG) Program
Community Development Block Grant – Disaster Recovery
Community Development Block Grant – Mitigation
Puerto Rico Department of Housing

KR
7. (X) Umbrella

Limit - \$10,000,000

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

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

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

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

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

1. Be authorized to do business within the Commonwealth of Puerto Rico and have the corresponding license issued by the Commissioner of Insurance.
2. To be enjoying a good economic situation and to be classified under the Category of B+ Rating according by the "Best Rating Guide".
3. Submit to the ***PRDOH** a written certification as evidence of full payment of premiums by the Contractor. Mention each risk coverage premium separately.
4. Avoid sub-contractual obligations of premium financing or any other kind, which may be detrimental to the public interest.

INSURANCE REQUIREMENTS
Request for Proposals (RFP)
Oversight Management Services
Investment Portfolio for Growth (IPG) Program
Community Development Block Grant – Disaster Recovery
Community Development Block Grant – Mitigation
Puerto Rico Department of Housing

5. Avoid any request for cancellation by the contractor prior to the expiration date of the policy, without the consent of the Contract Division of the ***PRDOH**: Discuss any refund of unearned premium.
6. Follow all Federal Bail and Acceptance Insurance Regulations, when applicable.
7. Indicate in the appropriate place of all insurance policies and/or bonds, the full description of the project, work or service to be rendered.
8. Not to make any amendments to insurance policies and bonds issued under the special conditions mentioned above, unless approved by the Insurance Section of the ***PRDOH**.
9. To ensure that all insurance policies or bonds are issued to comply with all of our special insurance conditions with respect to the period of coverage, type of risk coverage, as well as all limits, as specified, and also to eliminate those exclusions in accordance with our request.
10. Clarify any questions regarding insurance requirements by any means of communication with the Insurance Section of the ***PRDOH** under the Secretary for Legal Affairs.

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

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

Therefore, we emphasize that prior to commencing work or receiving written notice to proceed with such work, or being authorized to commence work the **successful proposer** has the responsibility to provide the ***PRDOH** with all the certifications of insurance and/or bonds required under the special conditions approved by the Contract Division, Insurance Section of the ***PRDOH**.

All insurance policies shall remain in effect for the entire contractual period, in case of any order of change and/or amendment resulting in alteration of the original project completion date or total original cost; the **successful proposer**

INSURANCE REQUIREMENTS
Request for Proposals (RFP)
Oversight Management Services
Investment Portfolio for Growth (IPG) Program
Community Development Block Grant – Disaster Recovery
Community Development Block Grant – Mitigation
Puerto Rico Department of Housing

KR
shall take the necessary steps to request the insurer to include such changes in all related insurance policies and/or bond and to submit evidence by appropriate endorsements with effective dates. Cancellations without consent are not accepted.

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

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

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

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

E. CERTIFICATE OF CONTRACT DIVISION

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

DESCRIPTION OF THE SERVICES:

**Professional Services
OVERSIGHT MANAGEMENT SERVICES**

May 27, 2022
Date

Joel O. Hernández-Alvarado
Joel O. Hernández-Alvarado, Esq.
Deputy Director – Contract Administration
CDBG-DR/MIT Program



ATTACHMENT F

HUD GENERAL PROVISIONS

KR
WDRR
WDRR

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

3. BREACH OF CONTRACT TERMS

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

4. REPORTING REQUIREMENTS

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

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;

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

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

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

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

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

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

11. SECTION 504 OF THE REHABILITATION ACT OF 1973

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

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

12. AGE DISCRIMINATION ACT OF 1975

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

13. DEBARMENT, SUSPENSION, AND INELIGIBILITY

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

14. CONFLICTS OF INTEREST

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

15. SUBCONTRACTING

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

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

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

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

16. ASSIGNABILITY

The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the PRDOH.

17. INDEMNIFICATION

The CONTRACTOR shall indemnify, defend, and hold harmless the Government of Puerto Rico and PRDOH, its agents and employees, from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the CONTRACTOR in the performance of the services called for in this Contract.

18. COPELAND "ANTI-KICKBACK" ACT

(Applicable to all construction or repair contracts)

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by

KR
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.

WORR
19. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**
(Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers)

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

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

20. **DAVIS-BACON ACT**
(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation)

The CONTRACTOR shall comply with the Davis Bacon Act (40 U.S.C. §§ 3141, et seq.) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

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

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

21. TERMINATION FOR CAUSE

(Applicable to contracts exceeding \$10,000)

KR
WORR
WORR

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:

- KR
- WORR
WORR
- (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.

