GOVERNMENT OF PUERTO RICO DEPARTMENT OF HOUSING

COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER RECOVERY (CDB AGREEMENT FOR REGISTERED **PROGRAM MANAGEMENT SERVICES** FOR THE COMMUNITY ENERGY AND WATER RESILIENCE INSTALLATION BROCHWAN BETWEEN THE PUERTO RICO DEPARTMENT OF HOUSING ONTRACT AD AND TIDAL BASIN CARIBE, LLC

THIS AGREEMENT FOR PROGRAM MANAGEMENT SERVICES, (hereinafter referred to as the "Agreement") is entered into in San Juan, Puerto Rico, this <u>29</u> of <u>Nevember</u>, 2021, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, "PRDOH"), a public agency created under Law No. 97 of June 10, 1972, as amended, 3 L.P.R.A. § 441 et seq., known as the Department of Housing Governing Act with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of San Juan, Puerto Rico, in his capacity as Secretary; and **TIDAL BASIN CARIBE**, LLC (hereinafter, the "CONTRACTOR"), with principal offices in 126 Business Park Drive, Utica, NY, 13502, herein represented by Esrone McDaniels, in his capacity as Vice President, of legal age, single, and resident of Pensacola, Florida duly authorized by Resolution by the CONTRACTOR.

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

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

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

WHEREAS, 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 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, the PRDOH is interested in contracting a program management services firm to assist PRDOH with the Community Energy and Water Resilience Installations Program (CEWRI Program). This firm will support PRDOH's objectives of ensuring compliance with all CDBG-DR, HUD and applicable federal and local requirements, rules and regulations, as well as in PRDOH's objectives of the Action Plan, as amended, and adequately coordinating and monitoring all CDBG-DR related activities.

WHEREAS, on January 7, 2021, the PRDOH issued the Request for Proposal "RFP-2021-01" with CDBG-DR funds. This request was placed through the "Registro Único de Subastas del Gobierno" ("RUS" for its Spanish acronym) and the CDBG-DR Program website. Afterwards, PRDOH requested Quotations or Proposals from qualified Proposers therein registered. Through this procurement process, PRDOH was able to reach ten (10) qualified firms listed for their capacity and experience with federal grants to deliver qualified services.

WHEREAS, on February 19, 2021, the CONTRACTOR submitted a proposal (hereinafter referred to as the "Proposal"), which fully complied with the requirements set forth by the PRDOH.

WHEREAS, Tidal Basin Caribe, LLC was chosen to perform the required services at a reasonable proposed cost to assist PRDOH in the Puerto Rico's recovery efforts according to the award criteria established in the RFP.

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

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

I. TYPE OF CONTRACT

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

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

Attachment A	Notice of Award						
Attachment B	Proposal						
Attachment C	Scope of Work						
Attachment D	Compensation Schedule						
Attachment E	Performance Requirements						
Attachment F	Insurance Requirements (DV-OSPA-78-5)						
Attachment G	HUD General Provisions						
Attachment H	Contractor Certification Requirement						

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

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 <u>November</u>, <u>28</u>, 20<u>24</u>
- **B.** Contract Extensions: PRDOH may, at its sole discretion, extend the Agreement's term for an additional term of twenty four (24) months, or expressed in days, seven hundred and thirty (730) days upon mutual written agreement of the parties.
- **C.** The term of this Agreement shall not exceed the lifetime of the initial Grant Agreement between PRDOH and HUD, unless the term of the initial Grant Agreement is extended by HUD, in which case the Agreement shall not exceed said extended period.

III. SCOPE OF SERVICES

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

IV. COMPENSATION AND PAYMENT

- A. The PRDOH agrees to pay the CONTRACTOR for allowable Services rendered under this Agreement in accordance with the rates and amounts described in Attachment D of this Agreement.
- B. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed SIXTEEN MILLION THREE HUNDRED TWENTY-FOUR THOUSAND THIRTY-NINE DOLLARS AND FIFTY-FOUR CENTS (\$16,324,039.54); <u>Account Number</u> R02H14HER-DOH-LM / R02H14HER-DOH-UN 6090-60-000.
- C. Such payment shall be compensation for all allowable services required, performed and accepted under this Agreement included in Attachment D and Attachment E.
- **D.** Any additional funds to complete the services requested by the PRDOH to the CONTRACTOR will be subject to evaluation before acceptance as well as funds availability and will require an amendment to this Agreement.
- E. The CONTRACTOR shall submit an invoice to PRDOH on a monthly basis. Said invoice must be submitted including all required invoice supporting documents, including but not limited to monthly reports, timesheets, invoice and photos evidence, expense plan and/or work projections. If PRDOH determines that the

submitted invoice and supporting documents are acceptable, then the invoice will be approved for payment.

- F. The services rendered under the Agreement, shall be payable within thirty (30) 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 thirty (30) 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 grant. If the CONTRACTOR performs ineligible activities under the CDBG-DR grant or program, the CONTRACTOR cannot include them in the invoice for payment to the CONTRACTOR.
- 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 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 closeout of the grant to the state, or the period required by other local applicable laws and regulations.

VIII.DOCUMENTATION AND RECORKEEPING

- **Records to be Maintained:** The CONTRACTOR shall maintain records of the state and units of general local government, including supporting documentation, which shall be retained for the greater of five (5) years from closeout of the grant to the state, or the period required by other local applicable laws and regulations. Such records include but are not limited to: Records providing a full description of each activity undertaken; Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR program; Records required to determine the eligibility of activities; Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-DR assistance; Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG-DR program regulations; Financial records as required by 24 C.F.R. § 570.502, and 2 C.F.R. part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and other records necessary to document compliance with this agreement, any other applicable Federal statutes and regulations, and the terms and conditions of PRDOH's Federal award.
- **B.** Access to Records: The CONTRACTOR shall permit the PRDOH and auditors to have access to the CONTRACTOR's records and financial statements as necessary for the PRDOH to meet its audit requirements under the Federal award.
- C. Record Retention and Transmission of Records to the PRDOH: Prior to close out of this Agreement, the CONTRACTOR must transmit to the PRDOH records sufficient for the PRDOH to demonstrate that all costs under this Agreement met the requirements of the Federal award.
- D. CONTRACTOR's Data and Privileged Information: The CONTRACTOR is required to maintain confidential data demonstrating client eligibility for activities provided

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

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

IX. ACCESS TO RECORDS

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

X. NON-DISCLOSURE AND CONFIDENTIALITY

- A. Confidential Information; Definition: The term Confidential Information as used throughout this Section, means any information concerning PRDOH operations and that of its CONTRACTOR (e.g., the projects, computer processing systems, object and source codes and other PRDOH business and financial affairs). The term Confidential Information shall also deem to include all notes, analysis, compilation, studies and interpretation or other documents prepared by CONTRACTOR, its agents or representatives, in connection with PRDOH operations.
- **B.** Non-Disclosure: CONTRACTOR agrees to take all reasonable steps or measures to keep confidential all Confidential Information and will not, at any time, present or future, without PRDOH express written authorization, signed by the Secretary of the PRDOH, use or sell, market or disclose any Confidential Information to any third party, contractor, corporation, or association for any purpose whatsoever. CONTRACTOR further agrees that, except as they relate to the normal course of the service, the CONTRACTOR will not make copies of the Confidential Information except upon PRDOH express written authorization, signed by an authorized representative of PRDOH, and will not remove any copy or sample of Confidential Information without prior written authorization from PRDOH. CONTRACTOR retains the right to control its work papers subject to these confidentiality provisions.
- **C. Return Documents**: Upon receipt of written request from the PRDOH, CONTRACTOR will return to PRDOH all copies or samples of Confidential Information which, at the time of the notice are in CONTRACTOR's or its agent's possession. CONTRACTOR reserves the right to retain a set of its work papers.
- **D.** Equitable Relief: The CONTRACTOR acknowledges and agrees that a breach of the provision of subparagraph B and C of this Section will cause PRDOH to suffer irreparable damage that could not be remedied or compensated adequately only by mere monetary retribution. The CONTRACTOR further agrees that money damages may not be a sufficient remedy for any breach of this Section. Accordingly, the CONTRACTOR agrees that PRDOH shall have the right to seek injunctive relief and the specific performance of the provisions of this Section to enjoin a breach or



attempted breach of the provision hereof, such right being in addition to any and all other rights and remedies that are available to PRDOH by law, equity, or otherwise.

XI. PERFORMANCE WARRANTY

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

XII. TERMINATION

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

services rendered up to and including the effective date of termination. PRDOH shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.

- **C.** Termination by Unilateral Abandonment: The PRDOH will consider this Agreement immediately terminated, in the event that the CONTRACTOR unilaterally and without prior notice, chooses to abandon (in any shape, form or fashion) cease and desist in the specific performance of its general and particular duties and responsibilities as agreed in this Agreement. Upon the knowledge of such event, the PRDOH will not be held liable and will immediately, automatically and retroactively deduct from any future reimbursement, all funds from the day such unilateral abandonment took place. The PRDOH will not be compelled to continue the performance of the Agreement, should the CONTRACTOR breach the Agreement by unilateral abandonment. For the purposes of this Section, Abandonment shall mean that CONTRACTOR voluntarily and intentionally disavows its contractual duties in a manner that is overt and without question a relinquishment of said contractual duties.
- **D. Unilateral Termination**: The PRDOH may terminate this Agreement, in whole or in part, at PRDOH's sole discretion, with or without cause, at any time. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a **thirty (30) calendar day** notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination.
- E. Suspension: The PRDOH may suspend this Agreement in whole or in part at any time for the PRDOH's convenience. The PRDOH shall give the CONTRACTOR five (5) 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 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

- 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 actions against the CONTRACTOR for any default in accordance with Attachment C and Attachment E and this Section. Refer to all required provisions set forth at 2 C.F.R. § 200.326 and 24 C.F.R. § 570.489(g), and the CDBG-DR Procurement Manual and Contract Requirements, Art. XII, Section 2(a.), as found in the CDBG-DR Website (www.cdbg-dr.pr.gov) which is herein included and made integral part of this Agreement, as it may be updated from time to time.
- 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, \$200.00 for each calendar day that any task deliverable required is late until deemed in compliance subject to a maximum of \$2,000.00 established in this Contract between PRDOH and the CONTRACTOR, in accordance with Attachments C and Attachment E. Said sum, in view of the difficulty of accurately ascertaining the loss which PRDOH will suffer by reason of delay in the completion of the Work hereunder, is hereby fixed and agreed as the liquidated damages that PRDOH will suffer by reason of such delay. Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the PRDOH's right to indemnification, or the CONTRACTOR's obligation to indemnify the PRDOH pursuant to this Contract, or to any other remedy provided for in this Contract or by Law. Liquidated damages may be assessed at the sole discretion of PRDOH. For the purpose of applying and calculating such liquidated damages, a grace period of 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 PRDOH's requirements as set forth in OSPA-78-5, attached hereto and made an integral part hereof as **Attachment F**. 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 F** and any other evidence PRDOH may request as to the policies' full force and effect.

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

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

B. Endorsements

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

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

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

C. Related Requirements

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

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

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

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

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

XVI. HOLD HARMLESS

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

XVII. FORCE MAJEURE

In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, 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; orb) The CONTRACTOR's objectivity in performing the contract work may be impaired.