- KR
- 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.
- WDRR
WDRR

24. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

- 1) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2) The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

- 4) The CONTRACTOR will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the CONTRACTOR's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The CONTRACTOR will comply with all provisions of Exec. Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 6) The CONTRACTOR will furnish all information and reports required by Exec. Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 7) In the event of the CONTRACTOR's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Exec. Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- 8) CONTRACTOR shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

25. CERTIFICATION OF NONSEGREGATED FACILITIES
(Applicable to construction contracts exceeding \$10,000)

KR
WORR
The CONTRACTOR certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this certification is a violation of the equal opportunity clause of this Agreement.

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

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

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

CLEAN AIR ACT

- 1)---The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2)---The CONTRACTOR agrees to report each violation to the PRDOH and understands and agrees that the PRDOH will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, HUD, and the appropriate Environmental Protection Agency Regional Office.

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

WATER POLLUTION CONTROL ACT

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

The CONTRACTOR and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 5 C.F.R. Part 919 Subpart E and 24 C.F.R. Part 58 as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

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

- 1) A stipulation by the CONTRACTOR or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. Part 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (**EPA**) pursuant to 24 C.F.R. Part 58, as amended.
- 2) Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 7414) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified

in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- 3) A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Agreement, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- 4) Agreement by the CONTRACTOR that he or she will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the CONTRACTOR will take such action as the government may direct as a means of enforcing such provisions.

27. ANTI-LOBBYING (Applicable to contracts exceeding \$100,000)

By the execution of this Contract, the CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- 3) The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

KR

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.

WDRR
WDRR

28. BONDING REQUIREMENTS

(Applicable to construction and facility improvement contracts exceeding \$100,000)

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

- 1) A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the time specified.
- 2) A performance bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A "performance bond" is one executed in connection with a contract to secure the fulfillment of all the CONTRACTOR's obligations under such contract.
- 3) A payment bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A "payment bond" is one executed in connection with a contract to assure payment as required by the law of all persons supplying labor and material in the execution of the work provided for in the contract.

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

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

- 2) The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 75 which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- 3) The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 4) The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 75. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 75.
- 5) The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 C.F.R. Part 75.
- 6) Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- 7) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (46 U.S.C. § 5307) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian

KR

WDRR
WDRR

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 76-252, as amended.

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

The CONTRACTOR may not do the following activities: be a candidate in partisan elections; use official influence to interfere in elections; coerce political contributions from subordinates in support of political parties or candidates. The office of special counsel operates a website that provides guidance concerning hatch act issues.

33. HEALTH AND SAFETY STANDARDS

KR

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.

WDRR
WDRR

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

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

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

39. INTEREST OF CERTAIN FEDERAL OFFICERS

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

40. INTEREST OF CONTRACTOR

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

41. POLITICAL ACTIVITY

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

42. RELIGIOUS ACTIVITY

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

43. FLOOD DISASTER PROTECTION ACT OF 1973

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

44. LEAD BASED PAINT

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

END OF DOCUMENT

KR
WORR
WORR

APPENDIX C

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

INNOVATIVE EMERGENCY MANAGEMENT, INC.

The following is hereby certified to the Oversight Board regarding the request for authorization for **Oversight Management Services for the IPG Program Agreement** contract by and between the **Puerto Rico Department of Housing** and **Innovative Emergency Management, Inc.:**

1. The expected contractor's subcontractors in connection with the contract¹ are the following:


Firm	Principal	Ownership	Proposed Contract Amount*	Role
AG Environmental, PSC	Angel García, PE	100%	\$100,000	Environmental Subject Matter Expertise / Consulting Services
Architectural Studio, PSC	Arch. Brenda García Sosa	100%	\$100,000	Architectural and Engineering Consultants
JJRS Engineering, PSC	José J. Rivera Sanabria	100%	100,000	Architectural and Engineering Consultants
GRPR, LLC	Javier González Montañéz	100%	\$100,000	Legal/Insurance Subject Matter Expertise
Ledesma & Vargas, LLC	José L. Ledesma Vargas Rodríguez	40%	\$100,000	Economic Development & Project Finance Consulting
	Rebeca Vargas Ruiz	40%		
	José Rivera Longchamps	20%		
Unipro Architects and Engineers	Carlos A. Pérez, P.E.	33%	\$100,000	Environmental Subject Matter Expertise / Consulting Services
	José C. Mangual, P.E.	33%		
	José L. Figueroa, P.E.	33%		
	Unipro Architects and Engineers – 1% not assigned			
Northstar Management, LLC	SS LLC	100%	\$100,000	Outreach / Public Relations Consultation

	Principals: Antonio Luis Ferrer Rangel, Maria Luisa Ferrer Rangel, Carlos G. Martinez, Xavier Torres, Craig Lemasters, Carey Bongard, Jossi Fresco,			
--	---	--	--	--

*Preliminary estimates subject to change based on project needs.