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

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

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

XIX. INDEPENDENT CONTRACTOR

The relationship of the CONTRACTOR to PRDOH shall be that of an independent CONTRACTOR rendering professional services. Neither the CONTRACTOR nor any personnel of the CONTRACTOR shall have any authority to execute contracts or make commitments on behalf of PRDOH. Nothing contained herein shall be deemed to create the relationship of employer/employee, principal/agent, joint venture or partner between the CONTRACTOR and PRDOH. Further, the CONTRACTOR recognizes that in view of its status as an independent CONTRACTOR, neither it nor its employees or



subcontractors will be entitled to participate in or receive any fringe benefits normally granted to PRDOH employees under such programs, including, but not limited to, worker's compensation, voluntary disability, travel accident insurance, medical/dental insurance, life insurance, long-term disability, holiday pay, sick pay, salary continuation pay, leaves of absence (paid or unpaid), pension plan and savings plan.

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



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

To: PRDOH

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:

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

Esrone McDaniels Vice President Tidal Basin Caribe, LLC 126 Business Park Drive Utica, NY 13502

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 G (HUD General Provisions), as well as applicable provisions set forth in 2 C.F.R. § 200.101. The PRDOH shall review subcontracts as part of the compliance, monitoring, and oversight process performed by PRDOH or upon request.
- **B.** Specific Requirements: All subcontracts shall contain provisions specifying:
 - i. That the work performed by the subcontractor be in accordance with the applicable terms of this Agreement between the PRDOH and CONTRACTOR;
 - ii. That nothing contained in such subcontract agreement shall impair the rights of the PRDOH;
 - iii. That nothing contained herein, or under this Agreement will create any contractual relation between the subcontractor and the PRDOH;
 - iv. That the subcontractor specifically agrees to be bound by the confidentiality provision regarding Personal Identifiable Information set forth in this Agreement;
 - v. That CONTRACTOR will be responsible for ensuring all subcontract work is performed consistent with federal and state regulations and/or policies to be eligible for reimbursement of the approved work; and
 - vi. All Federal flow down provisions are included in the subcontract agreement per Federal guidelines.
- **C. Monitoring:** CONTRACTOR shall diligently monitor all subcontracted services. If CONTRACTOR discovers any areas of noncompliance, CONTRACTOR shall provide the PRDOH summarized written reports supported with documented evidence of corrective action.
- **D.** Content: CONTRACTOR shall cause all the applicable provisions of this Agreement to be included in, and made a part of, any subcontract executed in the performance of this Agreement.
- E. Notification: CONTRACTOR shall notify and provide a copy of any and all subcontracts related to this Agreement and CDBG-DR funds to the Contract Administration Area of the PRDOH CDBG-DR 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 G** (HUD General Provisions), **Attachment H** (Contractor Certification Requirement) and the following provisions:

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

and/or to remain current with any repayment plan agreed to by the CONTRACTOR with the Government of Puerto Rico.

- **B.** Compliance with Executive Order 52: Pursuant to Executive Order 52 of August 28, 1992, amending EO-1991-24, the CONTRACTOR certifies and warrants that it has made all payments required for unemployment benefits, workmen's compensation and social security for chauffeurs, whichever is applicable, or that in lieu thereof, has subscribed a payment plan in connection with any such unpaid items and is in full compliance with the terms thereof. The CONTRACTOR accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each and every CONTRACTOR and subcontractor whose service the CONTRACTOR has secured in connection with the services to be rendered under this Agreement and shall forward evidence to PRDOH as to its compliance with this requirement.
- **C.** Social Security and Income Tax Retentions: The CONTRACTOR will be responsible for rendering and paying the Federal Social Security and Income Tax Contributions for any amount owed as a result of the income from this Agreement.
- **D.** Government of Puerto Rico Municipal Tax Collection Center (CRIM, for its Spanish acronym): The CONTRACTOR certifies and guarantees that at the signing of this Agreement it has no current debt with regards to property taxes that may be registered with the Government of Puerto Rico's Municipal Tax Collection Center. The CONTRACTOR further certifies to be current with the payment of any and all property taxes that are or were due to the Government of Puerto Rico. The CONTRACTOR shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONTRACTOR will deliver upon request any documentation requested under this clause as per request of PRDOH. During the Term of this Agreement, the CONTRACTOR with the Government of Puerto Rico with regards to its property taxes.
- E. Income Tax Withholding: The PRDOH shall retain the corresponding amount from all payments made to the CONTRACTOR, as required by the Puerto Rico Internal Revenue Code. The PRDOH will advance such withholdings to the Government of Puerto Rico's Treasury Department (known in Spanish as Departamento de Hacienda del Gobierno de Puerto Rico). The PRDOH will adjust such withholdings provided the CONTRACTOR produces satisfactory evidence of partial or total exemption from withholding.

- F. Compliance with Act No. 45 of April 18, 1935, as amended, 11 L.P.R.A. § 1, et seq.: The CONTRACTOR certifies and guarantees that at the signing of this Agreement has valid insurance issued by the State Insurance Fund Corporation (CFSE, for its Spanish Acronym), as established by Act No. 45, supra, known as the "Puerto Rico Workers' Accident Compensation Act".
- G. Government of Puerto Rico's Agency for the Collection of Child Support (ASUME, for *its Spanish acronym*): The CONTRACTOR certifies and guarantees that at the signing of this Agreement that the CONTRACTOR nor any of its Partners, if applicable, have any debt or outstanding debt collection legal procedures with regards to child support payments that may be registered with the Government of Puerto Rico's Child Support Administration. The CONTRACTOR hereby certifies that it is a limited liability company organized and existing in good standing under the laws of the Government of Puerto Rico. The CONTRACTOR shall present, to the satisfaction of PRDOH, the

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

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

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

- 4. The CONTRACTOR represents and guarantees that none of its employees, officials or agents have been convicted of a felony or misdemeanor as described in this sub-section. Moreover, the CONTRACTOR agrees to notify PRDOH should any employee, official, or agent is convicted of a felony or misdemeanor as described in this sub-section after the date of this Agreement. Said notice shall be made within **ten (10) business days** from the time of the conviction.
- **M. Other payments or compensation:** The CONTRACTOR certifies that it does not receive payment or compensation for regular services rendered as an official or public employee to another government entity, agency, public corporation or municipality, and knows the ethical standards of his profession and assumes responsibility for his actions.
- N. Consequences of Non-Compliance: The CONTRACTOR expressly agrees that the conditions outlined throughout this Section are essential requirements of this Agreement; thus, should any one of these representations, warrants, and certifications be incorrect, inaccurate or misleading, in whole or in part, there shall be sufficient cause for PRDOH to render this Agreement null and void and the CONTRACTOR reimburse to PRDOH all moneys received under this Agreement.

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

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

XXV. MEMORANDUM NO. 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 H** to this contract.

XXVI. 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 which contemplate non-recurring professional services or specialized professional services that may not be performed by existing staff at the applicable governmental entity, including as a result of independence requirements.

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

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

XXVII. 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 of falseness in such Certification will render the contract null and void and 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.

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XXVIII. 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 OE 2021-029.
- **B.** The Parties certify that they acknowledge the provisions stated in OE 2021-029 and CC 013-2021. Any failure to comply with the requirements set forth in OE 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. The CONTRACTOR 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.

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 and CDBG Program services. This includes without limitation, applicable Federal Registers; 2 C.F.R. part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Community Development Act of 1974; 24 C.F.R. part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. 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, CONTRACTOR shall comply, without limitation, those set forth in **Attachment G** and in compliance with all the requirements described in **Attachment H**.

XXX. CDBG-DR POLICIES AND PROCEDURES

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

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

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

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

H. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (46 U.S.C. § 5307) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and sub contracts shall be given to Indian organizations and Indian-owned

Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section7(b).

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

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

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

- A. -No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - B.--If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Forms-LLL, "Disclosureof Lobbying Activities," 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

A. -The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The CONTRACTOR will take affirmative action to ensure

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

- B.--The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C.-When applicable, the CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. -The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented by the rules, regulations, and relevant orders of the United States Secretary of Labor.
- E.--The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. --In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G.-The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (F) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may

request the United States to enter into such litigation to protect the interests of the United States.

XXXIV.CLEAN AIR ACT

- A. -The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B.--The CONTRACTOR agrees to report each violation to the PRDOH and understands and agrees that the PRDOH will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, HUD, and the appropriate Environmental Protection Agency Regional Office.
- C.-The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by HUD.

XXXV.SOLID WASTE DISPOSAL ACT

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

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

2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, 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.

XXXVI.WATER POLLUTION CONTROL ACT

- A.-The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, et seq.
- B.--The CONTRACTOR agrees to report each violation to the PRDOH and understands and agrees that the PRDOH will, in turn, report each violation as required to assure

PROGRAM MANAGEMENT SERVICES Between the PRDOH and TIDAL BASIN CARIBE, LLC under CDBG-DR Page 24 / 28

notification to the Government of Puerto Rico, HUD, and the appropriate Environmental Protection Agency Regional Office.

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

XXXVII. 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.

XXXVIII.SUSPENSION AND DEBARMENT

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

XXXIX. NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

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

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

XLI. BANKRUPTCY

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

XLII. ENTIRE AGREEMENT

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

XLIII. MODIFICATION OF AGREEMENT

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

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

XLIV. BINDING EFFECT

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

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

XLV. ASSIGNMENT OF RIGHTS

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

XLVI. NON-WAIVER

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

XLVII. ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement or if a conflict occurs between this Agreement and any Attachment, Appendix, Exhibit, or Schedule, unless otherwise

specifically stated in those documents, the order of precedence shall be: Federal laws, regulations, and policies applicable to this Agreement, this Contract and the HUD General Provisions (Attachment G), the Scope of Work (Attachment C), the Compensation Schedule (Attachment D), and lastly, the CONTRACTOR's proposal (Attachment B).

XLVIII. GOVERNING LAW JURISDICTION

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

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

A. Consolidation or Merger



In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for a consolidation or merger with another entity (private or public), by its discretion or otherwise, written notice of such decision or event shall be delivered to the PRDOH <u>at least</u> 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. <u>Change of Name</u>

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 <u>at least fifteen (15) business days</u> 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. <u>Dissolution</u>

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

L. HEADINGS

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

LI. FEDERAL FUNDING

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

LII. RECAPTURE OF FUNDS

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

LIII. OVERPAYMENT

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

LIV. 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.

LV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of whom shall be deemed to be an original, however, all of which together shall constitute one and



the same instrument. If the Agreement is not executed by the PRDOH within **thirty (30)** calendar days of execution by the other party, this Agreement shall be null and void.

LVI.SURVIVAL OF TERMS AND CONDITIONS

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

DEPARTMENT OF HOUSING

William Ó. Rodríguez Rodríguez, Esq., Secretary

TIDAL BASIN CARIBE, LLC

Esrone McDaniels Vice President DUNS No. 081241711



GOVERNMENT OF PUERTO RICO DEPARTMENT OF HOUSING

NOTICE OF AWARD

Puerto Rico Department of Housing Community Development Block Grant Disaster Recovery Request for Proposals Program Management Services for the Community Energy and Water Resilience Installation Program (CDBG-DR-RFP-2021-01)

September 23, 2021

Tidal Basin Caribe, LLC Esrone McDaniels 1236 Business Park Drive, Utica NY 13502-6302 Emcdaniels@tidalbasinrphc.com (703) 683-8551

Re: Request for Proposals No. CDBG-DR-RFP-2021-01 Program Management Services for the Community Energy and Water Resilience Installation Program

Dear Proposer,

On January 7, 2021, the Puerto Rico Department of Housing (**PRDOH**) issued the Request for Proposals No. CDBG-DR-RFP-2021-01 (**RFP**) for Program Management Services for the Community Energy and Water Resilience Installation Program (**CEWRI**). This RFP seeks to select one or more firms to provide Program Management Services for the Community Energy and Water Resilience Installation Program as related to programs under the CDBG-DR grant(s). The selected Proposer will be called upon to assist the PRDOH in the acquisition of timely, reliable, high quality Program Management Services for the CEWRI Program. The CEWRI program is intended to work with and complete existing Home Repair Reconstruction or Relocation Program (**R3**) eligible applications. The CEWRI Program will provide single-family homeowners energy and water efficiency improvements to promote resilience with the installation of PV systems with battery backup for critical loads and water storage system. The term of the Contract will be three (3) years with the option of annual extensions up to two (2) years.

The following is a summary of the Bid Board Resolution, notified on September 23, 2021 to the CDBG-DR Program Procurement Division, which is appended hereto and made an integral part of this Notice of Award. In the event of any discrepancy between the Bid Board Resolution and this Notice of Award, the Bid Board Resolution shall prevail. (**Exhibit I**)

Barbosa Avenue #606, Building Juan C. Cordero Dávila, Río Piedras, PR 00918 I P.O. Box 21365 San Juan, PR 00928-1365 Tel: (787)274-2527 I www.vivienda.pr.gov On September 21, 2021, the Bid Board of the Puerto Rico Department of Housing (**Board**) with quorum duly constituted, pursuant Article 2, Section 2.8, 1 of the Regulation No. 6106 of February 25, 2000, known as the Regulation for Bids of the Department of Housing and its Components (**Regulation 6106**), as amended and Article II, Section 2.1 (e) of the Procurement Manual for the CDBG-DR Program, Regulation No. 9205, of August 4, 2020, effective on September 5, 2020 (**Regulation 9205**), upon evaluation of the process for the Program Management CEWRI Program under the Proposal No. CDBG-DR-RFP-2021-01 (**RFP-2021-01**) and the Evaluation Committee Report dated April 29, 2021, **recommended to award the RFP to Tidal Basin Caribe, LLC. (Tidal Basin**), a responsible firm whose technical approach, qualifications, and price are most advantageous to the PRDOH and the cost provided is reasonable for the services.

The award will result in the execution of a contract to **Tidal Basin** to provide program management services to the CEWRI Program. This award would result in the execution a contract for a maximum amount that shall not exceed **\$16,324,039.54** for a term of three(3) years term with the option of annual extensions up to two (2) years. (Exhibit I)

The PRDOH received ten (10) proposals in response to RFP-2021-01:

- 1. CMS Engineering Services, PSC (CMS)
- 2. ICF Incorporated, LLC (ICF)
- 3. JPI Construction, LLC (JPI)
- 4. CIS International, LLC (CIS)
- 5. ALLCO, LLC (ALLCO)
- 6. Guidehouse Inc. (Guidehouse)
- 7. Innovative Emergency Management, Inc. (IEM)
- 8. Tidal Basin Caribe, LLC (Tidal Basin)
- 9. Stantec Engineering (Puerto Rico) PSC (Stantec)
- 10. Aptim Environmental & Infrastructure (Aptim)

The proposals were evaluated by an Evaluation Committee appointed by virtue of Administrative Order No. 21-01 dated January 19, 2021 (**AO-21-11**). The Evaluation Committee performed an evaluation of the proposals based on the criteria stated in the RFP-2021-01. The following criteria were considered as part of the evaluation:

- Mandatory Requirements (Pass/Fail) (Section 6.1 of the RFP)
- Qualifications Requirements (40 points) (Section 6.2. of the RFP)
- Work Approach (60 points) (Section 6.3. of the RFP)
- Cost Proposal (35 points) (Section 8 of the RFP)

Notice of Award Request for Proposals No. CDBG-DR-RFP-2021-01 Program Management Services for the Community Energy and Water Resilience Installation Community Development Block Grant-Disaster Recovery (CDBG-DR) Page 3 of 5

 Preferences of 5 points Section 3 Business Concern/MWBE (5 points each) (Section 7 of the RFP)

The initial evaluation considered the Mandatory Requirements of the proposals stated in Section 6.1 of the RFP-2021-01, including the Financial Requirements. The proposers that complied with these requirements were evaluated for Qualifications and Work Approach requirements. Once the technical evaluation was completed, the Evaluation Committee assessed the Cost Proposals submitted by the qualified proposers. In order for the proposers to be considered "Qualified", their proposals needed to obtain a score greater than or equal to 70 points in the evaluation of their Qualifications and Work Approach requirements. Seven proposers; ICF, JPI, CIS, ALLCO, Guidehouse, IEM and Tidal Basin, were considered as "Qualified" for the services. A summary of the results of the evaluation of each proposal is shown in Table 1 below:

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PROPOSER	MAN. REQ. PTS.	QUAL. REQ. PTS.	WORK APP.	PREFEI		OVERAL L TECH POINTS	QUALIFIED	OVERALL PROPOSAL COST	COST PROP. POINTS	total Points
CMS Engineering Services, PSC	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A
ICF Incorporated, LLC	Yes	38	60	0	0	98	Yes	\$20,858,291.60	10.34	108.4
JPI Construction, LLC	Yes	40	60	0	0	100	Yes	\$14,839,161.12	14.53	114.53
CIS International, LLC	Yes	39	<u>19710) (188-14</u> 60	0	0	99	Yes	\$6,162,004.00	35	134
ALLCO LLC	Yes	38	60	0	0	98	Yes	\$23,663,156.80	9.11	107.11
Guidehouse INC.	Yes	38	48	5	5	96	Yes	\$20,580,021.56	10.48	106.48
Innovative Emergency Management, Inc	Yes	37	60	0	5	102	Yes	\$27,852,059.04	7.74	109.74
Tidal Basin Caribe, LLC	Yes	39	60	0	0	99	Yes	\$25,452,007.24	8.47	107.47
Stantec Engineering (Puerto Rico) PSC	No	N/A	N/A	N/A	N/A	N/A	NA	N/A	NZA	N/A
Aptim Enviromental & Insfrastructure	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Table 1: Proposal Evaluation Summary

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On June 2, 2021, the Procurement Division sent negotiation letters to all "Qualified Proposers" to be received by June 8, 2021. After the Qualified Proposers submitted their BAFOs, each Qualified Proposer's Cost Proposal Points were revised according to the formula established in Section 9.3 of the RFP, to obtain the Total Proposal Points. For this analysis, the Procurement Division considered the revised Cost Proposals submitted under

the original terms of the RFP. Table 2 includes the revised Cost Proposals Points and Total Proposal Points for qualified proposers.

	PROPOSER	TOTAL TECHNICAL POINTS	OVERALL PROPOSAL COST	REVISED COST PROPOSAL POINTS	TOTAL PROPOSAL POINTS
1.	CIS International, LLC	99	\$5,948,120.00	35	134
2.	Tidal Basin Caribe, LLC	99	\$16,324,039.54	12.75	111.75
3.	Innovative Emergency Management, Inc.	102	\$22,350,055.52	9.31	111.31
4.	JPI Construction, LLC	100	\$19,986,943.04	10.42	110.42
5.	Guidehouse Inc.	96	\$17,465,798.18	11.92	107.92
6.	ICF Incorporated, LLC	98	\$21,294,795.76	9.78	107.78
7.	ALLCO LLC	98	\$22,503,904.40	9.25	107.25

Table 2: Revised Cost Proposal, revised Cost Proposal Points and Total Proposal Points



In accordance with Section 2 of the RFP-2021-01, the PRDOH reserved the right to contract one or more firms as a result of the selection of qualified proposers. The award(s) shall be made to the responsible firm(s) whose technical approach to the project, qualifications, price and/or any other factors considered, are most advantageous to the PRDOH provided that the cost or price is reasonable under the methods identified in the Procurement Manual.

On August 6, 2021, the Procurement Division recommended the Bid Board to award a contract to Tidal Basin. However, on August 13, 2021, the Bid Board issued an Accord in which they "determined to return the referenced matter to the CDBG-DR Procurement Division, in order that proposer CIS International, LLC be evaluated, as part of CDBG-DR-RFP-2021-01, since this Bid Board was not satisfied with the reasons stated for its disqualification, as indicated in the Recommendation for Award dated August 6, 2021.

Consequently, on August 24, 2021, the Procurement Division requested the Housing Programmatic Area to further analyze their previous memorandum and elaborate on their evaluation of CIS's proposal and costs in connection with the tasks at hand. On August 27, 2021, the Housing Programmatic Area submitted a more detailed and elaborated memorandum dated July 8, 2021.

Given the information detailed in such memo, the programmatic area was concerned about the Cost Proposal presented by CIS, since it dismisses costs related to significant operating procedures critical to program execution. Taking into consideration that the costs included on the ICE are directly related to each and every task included in the scope of work, the Program believes that the Proposal Costs of CIS do not convey a full and clear understanding of the purpose and needs described in said scope of work.

In conclusion, the Procurement Division stated that the award shall be made to the responsible firms whose technical approach to the project, qualifications, price and/or any other factors considered, are most advantageous to the PRDOH, provided that the cost is reasonable under the methods identified in Regulation 9205. Pursuant to the terms of the RFP, the Evaluation Committee's recommendation, the evaluation of the revised Cost Proposal submitted, and after the determination of the reasonableness of the price, the Procurement Division recommended to reject CIS's proposal and the award to be issued to Tidal Basin Caribe, LLC.

Given the above, the Evaluation Committee's recommendation for negotiation, the BAFO's received, the Programmatic Area and Toscano Cost Consultant assistance, the Housing Programmatic Area and Procurement Division's recommendations, and pursuant to the terms and conditions of the RFP, the Bid Baord awards RFP-2021-01 to **Tidal Basin Caribe**, LLC under the terms established in the Bid Board Resolution.

The list of proposers, which is attached hereto and made an integral part hereof as **Exhibit** II, details the names, addresses, and contact information of all proposers that submitted a proposal in response to RFP-2021-01.

Any person, party or entity that considers itself having been adversely affected by an award determination of the Board made under the provisions of the Regulation 9205, may file a petition for reconsideration with the Bid Review Board (Request for Reconsideration) within twenty (20) days from the date on which a copy of the Notice of Award was duly notified in accordance with Section 3.19 of Act 38-2017, Uniform Administrative Procedures Act of the Government of Puerto Rico. Simultaneously, with the filing of the Request for Reconsideration, said person, party or entity shall submit a copy of the Request for Reconsideration to all the parties in the process and to the PRDOH. Alternatively, a petition for review may be filed before the Court of Appeals of Puerto Rico.