2. Neither the contractor nor any of its owners², partners, directors, officials or employees, has agreed to share or give a percentage of the contractor's compensation under the contract to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution, or performance of the contract.
3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation, or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.
4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges, or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).
5. Neither the contractor, nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation, or execution of the contract, in contravention of applicable law.
6. Any incorrect, incomplete or false statement made by the contractor's representative as part of this certification shall cause the nullity of the proposed contract and the contractor must reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

I hereby certify under penalty of perjury that the foregoing is complete, true, and correct all the above on this 9 day of December 2022.

DocuSigned by:

904F8B635BAD47E...
Signature

December 9, 2022
Date

Keith Reynolds
Printed Name

Manager of Contract Administration
Position

¹ As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

² For purposes of this certification, a contractor's "owner" shall mean any person or entity with more than a ten percent (10%) ownership interest in the contractor.



ATTACHMENT H
NON-CONFLICT OF INTEREST CERTIFICATION
INNOVATIVE EMERGENCY MANAGEMENT, INC.

The CONTRACTOR certifies that:

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

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



Signature

November 21, 2022

Date

Keith Reynolds

Printed Name

Manager of Contract Administration

Position

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Feb 22, 2023 11:14 AST)













ITEM OVERSIGHT MANAGEMENT SERVICES AGREEMENT Part 1 of 2

Final Audit Report

2023-02-22

Created:	2023-02-21
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQbkKoCj2Fons9phkg1mutimjMT2MvMI_

"ITEM OVERSIGHT MANAGEMENT SERVICES AGREEMENT Part 1 of 2" History

-  Document created by Radames Comas Segarra (rcomas@vivienda.pr.gov)
2023-02-21 - 3:52:12 PM GMT
-  Document emailed to keith.reynolds@iem.com for signature
2023-02-21 - 3:55:13 PM GMT
-  Email viewed by keith.reynolds@iem.com
2023-02-21 - 4:00:50 PM GMT
-  Signer keith.reynolds@iem.com entered name at signing as Keith Reynolds
2023-02-21 - 4:12:58 PM GMT
-  Document e-signed by Keith Reynolds (keith.reynolds@iem.com)
Signature Date: 2023-02-21 - 4:13:00 PM GMT - Time Source: server
-  Document emailed to w.rodriguez@vivienda.pr.gov for signature
2023-02-21 - 4:13:02 PM GMT
-  Email viewed by w.rodriguez@vivienda.pr.gov
2023-02-22 - 3:07:12 PM GMT
-  Signer w.rodriguez@vivienda.pr.gov entered name at signing as William O. Rodríguez Rodríguez
2023-02-22 - 3:12:18 PM GMT
-  Document e-signed by William O. Rodríguez Rodríguez (w.rodriguez@vivienda.pr.gov)
Signature Date: 2023-02-22 - 3:12:20 PM GMT - Time Source: server
-  Agreement completed.
2023-02-22 - 3:12:20 PM GMT



Adobe Acrobat Sign











ITEM OVERSIGHT MANAGEMENT SERVICES AGREEMENT Part 2 of 2

Final Audit Report

2023-02-22

Created:	2023-02-21
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAARJ5meqGdZRDHuUCgoRmTJnCSS_DZvjID

"ITEM OVERSIGHT MANAGEMENT SERVICES AGREEMENT Part 2 of 2" History

-  Document created by Radames Comas Segarra (rcomas@vivienda.pr.gov)
2023-02-21 - 3:57:08 PM GMT
-  Document emailed to keith.reynolds@iem.com for signature
2023-02-21 - 3:58:27 PM GMT
-  Email viewed by keith.reynolds@iem.com
2023-02-21 - 4:02:13 PM GMT
-  Signer keith.reynolds@iem.com entered name at signing as Keith Reynolds
2023-02-21 - 4:14:59 PM GMT
-  Document e-signed by Keith Reynolds (keith.reynolds@iem.com)
Signature Date: 2023-02-21 - 4:15:01 PM GMT - Time Source: server
-  Document emailed to w.rodriquez@vivienda.pr.gov for signature
2023-02-21 - 4:15:02 PM GMT
-  Email viewed by w.rodriquez@vivienda.pr.gov
2023-02-22 - 3:12:25 PM GMT
-  Signer w.rodriquez@vivienda.pr.gov entered name at signing as William O. Rodríguez Rodríguez
2023-02-22 - 3:14:20 PM GMT
-  Document e-signed by William O. Rodríguez Rodríguez (w.rodriquez@vivienda.pr.gov)
Signature Date: 2023-02-22 - 3:14:22 PM GMT - Time Source: server
-  Agreement completed.
2023-02-22 - 3:14:22 PM GMT



Adobe Acrobat Sign