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

motion will be deemed denied as of right, and the term to file a request for judicial review will begin to run as of the date thereof, as provided in Section 3.19 of Act 38-2017.

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

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

The mere presentation of a Request for Reconsideration will not have the effect of halting the contested award. This Notice of Award does not represent a contract or constitute a contractual relationship between the PRDOH and your firm.

Sincerely,

Melissa Almodóvar Suárez, Esq.

Interim Procurement Division Director CDBG-DR Program

Attachments

cc:

Mr. Ricardo Vázquez Morales, CPA, Chairman Mr. Jose M. Urrutia Vélez, Esq. Eng. Germán Acevedo Miranda, PE Mrs. Nesherlee Soldevila Guzmán Mrs. Adalgisa Polanco Reyes, Secretary

I hereby certify that this Notice of Award was delivered to all proposers listed in Exhibit II. Receipt Number: 7019 1640 0001 1241 9802







6.3 WORK APPROACH

6.3.1 UNDERSTANDING OF THE IMPLEMENTATION OF THE CDBG-DR COMMUNITY ENERGY AND WATER RESILIENCE INSTALLATION PROGRAM



COMMUNITY ENERGY AND WATER RESILIENCE INSTALLATIONS PROGRAM (CEWRI) is designed to address energy and water system vulnerabilities throughout Puerto Rico. It includes micro-utility solutions in households and business incubators. The program offers long-term savings, ensures safe access to electricity and water during events that affect the electric grid, and overcomes accessibility hurdles for families in isolated communities. The program targets low- to moderate-income Puerto Ricans and enhances regional mitigation strategies to invest in redundancy, fossil fuel alternatives, and utility independence.

The CEWRI program provides solar, photovoltaic, and water supply installations to eligible applicants being rehabilitated, reconstructed, or a new construction under the R3 Program, Social Interest Housing (SIH) Program, and the Small Business Incubators and Accelerators (SBIA) Program.



FIGURE 6: CDBG-DR Programs



Eligible applicants that have received an award from the above programs are potentially eligible for the CEWRI Program. Since each of these programs are currently being implemented, our Program Managers expect that some **applicants will be ready to be funneled through the CEWRI intake process on day one.** We also understand that, although each of these programs addresses high priority populations, the R3 Program is the most mature and will potentially have the greatest number of applicants ready to proceed, followed by the SBIA and SIH Programs.

APPLICANT PHASING AND COMPLIMENTARY PROGRAM COORDINATION

Given that power outages, maintenance challenges, aging infrastructure, and energy vulnerabilities vary by region and community, the Tidal Basin Team proposes conducting the program pipeline through a phased approach. A geographic information analysis will identify communities of eligible applicants based on the known pools from R3, SIH, and SBIA whom suffer the greatest energy and water vulnerabilities. Our **Municipal Task Force comprised of our Program manager, operations manager, and outreach lead will coordinate with PRDOH and local leaders to prioritize the most vulnerable areas for program launch and create a program service calendar**.



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To efficiently manage the various components of the CEWRI Program, it is imperative that the first weeks are focused on determining the pool of applicants that have been awarded under the R3, SBIA and SIH Programs. Although we understand that the SBIA and SIH Programs are in their infancy stages, it is essential to ascertain the current

status of each beneficiary so that our team can adequately forecast the timing of when applicants may be awarded under those programs and potentially become applicants under the CEWRI Program.



We anticipate that the SBIA program will closely follow the R3 program. The SBIA program provides the funding for the creation or rehabilitation of business incubators and accelerators to promote growth and success of businesses. Since applications were submitted to the program in Summer of 2020; some awards have already been granted and the remaining will be made this year. The CEWRI program can integrate

into the launch and initial scopes of work for each eligible applicant, reducing the number of visits required for document collection and expediting the pre-construction timeline.



The final applicant pool consists of grantees under the Special Interest Housing (SIH) program, an initiative to expand existing housing stock for vulnerable individuals and bring existing housing to decent, safe, and sanitary conditions. The CEWRI program synchronizes efforts to bring properties into compliance with all applicable

construction codes and health and safety standards in disaster impacted areas. Applications were submitted in the Spring of 2020 and awards will be made in February 2021. Accordingly, CEWRI Program integrates into the launch and initial Scopes of work for each eligible project like the SBIA program.

We are confident that our team can launch the CEWRI program seamlessly alongside existing recovery operations. Tidal Basin has invested in partnerships with local solar energy experts because we believe the transition to energy independence is a unique opportunity to support economic development of small businesses in the energy sector. Our firm looks forward to further collaboration with PRDOH to expand its suite of recovery activities and strengthen energy and water security as community lifelines.

Figure 7 This workflow highlights the program pathway for each case from intake to close-out.







FIGURE 7: Case Workflow





6.3.2 MANAGEMENT OF ALL SUBTASKS AND DELIVERABLES

WRI PROGRAM MANAGEMENT SERVICES TASKS	
Task 0: GENERAL PROGRAM MANAGEMENT AND ADMINISTRATION	
Task 1: COMPLETE APPLICATIONS AND PRE-INSTALLATION ASSESSMENT REVIEW	<u></u>
Task 2: SCOPE OF WORK REVIEW AND PROGRAM AWARD COORDINATION	
Task 3: FINAL INSPECTION, PAYMENT REQUESTS & CLOSEOUT	F.
PACEWE 220 2	

CASE TIMELINE

Task 0: Generation	al Program Management and Administ	ration	
0	13 Days	15 Days	15 Days
Task 1	Design Task 2	Task 3	
I	INSTALLATION CONTRACTOR	INSTALLATION	PRCEWR_210_12

The timeline is developed to show the timeframe for completion of each task and sub-task for a single R3 case as it moves through the CEWRI program pipeline.

- Task 0: General Program Management and Administration activities will span the duration of the CEWRI program.
- Tasks 1-3: Represents days and will be replicated thousands of times throughout the duration of the program.

We have developed a strategy for implementing the CEWRI program that makes certain we will meet the timeframes, as established, for each task. The program timeline will vary for the SIH and SBIA projects, which will be implemented in coordination with design, environmental, and construction activities specific to each award; however completion of each sub-task will completed within the required timeframe once it is engaged.



TASK 0 GENERAL PROGRAM MANAGEMENT AND ADMINISTRATION

SUBTASK 0.1 OPERATIONAL SUPPORT

The team leverages our experience implementing R3 to provide operational support that integrates policies and procedures followed by PRDOH, other PMs, and the solar PV and water installation contractors.

DELIVERABLES



 Program policies and procedures

OPERATIONAL SUPPORT INFRASTRUCTURE

A key component of our operational support infrastructure is our proprietary software already being used on the R3 program; a secure web-based document management system that maintains program documents, workflows, performance data, and conducts contract administration activities. The system allows our team to run reports, identify, and mitigate risks, and target areas for potential monitoring and additional quality controls. On the CEWRI program, our software will allow for timely performance and metrics reporting across all beneficiary streams.

PERFORMANCE MONITORING PROTOCOLS

We develop performance and compliance monitoring protocols to respond quickly to gaps in service provision, equipment tracking, or documentation storage. Our proprietary software assists in running reports and capturing data to track operations and identify deficiencies before they arise. The data driven approach reduces risk exposure proactively and allow our program managers to revise policies and procedures on a continual basis, to meet program needs.

TIMEFRAME: DURATION OF PROJECT



SUBTASK 0.2 PROJECT MANAGEMENT

The Tidal Basin project management team maintains overall project performance and compliance. We will establish project performance benchmarks for all three beneficiary streams. We track program schedules, budgets, and other metrics to make sure that the PM team and installation contractors meet or exceed performance goals.

DELIVERABLES

- Program timelines, goals, metrics, and deliverables
- Project performance and budget reports

Project reporting is a critical function of program management. Status reports give a snapshot into program performance at any given point in time and at critical milestones within process. They also help to identify performance and process issues that can be used to detect efficiencies and inefficiencies within the process. Additionally, data can be used to formulate policy changes that may be necessary throughout the duration of the program. Our team will have dedicated staff that will holster the reporting pieces of the process.

TIMEFRAME: DURATION OF PROJECT

SUBTASK 0.3 CONSTRUCTION AND STATUTORY COMPLIANCE

As it relates to construction and statutory compliance, our team will work closely with the PRDOH to develop progress inspection protocols and performance metrics for the contractors. These protocols and metrics will be designed to hold contractors accountable based upon capacity, workmanship, and speed.

DELIVERABLES

- Approved change orders
- On-site monitoring reports



Tidal Basin has partnered with local experts at the forefront of bringing solar energy and water security to areas of need in Puerto Rico and other areas of Latin America. Our approach to construction is informed by deep technical expertise of necessary permitting, warranty provisions, niche building materials, and standard pricing. Our team of licensed environmental specialists and certified engineers will distill best practices for compliance with the National Electrical Code, the Puerto Rico Building Code (2018) and requirements into our operating procedures.



Construction compliance will begin with a front-end design review by our engineering team comprised of certified civil, structural, and electrical engineers. Materials will be reviewed in initial design phase to ensure compatibility and workmanship that maximizes system performance, passes permitting inspections, and complies with warranty restrictions. We anticipate that the solar energy systems serving applicants from the R3 program will support a 3-4 kWh critical load and commercial systems serving the SBIA and SIH program applicants may be as high as a 40 kWh.

APPROVED MATERIALS FOR INSTALLATION INCLUDE, BUT ARE NOT LIMITED TO:



Our robust quality assurance controls begin in the initial scoping stages and allow for early planning of onsite monitoring interviews and identification of higher risk properties based on the complexity of the site conditions. Our team identifies performance standards for both the manufacturers and installation contractors to measure the quality of the installation, workmanship, code compliance, and system performance.

TIMEFRAME: DURATION OF PROJECT

SUB-TASK 0.4 DOCUMENT CONTROL AND MANAGEMENT

Our key personnel will work directly with PRDOH and designated contractors to ensure that a streamlined document management and control system is in place to accommodate program information for each of the three beneficiary streams. Additionally, our team uses our proprietary software to manage records and interface with Canopy at key points in our workflow,

DELIVERABLES

 Protocols and procedures for physical file management

including environmental review, final inspections, and closeout. The interface between systems will be secure and closely align with the current system developed for the R3 program. We will utilize standardized document management protocol to maintain standard operating procedures, training information, program templates and checklists, outreach materials, and compliance documentation on a secure SharePoint or Smartsheet system.



FIGURE 8: Sample Project Dashboard

Dashboard

Last data import about 3 hours ago



Tidal Basin has facilities on the island ready to serve as secure storage for physical documents. Documents collected by our field staff will be scanned into a system of record with portable equipment and original copies will be destroyed in accordance with best practices. Hard copy documents will be delivered to a centralized secure location and we will utilize the same chain of custody and physical file protocol that we use with the R3 program. In addition, all Tidal Basin project staff are trained in the management of Personal Identifying Information (PII) through the Department of Homeland Security and are routinely retrained on project specific protocols.

TIMEFRAME: DURATION OF PROJECT





SUB-TASK 0.5 ACCOUNTING AND REPORTING

We will establish a finance and accounting team whose primary responsibilities will include tracking project expenditures, reconciling contractor invoices, performing reviews of requests for payments, managing escrow accounts as applicable on behalf of PRDOH, and also managing and monitoring the internal inventory to prevent fraud, waste and abuse. The finance staff will also review other costs using the "cost reasonable" standard prescribed by HUD.

DELIVERABLES

- Status reports
- Project progress reports, as requested



Our accounting system will delineate and reconcile all federal funds, payments from insurance companies, any returned funds, and program income. We anticipate that many of the beneficiaries we served through the R3 program will be eligible for the CEWRI program. A duplication of benefits analysis will be an integral part of eligibility and awards coordination and any updates to applicant award gaps will be integrated into systems of accounting.

Our team will conduct verification of applicant benefits p to identify and prevent DOBs. If duplicative benefits are identified, our staff will support and direct the applicant to provide the funds to be deposited into a PRDOH-held account, through the subrogation process, that are applied toward the CEWRI scope.

TIMEFRAME: DURATION OF PROJECT

SUB-TASK 0.6 APPLICANT RELATIONS

Coordinated, robust, strategic outreach and applicant relations is the foundation for our delivery of services. The team will maintain a locally based call center for the duration of the program that is available to the applicant to answer general questions about the program's application process and provide rapid intake services for R3, SIH, SBIA program participants. We guide applicants through the online submission of

DELIVERABLES

- Documentation of all outreach activities in the System of Record
- Customer Satisfaction Analyses

additional documents required for eligibility determination and provide status updates when requested.



MUNICIPAL TASK FORCE

Our outreach and operations team will utilize a Municipal Task Force to implement program activities in a manner that maximizes program priorities. The Municipal Task Force coordinates with the PR Planning Board to use GIS mapping software to identify communities most vulnerable to power outages and water supply issues. We will use datasets that map vulnerabilities, risks, frequency and duration of power outages, and isolated communities to



generate a comprehensive risk map. The community vulnerability analysis will overlay beneficiary locations from the R3, SBIA, and SIH participant databases to identify the most at-risk communities within our applicant pool.

The Municipal Task Force will use this analysis in coordination with PRDOH and local leaders to create a service calendar, providing the dates that our program is conducting intake, eligibility, and installations in communities within our territory. We will work along with the local leaders to conduct outreach and identify public locations for fully accessible temporary intake and award sites.

The service calendars for Tasks 1 and 2 are developed to be adaptive to account for new projects as they come online in communities throughout our territory.

Our outreach efforts include creating direct mail campaigns, public service announcements in community publications or other appropriate mediums, as well as direct outreach to community and municipal leaders via our Municipal Task Force. The Task Force will work directly with the community and municipal leaders in our priority and targeted communities to maximize effectiveness of outreach and intake activities.

TIMEFRAME: Duration of Program



TASK 1 COMPLETE APPLICATIONS AND PRE-INSTALLATION ASSESSMENTS REVIEW

Q	3	6	10 T	13 T
Task 1: Complete	Applications and Pre-Insta	allation Assessment Review*		
1.1 Intake	1.2 Eligibility			
	1.2.1 Applicant eligibility	1.2.2 Dwelling eligibility		
* All timeframes are in day	/S	Installer pre-assessment inspection and report	Pre-assessment report review and approval	

TASK 1.1 INTAKE

Our team will follow the Service Calendar established by the Municipal Task Force and local leaders to develop a phased approach to intake. We will target intake in specific communities to establish a program pipeline that brings services initially to the communities most in need. Case managers will be cross trained on the requirements for each program stream – R3, SIH, and SBIA and can serve multiple applicants during the same time period.

SERVICE CALENDAR

The service calendar will define the successive timeframes that our team will be targeting intake and award coordination in communities with the greatest electrical grid and water security vulnerabilities. The service calendar will drive the program pipeline.

R3 PROGRAM

Rather than open intake to the entire R3 beneficiary population simultaneously, our team will begin CEWRI intake focused on specific geographic areas identified to be at greatest risk. Eligible applicants are R3 program



DELIVERABLES

- Application packages, including all required documentation
- Subrogation agreements

EXAMPLE SERVICE CALENDAR



participants who have previously been determined eligible for and received an R3 program award.

Intake and documentation collection will be conducted via an on-line portal, via phone (when possible), and we will work with local municipal leaders to set up temporary, fully accessible intake centers. We will coordinate with the municipal and community leaders on robust outreach to maximize the number of local applicants we can serve at the temporary collection sites however we will emphasize intake via phone or the on-line portal. Intake will be open to all R3 participants, however, movement forward into the eligibility phase may be contingent on the stage of project completion for each property.

Intake Activities (include, but are not limited to):

- Recording applicant intent to participate in program
- > Verify accuracy of information in Canopy
- > Update demographic information
- Update household income

SOCIAL INTEREST HOUSING (SIH) PROGRAM AND SMALL BUSINESS INCUBATORS AND ACCELERATORS (SBIA) PROGRAM



pr

Intake for SIH and SBIA activities is conducted in coordination with the Program Managers for each Program. Each of the programs are in the process of making award determinations with a goal to award all program funds to sub-recipients in 2021.



We will provide outreach materials to the Program Managers to orient the program awardees to the CEWRI opportunity and receive program references from the PMs for intake into the CEWRI program. Like R3, the intake process will be rapid and primarily conducted remotely.

When required, our case managers are available to conduct document intake and provide orientation at the SIH and SBIA intake centers, or on-site at the applicants' office.

TIMEFRAME:



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TASK 1.2 ELIGIBILITY

INITIAL ELIGIBILITY REVIEW

Case managers will verify benefits received and available to the applicant and determine if a Duplication of Benefits exists for applicants from all beneficiary streams. While conducting eligibility determinations and potential awards, we track expected awards/expenditures against the

DELIVERABLES

- Subrogation agreements
- Work orders for pre-installation assessment
- Eligibility and ineligibility letters

programmatic 90% LMI requirement to maintain compliance with National Objective requirements.

Eligibility Reviews Include (include, but are not limited to):

- > LMI applicant or beneficiary status
- > Ownership
- > Primary Residency (R3)
- > Previous R3, SBIA, or SIH award
- > Collect additional Duplication of Benefit information and any other required documentation

PRE-ASSESSMENT INSPECTIONS

The second phase of eligibility is the pre-assessment inspection, to determine the feasibility of the installation of a Solar PV system and water cistern and to capture existing environmental conditions.

Our schedulers will coordinate with the installation contractors to set up a date and time for an on-site assessment utilizing the Appointments Plus software. To facilitate rapid assessments and movement of cases through the pipeline, the assessments will be geographically clustered in alignment with the service calendar established by the Municipal Task Force.



Once the pre-assessment inspection is complete, a report is generated containing, at a minimum, the following information:

PRE-ASSESSMENT REPORT **Electric and Water** Solar Panel Location **Building Structure** Critical load of electric **Roof-Mounted** Local wind speeds • Age of roof covering and water systems Shade Study Life-saving device such Type of roof covering Building footprint Dimensions, pitch, and azimuth orientation Underlayment type and lap dimensions as oxygen tank support Roof condition assessment Safety or liability considerations Suitable Locations Verify code compliance of electric and Cleareance of power lines Inverter plumbing systems Ground-Mounted Conduit 17, Shade Study Battery Soil type / condition Racking Ground slope Water Cistern Distance to property lines Water Pump

Our team of engineers will review and approve the pre-assessment reports and the complete application package will be assembled and reviewed by our internal QA/QC staff, prior to submission to PRDOH for approval.

PRDOH APPROVAL

After eligibility review, DOB analysis and pre-assessment inspection reports are drafted, compiled, and Quality checked we will submit complete application packages to PRDOH along with our determination of eligibility for final determination.

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TIMEFRAME:	1.2 Eligibility			
	1.2.1 Applicant eligibility	1.2.2 Dwelling eligibility		
	* All timeframes are in days	Installer pre-assessment inspection and report	Pre-assessment report review and approval	



TASK 2 SCOPE OF WORK REVIEW AND PROGRAM AWARD COORDINATION

<u>Q</u>	8	12 15
Task 2: Scope of Work Review and Program A	Award Coordination*	
Review and Approve Scope of Work	PRDOH Approval	Award Meetings
* All timeframes are in days		



SCOPE OF WORK REVIEW AND DESIGN

It is the expectation that at the launch of the CEWRI program, an approved set of standard solar PV and water installation designs will be established that align with the specificities and requirements of approved materials. These designs will set the standards for the

DELIVERABLES

- Approved Case scope of work and project design
- Grant agreements

use of approved materials to make sure that installations are safe, operate at maximum efficiency, and meet material warranty requirements. These standard designs should also account for the likelihood of supply chain disruptions throughout the duration of the program. The standard designs create uniformity throughout the program and expedite design and design reviews, despite the modifications that will be necessary for each unique structure.

Our team of inspectors will review the designs submitted by the installation contractors for adherence to the pre-assessment report, code compliance, permitting, and feasibility. We will maintain close relationships with the installation contractors to facilitate communication and problems solving.

Our engineers are skilled at the installation of arrays at multiple scales and will utilize the same review process for R3, SIH, and SBIA programs.

Tidal Basin's partner firm, ITBS and Integra will perform the QA/QC each scope of work and design package and submit to PRDOH for approval.





FIGURE 9: Identifies the 63 municipalities in which Tidal Basin teaming partner, IBTS conducted assessments as well as locations of our other projects



SIH/SBIA

Installations at commercial and multifamily buildings are a larger scale than those in the R3 program. The scope of work will be more customized to account for differences in critical load and size of battery storage. The installation may trigger additional regulations that may require more activities that have to be reviewed in the scope of work. Some activities could include additional permitting and more secure storage to prevent risks to the public.

ENVIRONMENTAL COORDINATION

Tidal Basin's Environmental Review team will work in tandem with the engineers to determine which applicants received an environmental scope of work in previous programs sufficient to allow for a Tier 2 scope of work adjustment rather than a complete environmental review. Environmental Review procedures will differ slightly from the R3 program. First, the Environmental Lead verifies the Environmental Review package on file in Canopy to determine if the scope substantially alters the activities covered in the existing ER requiring additional review work. The Environmental Lead then coordinates with and helps the ER contractor for completion of additional environmental review to cover the proposed activities. It is anticipated that many reviews, particularly those that are amendments to prior reviews, will be desk reviews rather than site visits. The Environmental Lead's team will review new



and existing Environmental Reviews, consolidate, and complete the environmental compliance reports for each case and submit to PRDOH for review.

For the SBIA and SIH programs, we anticipate that the CEWRI Scopes of Work, may trigger additional Environmental Review requirements, particularly for larger energy systems. Given that Award Coordination activities are underway, environmental review activities could be proactively coordinated with existing program administrators.

Our Environmental Lead will review the SIH and SBIA Environmental Reviews to make sure that the ERs are inclusive of the requirements for the PV system and Water Security systems installations and any considerations for historic building codes and zoning regulations. The environmental team will submit the completed environmental compliance reports to PRDOH for review.

GRANT AWARD

The program pipeline will be focused geographically, based on the service calendar developed by the Municipal Task Force, to ensure that our cases coming out of PRDOH design approval are geographically clustered, when possible. This strategy will expedite our field work timelines, specifically, grant award execution, outreach, and orientation. Our case management team will be in the field, along with representatives from the installation contractors, obtaining signatures and delivery grant agreements within five days of the Scope of Work approval. The Tidal Basin team will utilize the same chain of custody protocol utilized on the R3 program to ensure safe delivery of hard copy grant agreements to PRDOH.

APPLICANT ORIENTATION AND EDUCATION:

Tidal Basin team members are experienced at providing outreach on solar and water supply technologies to communities. As a part of our orientation activities generate reference documents to leave behind for the applicants.

Orientation Documents (include, but are not limited to):

- > What to expect from the new equipment?
- > How to turn the system on and off
- > Maintenance of system
- Maintaining the warranty
- > Energy efficiency, methods for reducing critical loads, and optimum performance



We will outline detailed expectations that ensure long-term benefit to program participants such as the point of contact for warranty claims, reasonable response times, warranty terms for labor and materials.

Our team also documents the visit and upload the documentation and the complete grant agreement package to the system of record. At this point, we schedule the installation and our team members issue NTP to the contractors.

TASK 3 FINAL INSPECTION, PAYMENT REQUESTS & CLOSEOUT



The inspection process for the Solar PV and Water storage systems will be the same for all programs: R3, SIH, and SBIA. The projects for the SIH and SBIA programs will likely be larger, more complex systems that will have longer review and inspection timeframes, and in the case of SBIA commercial structures include unique permitting and regulatory requirements specific to commercial installations.

TASK 3.1 COORDINATION AND FINAL INSPECTION

The solar PV and water supply installation contractors are required to submit a pre-inspection package to the PM at the completion of each installation. To be approved, the pre-inspection package must include

DELIVERABLES

Scheduled final inspections

sufficient information to determine the site is ready for inspection, including photos of completed work and certifications of compliance with applicable construction and installation standards. Upon approval of each package, our scheduling team coordinates final inspection. Our team then will work closely with the installation contractors so that they understand expectations and submit packages that require minimal rework.

TIMEFRAME:





TASK 3.2 FINAL INSPECTION

The inspector will visit the project site in the presence of the installation contractors and the applicant to review the defined quality standards. The inspector will ensure that work performed is complete and in compliance with the project scope of work, as well as ensure that installation is installed according to NEC and local standards. Our team of experienced solar PV

DELIVERABLES

- Delivery of warranty package to applicant
- Customer Satisfaction Survey

and water system inspectors has developed proprietary inspection software that is currently being successfully used on-island for solar and water inspection services.



Final Inspection Checklists (include, but are not limited to):

- Array configuration >
- System Efficiency
- Grounding

- Fire safety > Signs and labelling
- Racking System
 - System performance

System performance is a core feature of compliance monitoring activities. We will use statistical programs to identify systems that are not meeting forecasted levels of electrical generation By including these specifications in the warranty contract with the installation contractors at the outset of the program, our program management team reduces the burden of post-implementation phase monitoring requirements.

TIMEFRAME:



All timeframes are in days

TASK 3.3 REPORT ON FINAL INSPECTION

The Tidal Basin Team's inspector will prepare a report on the work performed by the installation contractors. The file will be maintained within PRDOH's system of record and will also serve as a performance evaluation of the installer/supplier.

DELIVERABLES



Final Inspection Report



Final Inspection Reports (include, but are not limited to):

- > Narrative of the overall assessment of compliance
- Statement of compliance with bonding and insurance requirements, System Design Drawings, Workmanship and Grounding Standards
- > A System Acceptance Test
- > Photographs
- > List of noncompliant items
- > Signature of inspector

There are several layers of review and QA/ QC built into the overall inspection delivery process: 1) initial review of contractor request; 2) review by Operations Manager after onsite inspection report is created; and 3) review by Operations Manager and Design SME to submission of payment request to PRDOH. A combination of compliance and performance measurement tools such as checklists and sampling are used at various points within the process.

Our QA/QC team also addresses any warranty issues that might be raised during installation and/or closeout. We work with the applicant and installer to quickly resolve the issues. If installers are unresponsive, we inform PRDOH and recommend a course of action.

TIMEFRAME:

3.3 Report on Final Inspection

* All timeframes are in days

TASK 3.4 REVIEW OF FINAL INSPECTION REPORT AND PAYMENT REQUEST

The team will review and perform QA/QC of the final report and project package for compliance and completeness and submit the report to PRDOH within 3 days of performance of the inspection. The report is made available to any additional regulatory entities identified and a

record of the provision of the report is

maintained. The installation contractors submit

DELIVERABLES

- Final Inspections, Payment Requests, and Closeout Monthly report
- Payment requests including:
- Proiect compliance and completion

a request for payment and inspection report, as part of the application for payment file. The Tidal Basin



reviewer matches the request for payment with the inspection report to ensure there are no outstanding issues and that installation and equipment were deemed compliant. The reviewer works directly with the installer/ supplier to resolve any issues. The request for payment is reviewed, approved, and submitted to PRDOH within five days of the receipt of a compliant request from the installation contractor.

TIMEFRAME:

/	9	ļ
3.4 Review of	Final Report and pay request	
Approve final case report	Approve and submit payment request	
1	* All timeframes are in days	

TASK 3.5 CLOSE-OUT

The closeout process is a function of QA/ QC. Included is the verification that all compliance requirements, both operational and regulatory, have been met. Since QA/QC is embedded at several touchpoints within the

DELIVERABLES

Complete Close-out Package

delivery framework, the closeout process should only be a verification to ensure the presence of all eligibility and program documentation and compliance. One of our assumptions is that the system of record will have built-in workflow features that allow a case file to be pushed from a "Installer Completion" status to a "Ready for Closeout" status. All files appearing in the "Ready for Closeout" status should be available for final review by a dedicated closeout team. Applicant files that are flagged for special reasons such as recapture, fraud, missing documents, or other holds are not eligible for closeout. Additionally, it is anticipated that the system of record will house a tab that specifically focuses on closeout checklist items. This checklist of items should include verification of completion of data and document population within the system of record.

TIMEFRAME:



* All timeframes are in days

TASK 4 ADDITIONAL SERVICES (ALLOWANCE)

W

In situations where specialized services are required, the Tidal Basin team will develop the scope of work/services and request at least three (3) proposals to qualified subcontractors, to perform the required scope. We will complete the procurement and submit our recommendation to PRDOH for approval prior to contracting for services.



4.1 ENVIRONMENTAL REVIEW

The additional service identified at the time of this proposal is Environmental Review (ER). Environmental Review is a key component of federally funded program implementation and is streamlined

DELIVERABLES



Environmental Review Record

throughout the CEWRI intake process. The additional scope of solar energy system installation and mounted water cisterns is anticipated to trigger a higher level of environmental review. Our team will lead the CEWRI program through a tier 1 environmental review followed by a site-specific Tier 2. We believe environmental reviews can be expedited through proactive planning and seamless coordination with other federally funded projects.

Our team is experienced working with R3 service providers and are familiar with the environmental reviews and ensure compliance with the Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), the National Environmental Policy Act (including implementing regulations at 40 CFR 1500 and 24 CFR 58), the Environmental Public Policy Act of Puerto Rico, as amended (Law Num. 416-2004), and the Puerto Rico Permit Process Reform, as amended (Law Num. 161-2009).

All public notices, and environmental review documents for each beneficiary are compiled into an Environmental Review Record and archived in the Canopy system for all beneficiary streams. Our environmental specialists will communicate any recommended remediation, permitting, and other environmental protection activities to PRDOH and the program managers (SIH and SBIA), who will be responsible for including any additional scope of work into the grant award.

6.3.3 RESOURCE MANAGEMENT PLAN

MANAGEMENT PROCEDURES TO CONTROL TASK SCHEDULING

The CEWRI program's success is predicated on the fluidity and continuity of the programs that are eligible for assistance. The volatility in each program's applicant volume makes it somewhat challenging to forecast staffing resources that may be necessary upfront. To mitigate risks associated with volume capriciousness, our team applies the following strategy:

- W
- > Perform Initial Assessment of Programs
- > Develop Work-Plan and Determine Resources
- > Manage and Adjust Resources
- > Monitor and Mitigate Risks



Using this strategy assists in controlling management costs as well as provides the framework for quality assurance and control that is necessary to move applications through the CEWRI Program.

PERFORM INITIAL ASSESSMENT OF PROGRAMS

It is imperative that the initial weeks are focused on determining the pool of potential CEWRI applicants awarded under the R3, SBIA and SIH Programs. Although we understand that the SBIA and SIH Programs are in their infancy stages, it is essential to ascertain the current status of each beneficiary so that CEWRI program managers can adequately forecast when applicants may be awarded under those programs and potentially become applicants under the CEWRI Program.

TIMEFRAME: 1ST 30-DAYS

DEVELOP WORK PLAN AND DETERMINE RESOURCES

Key staff will develop a work plan to guide weekly activities and detail critical milestones. The plan overlays with our technical approach, and include activities related to all tasks and subtasks.

We know that several awards have already been made under the R3 program and could potentially be ready to move forward under the CEWRI Program on day one, followed by SBIA applicants. Knowing this, our team will staff the activities accordingly.

In addition to the Key Personnel engaging with the project within the first 2 weeks, call center staff are expected to be deployed within the first 30 days upon execution of the contract. Since we know that projects are ready to move forward, an initial "Strike Team" to include case managers, inspectors, and the environmental specialist will be engaged within the first 60 days. These project staff persons will be tasked with performing intake and eligibility, inspection services, environmental reviews, work order development and award coordination. Our team will use a surge capacity approach depending on the applicant volume to mitigate risks, control costs and provide greater efficiencies. Other support staff will be onboarded as required to support the administrative functions. The Operations Manager is the primary resource used to manage the workplan and staffing resources. Our leadership will work with PRDOH staff and its designees to incorporate the latest operational protocols and logistics reflective of program activities.

We understand that coordination with applicants and other entities will be a prodigious task that must be contemplated within our Work Plan. Due to the high number of moving parts required under the CEWRI's Program's guidelines, coordination across all tasks will be critical to the success of the program. We understand that a significant number of resources will need to be devoted to applicant/entity



coordination and scheduling of applicant appointments and inspection management. **To assist with scheduling and tracking performance, we will use a software called AppointmentPlus** – a program our staff has utilized prior for effective project coordination. Coordinating the inspection process with the applicants and the installer will be critical to the process. Tidal Basin will build upon its existing appointment and inspection process infrastructure to support the necessary services under this program.

TIMEFRAME: 1ST 30-60 DAYS

MANAGE AND ADJUST RESOURCES

Our team recognizes the management of staffing resources will be a challenge as there is uncertainty regarding the size of applicant pipeline and the timing of application submittals. To address this issue, we will use our Municipal Task Force, Call Center, and the Case Management Team to conduct robust outreach campaigns to increase the pipeline of eligible applicants for each geographic region in our Service Calendar. We will make sure that we maintain a schedule and pipeline of cases that is steady throughout the program period. We will also work closely with the designated personnel of the other programs (R3, SBIA and SIH) to create a greater awareness of projected outcomes and potential awards on a monthly and quarterly basis. This strategy will assist our team with **managing resources and controlling labor costs while allowing for maximum eligible applicant participation**. Staffing will be adjusted accordingly to accommodate a surge in awards or a decrease in eligible applicants.

TIMEFRAME: PROJECT DURATION

MANAGEMENT OF COSTS AND QUALITY ASSURANCE/CONTROL PROCEDURES MONITOR AND MITIGATE RISKS

Due to the volatility in awards that is projected under each program eligible under the CEWRI Program, it will be essential to monitor the progress of each program and mitigate risks associated with program resources that could lead to inefficiencies. As part of our project management plan we will maintain a risk register and program monitoring plan – monitoring all potential risks from labor and supply chain concerns, costs, and staffing. The Operations Manager is tasked with managing the resources associated with conducting each task within the process. In some cases, program activity may require a surge in resources and/or re-focusing existing staff to support tasks that need additional capacity to move to the next touchpoint within the workflow. Our risk register and program monitoring plan will anticipate gaps in the process and contemplates adjusting resources to account for identified issues within the process.



PERIODIC REPORTING

Although it is expected that PRDOH has an established system for work flows and document management for the CEWRI Program, the Tidal Basin team has proprietary software that will be used to effectively track and monitor the program's process and critical milestones that will be established by the program. We will ensure that our internal tracking systems are reconciled with the information archived in the system of record to ensure **accuracy of reporting** that will be required by the program. Accurate data and reporting are critical to identifying bottlenecks in the process and can be quintessential in devising practical strategies to resolve program challenges.

TIMEFRAME: PROJECT DURATION

6.3.4 COMMUNICATION BARRIERS

Tidal Basin proposes a team of local staff and bilingual resources to support program objectives. Their local knowledge provides the ability to communicate to all communities across Puerto Rico. Operational staff that interface with applicants is bilingual and have access to our translation services, when needed.

Our staff are Puerto Rico based, Spanish speaking, and familiar with regional or colloquial phrasing found in Puerto Rico. Our team is comprised of local partners to eliminate communication barriers.



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7. SECTION 3 BUSINESS CONCERNS AND M/WBE BUSINESS

Tidal Basin Caribe (Tidal Basin) is committed to teaming with Section 3 business concerns and Minority/Women-owned Enterprise (M/WBE) businesses in Puerto Rico. We have carefully selected firms that are experts in their respective fields and are certified Section 3, M/WBE, HubZone, and DBE.

Tidal Basin teaming partners that meet these requirements and will support the CEWRI program include:



SolRenew | MBE





Venegas Construction | Section 3 Business Concern | MBE | HubZone



The Consulting Lead | Section 3 Business Concern | WBE



Integra Design Group | DBE



Yeishmarie Pastrana-Massa

From: Sent: To: Cc: Subject: LegalCDBG Tuesday, November 23, 2021 8:58 AM Jason M. Rivera-Delgado Yeishmarie Pastrana-Massa FW: Caso # PR-R3-05377

Saludos

Favor atender este asunto (revisión administrativa)

Atentamente,

From: Alfredo Rodriguez <alfredorodz93@gmail.com> Sent: Monday, November 22, 2021 7:35 PM To: LegalCDBG <LegalCDBG@vivienda.pr.gov> Subject: Caso # PR-R3-05377

Buenas tardes:

La razón de esta carta es para Solicitar una petición de revisión administrativa siguiendo el proceso establecido en el reglamento 4953 de 19 de agosto de 1993 el cual regula los procedimientos de adjudicación Formal en vivienda y sus agencias adscritas.

El 13 de noviembre de 2021 recibo contestación de mi caso #PR-R3-05377 Informándome que no somos elegibles por que mi sueldo como oficial correccional sobre pasa los \$38,200.00.

La evidencia que se me solicitó fue la W2 del año 2019 donde mi ingreso fue de \$42,662.47 los cuales se incluyen las horas extras y pago de uniformes.

El sueldo mio fijo es de \$2,259 mensual y en el año es de \$27,108 si no hago horas extras o algo extraordinario como los incentivos del Covid.

El 19 de Noviembre de 2021 Recibo la segunda carta de Notificación de Determinación de inelegibilida por lo cuál Estoy solicitando lo arriba expuesto y se me informe o se me cite para presentar evidencia si es que tengo que llevar otra alguna debido a que la mayoría de los residentes que vivimos en la urbanización Luchetti y que pasamos la odisea en el huracán maria estamos deseosos de salir de aquí por que según los expertos la urbanización ya no es segura en tiempos de huracanes o el mal tiempo!! Gracias por su atención y espero respuesta.

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GOVERNMENT OF PUERTO RICO





Department of Housing

ATTACHMENT 1

SCOPE OF WORK Request for Proposals Program Management Services Community Development Block Grant – Disaster Recovery Puerto Rico Department of Housing Revised for Addendum 3

1. Introduction and Overview

This document defines the program management tasks that the Proposer must perform in order to support PRDOH in the implementation and administration of the CDBG-DR Community Energy and Water Resilience Installations (CEWRI) Program. A detailed description of the CEWRI program is included in the Action Plan. A complete copy of the Action Plan is available at <u>https://www.cdbg-dr.pr.gov/en/action-plan/</u>. Proposer(s) must understand and implement the CDBG-DR program's initiatives, goals, and regulations, including Federal Register Notices 83 FR 5844, 83 FR 40314, 84 FR 4836, and 85 FR 4681. Proposers must be familiar with HUD's latest acronyms, glossary, laws, policies, guidelines and design standards applicable to this RFP's Scope of Services. The Proposer(s) remains fully responsible for determining if the above listed requirements have been revised or updated.

This document defines the tasks that the Proposer(s) must perform in order to support PRDOH in the implementation and administration of the CEWRI Program. The PRDOH reserves the right to retain all or some of the program management services for the CEWRI Program internal, and to select more than one Proposer. In the event that more than one Proposer is selected, it is expected that all selected proposers(s) can carry out all tasks described in this document.

The scope of work presented herein is based upon circumstances existing at the time the RFP is released. PRDOH reserves the right to modify or delete the tasks listed and, if appropriate, add additional tasks prior to and during the term of the contemplated contract. The term of the Contract will be three (3) years with the option of annual extensions up to two (2) years.

Community Energy and Water Resilience Installations (CEWRI)

The Community Energy and Water Resilience Installations Program will provide single family homeowners, business and/or public facilities energy and water efficiency improvements to promote resilience with the installation of PV systems with battery backup for critical loads and water storage system. The CEWRI program is intended to work with and complete existing CDBG-DR programs such as The Home Repair Reconstruction



or Relocation Program (R3), the Social Interest Housing Program (SIH), and the Small and Business Incubators and Accelerators Program (SBIA).

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

The Proposer will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this contract. The scope of work presented is based upon circumstances existing at the time the RFP is released. The PRDOH reserves the right to modify or delete the tasks listed and, if appropriate, add additional tasks prior to and during the term of the contract. There is no guarantee of a minimum level of services which may be requested by the PRDOH under this contract.

2. Staff Requirements, Roles, and Responsibilities

As the PRDOH may select more than one Program Management firm, the specific municipalities or regions where each Proposer shall perform work will be determined at the sole discretion of the PRDOH. Proposers may not charge additional costs due to the PRDOH assignment of municipalities or regions. The PRDOH may redefine municipalities or regions initially assigned based on Proposer's performance, compliance, and quality of work. The PRDOH will not guarantee a minimum number of applicants or cases to be handled by the Proposer.

2.1 Staff Requirement

The Selected Proposer(s) shall be available to begin work within two (2) weeks of the contemplated contract execution date. The Selected Proposer(s) shall have or will secure, at its own expense, all personnel required in performing the services under the contemplated contract. **Key Staff** are resources that must be ready to begin working in time to perform the services under the contemplated contract and may be working throughout the term of the contemplated contract at a maximum of one hundred eighty (180) hours per month. The Proposer(s) shall provide competent and fully qualified staff that are authorized or permitted under federal, state and local law to perform the scope of services under the contemplated contract. The PRDOH reserves



the right to request the removal of any staff not performing to standard. Any additional staff will require a written authorization from the PRDOH before the new staff member(s) can commence work. No staff may be assigned to the contemplated contract without the written consent of the PRDOH, and any service performed without PRDOH's written authorization cannot be invoiced and will not be paid.

Program Manager (Key Staff)

Qty: 1

The Program Manager (PM) position will be the main point of contact between the PRDOH and the selected Proposer(s). The PM shall be available on-call and assist program status and progress meetings. The PM position responsibilities include formulating, organizing, and monitoring the overall performance of the projects; deciding on suitable strategies and objectives; coordinating crossproject activities; lead and evaluate other staff; develop and control deadlines, budgets, and activities; apply change, risk, and resource management; assume responsibility for the program's performance and its staff; assess program performance and aim to maximize it; resolve program issues; prepare and review reports to the PRDOH; and any other function required in support of the program. The Program Manager shall maintain a complete understanding of all applicable federal, state, local and CDBG-DR Program policies, requirements, and procedures and reviews all cases within the established guidelines; and shall possess knowledge of regulatory and statutory compliance requirements for CDBG disaster recovery and similar programs/projects.

Requirements: Must have a bachelor's degree education in Engineering, Architecture, Project Management, or similar discipline. Must have at least five (5) years of experience as a program manager in comparable programs, federal funded programs or related field.

Operations Manager (Key Staff)

<u>Qty. 1</u>

The Operations Manager (OM) position will be responsible for the daily field operations and ensuring that such daily operations are performed in the most efficient manner. The OM will oversee logistics management, ensuring that procedures are in place to align with the program's goals and objectives. The OM will oversee standards of performance, safety policies, and procedures, and adjust internal and overall Program policies, as necessary. Will be responsible of bringing to PRDOH any Program concerns and provide solutions to mitigate such concerns. The OM will direct human resources and management activities at the operational side of the programs and may determine the staff needed to accomplish the operational tasks. The OM shall work closely with the PRDOH environmental associate team to ensure that all environmental reviews have been

performed to the required level of environmental review. This resource shall ensure that all pertinent environmental reviews are prepared, and the documentation of performance submitted to the PRDOH environmental associate team. This resource shall also work with the Construction contractors to ensure that all environmental requirements are met, and any mitigation requirements performed.

Requirements: Must be a licensed professional engineer or architect in compliance with Puerto Rico's Act Number 173 of August 12, 1988, as amended, with the Renewable Solar Energy Installer (Photovoltaic) Certificate from the Public Energy Policy Program (PEPP) under the Department of Economic Development and Commerce (DDEC). Must have at least five (5) years of experience in the management of projects.

Complaints Coordinator (Key Staff)

The Complaints Coordinator (CC) position will be responsible for coordination of complaints resolution by performing tasks such as investigating the complaints, surveys, interviews, educating the applicants, etc. The Complaints Coordinator must pay special attention to applicants and their complaints and must do anything possible to ensure that complaints are properly mitigated and attended to. If a complaint merits it, the Complaints Coordinator may escalate the complaint to a higher management position for the appropriate actions to be taken. The CC must also ensure that applicant complaints are resolved in a timely matter.

Requirements: Must have excellent communication skills in Spanish and English. Must have at least three (3) years of experience working in a customer relations position.

Safety Officer (Key Staff)

<u>Qty. 1</u>

Qty. 1

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

Requirements: Must have, at the least, an OSHA 30 hours training certification in the construction industry. Must have at least three (3) years of experience working as safety officers in construction projects.

Environmental Specialist (Key Staff)

<u>Qty. 1</u>

Under general direction from the Program Manager, the Environmental Specialist has the authority and is capable of assuring compliance with all environmental requirements and representing the Recipient (PRDOH) in any challenge to such compliance. Supervises and coordinates assigned environmental compliance programs coordinating related activities with the designated environmental reviewer, PRDOH, and the State Historic Preservation Office (SHPO). They also include coordinating activities with applicants to understand the full scope of the relevant work required. He or She would then be responsible for monitoring the technical work performed by the consultant and aggregating the work with current site specific, related activities on record. Also, this position will be responsible for environmental review coordination, when applicable, including but not limited to the following: Assign an environmental reviewer to the proposed project; Verify that the Reviewer performs the environmental review prior to any construction or installation work being performed. If the work is to be performed on a structure in the CDBG-DR program, ensure that the environmental review has been performed and the addition of the PV System and/or Water Storage System will not invalidate that review; Verify Environmental Tier 2 Packages performed by Environmental reviewer and send package to PRDOH for review; Verify that the environmental review is approved by the PRDOH and signed; Verify that all mitigation requirements are captured (i.e., installation of PV panels on the opposite side of the street for historic homes) and completed; Maintains environmental compliance records from existing CDBG-DR Program documents from previous environmental reviews of selected applicants; Prevent overlapping executions from previous CDBG-DR Programs environmental reports; Provide technical assistance to environmental review personnel for each assigned case to be evaluated; Identify potential environmental liability issues and provide written documentation of findings to Program Management firm and PRDOH; Review, consolidate, and complete environmental compliance audit reports for the Program Manager's approval; Verify that all documentation is complete and stored in the PRDOH Grant Management System of Record.

Requirements: B.S. or B.A. in Civil/Environmental/Agricultural Engineering, Environmental Science, Hydrology, Geology, or related field experience required or Bachelor's Degree in History, Architectural History, Historic Preservation or a closely related discipline is also suitable. Must have at least five (3) years of experience performing Environmental Review or related field.



Case Manager (Other Staff)

The Case Manager shall be responsible for coordinating with the PRDOH PV system and water storage system contractor, for the quality control and quality assurance of all documentation related to the assessment and scope of work to be perform on the eligible properties. Responsible for the coordination of site visits, the award benefits with the applicant and the PRDOH PV system and water storage system contractor. Case managers must provide advice and assistance to the Program may include needed services which applicants in obtaining the benefits/entitlement counseling and referral activities to assist eligible applicants to obtain access to the program for which they may be eligible. Access agency records in order to document and identify information related to the Program evaluation. Maintain an established file structure to continue with the applicable procedures. Case managers will rely on the record system provided by PRDOH to develop a workflow, manage applicants data, integrate data with existing systems, and configure dashboards to make the information readily available. Also, will be responsible for the development of installer/contractor work orders and review of the pre-installation assessment reports. Collects, reviews and analyzes data, and prepares reports. Responds to or routes routine inquiries from eternal or internal sources with standard correspondence of other messaging.

This staff will not charge by the hour and is part of the unit cost rate of the tasks performed by case.

Requirements: Bachelor's Degree or higher education in one of the following: Engineering, Architecture, Administration, Human Resources, Accounting, Law, Project/Program Management or related. Completely bilingual- Spanish and English (verbal and written communication).

Inspector (Other Staff)

The Inspector will conduct inspections on residential properties to check for compliance with the state and federal regulations and assess if the installed measures are in accordance with the Project Design, Program Requirement and industry standards. The Inspector's role entails examining both the property's interior and exterior, including infrastructure, electrical and plumbing systems, and water quality. The Inspectors must create detailed reports about their inspection findings and present these to the Program Manager. Aside from descriptions of the installed measures, defects and recommendations for repair and maintenance, these also contain extensive photos, diagrams of property structures, and notes from observation. Collects, reviews and analyzes data, and prepares reports. Will review and approve each case Scope of Work, materials submittals, and Project Design, including plans and specifications, to be performed by the PRDOH PV system and water storage system contractor as per



the approved Pre-Installation Assessment Report. Also, will be responsible for the QAQC review of the installer/contractor's pre-inspection package and final inspection reports.

It will shall also be responsible for assessing special cases of work non-compliance and assist in assessments requiring special engineering or technical considerations for out of the ordinary conditions that may require specialized knowledge and attention to determine if the equipment installation can or cannot be performed in a way that assures overall safety and integrity of the equipment and the existing structures, as needed.

This staff will not charge by the hour and is part of the unit cost rate of the tasks performed by case.

Requirements: Must be licensed professional engineers or architect in compliance with Puerto Rico's Act Number 173 of August 12, 1988, as amended or Certified Electrician Expert (Known in Spanish as Perito Electricista Colegiado) with in-depth knowledge in PV systems and Battery backup and water storage system, or a competent professional with the Renewable Solar Energy Installer (Photovoltaic) Certificate from the Public Energy Policy Program (PEPP) under the Department of Economic Development and Commerce (DDEC). Must have at least five (5) years of experience performing similar inspections.

These resources must be available to work for the Program on a full-time basis over the life of the contract. Additional resources to be employed will be determined by the Proposer based on the workload assigned and performance.

3. Tasks

The Proposer will be responsible for performing the following tasks.

Task 0 General Program Management and Administration

The Proposer shall be responsible for program operations, applications processing, and administration of the tasks and services contained herein related to the CDBG-DR Programs. These tasks will include, but not limited to:

0.1. Operational Support

 Work closely with the PRDOH officials, and its designees in preparing and maintaining the overall project plan for all phases of the Program, manage day-to-day operations, improve processes for quality and efficiency, implement policy changes, and adapt to a program closeout environment.

- Assist the PRDOH in the development of program policies and procedures, and, once approved by the PRDOH, their dissemination among all involved parties. Given that more than one Proposer may be selected by the PRDOH, different Selected Proposers will have to collaborate as to ensure program policies and procedures are concise for the entire implementation group. The selected Proposer(s) will have a lead role in the development of program policies and procedures.
- Responsible for the management, contract administration and performance metrics of the Installers/Contractors and other PRDOH Vendors related to the CEWRI Program.
- Review contractors and subcontractors contract deliverables to determine if such contractors and subcontractors are in compliance with their contracts and CDBG-DR requirements.
- Report on various aspects of the project that reflects the major activities for the reporting period as specified by PRDOH (e.g. monthly, quarterly, etc.).
- Regularly communication of potential risks, issues, and statuses to PRDOH and pertinent parties.
- Develop and/or utilize existing processes for PRDOH to properly collect data and document information as necessary to optimize compliance with all funding streams.
- Ensure PRDOH's documentation is sufficient to respond to Office of Inspector General, HUD, PRDOH, or any other entity that audits or reviews the Programs.
- Assist PRDOH training sessions regarding program implementation. The selected Proposer's Key Staff shall be required to attend PRDOH training sessions. After training has been provided to the selected Proposer's key staff by the PRDOH, such key staff will be responsible for the knowledge transfer acquired to other staff.
- Document all applicant interactions and communications within the PRDOH Grant Management System of Record.
- Any other task necessary to support program operations.

0.2. Project Management

- Provide engineering and installation oversight for the implemented measures, installation determinations, inspections for compliance, and HUD quality standards.
- Perform periodic reviews of construction contractor inspection reports, evaluations of invoices, and other programmatic management activities.
- Ensure compliance with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (when applicable), Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act, Fair Housing and Equal Opportunity Standards, and all other applicable federal, state, and local

laws and regulations pertaining to labor standards insofar as those acts apply to the execution of the CEWRI Program. Take special notes of minimum wage increases planned for Puerto Rico's construction workforce. Proposer will be required to ensure compliance with minimum wages.

- Perform periodic reviews of construction contractor files to ensure compliance with the statutory and regulatory compliance of Section 3 Housing and Urban Development Act of 1968.
- Coordinate efforts of compliance over environmental, construction, financial, and HUD regulations.
- Establish project performance benchmarks and updated budget comparisons to measure progress and compliance with critical objectives in mind. Critical stages will be identified, and a monitoring checkpoint established to ensure follow-up.
- Adopt portfolio management processes and tools for organizing and managing programs, funds, and project files.
- Track projects schedules utilizing existing PRDOH mandated software.
- Establish program timelines, goals, metrics, and deliverables of services in accordance with project funding allocations.
- Manage all designated installation of measures activities to include but not limited cost analysis, inspections, construction progress, contractors' invoices review, and payment approvals, among others.
- 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.
- Prepare documentation requested by PRDOH appeals manager as it may apply. Comply with any requests from the PRDOH appeals staff.
- Perform programmatic activities and reports through the PRDOH Grant Management System of Record.
- Any other supporting functions or task necessary for proper project management.

0.3. Construction and Statutory Compliance

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

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

0.4. Document Control and Management

- Store, archive, and retrieve physical documents and electronic images of all paper documents, applicant-related emails, correspondence, training material, and policies and procedures.
- Establish and maintain protocols for physical file management to include, among other things, 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 the Proposer will maintain soft copy backups of originals in their custody.
- Ensure all project information and documentation is available at all times in one comprehensive, user-friendly electronic environment.
- Any systems, tools, or technology provided must meet PRDOH's Personal Identifiable Information requirements.
- Provide sufficient, appropriate document control and management to meet the financial and documentation requirements for CDBG-DR grants. At a minimum, the following records will be required:
 - Records providing full description of each activity;
 - Records verifying that activity meets national and grant objectives;
 - Records 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; and
 - Records supporting any specific requirements of the Housing Programs or the CDBG-DR allocations.
 - Please note that the PRDOH will not pay for any work not documented in the PRDOH system of record.
- Any other task necessary for the proper document control management.

0.5. Accounting and Reporting

- Provide status reports on a regular basis to keep the PRDOH informed of progress.
- As requested, meet with the PRDOH to discuss the status of the project, applicant concerns, and any other issues that may have risen during the administration of the CEWRI Program.
- Provide the PRDOH with project progress reports on demand.
- Report on information that includes project activity deemed critical by the PRDOH.
- Compile and review information necessary to prepare efforts required under HUD regulations.
- Account for, and reconcile, (a) all federal funds requested and drawn from HUD and awarded to grant recipients, (b) all funds returned by applicants and their insurance companies (through the insurance subrogation process), (c) all funds deposited by applicants to reduce duplicative benefits potential award gap, and (d) all other funds returned by applicants and those who decided to no longer participate in any of the CEWRI Program.
- Review and submit recommendations for approval of CDBG-DR funding requests if needed.
- Any other task necessary to ensure proper accounting and reporting as related to the programs.

0.6. Applicant Relations

- Setting up a team to receive and handle calls forwarded from the CDBG-DR Call Center. The Proposer will receive calls from the CDBG-DR Call Central Call Center with potential applicants for the Proposer staff to guide them through the application process; collect eligibility, and other documents; and to make sure that complaints are properly addressed all throughout the process.
- The portfolio of applications will require the staff to provide program support for inquiries made by the applicants via phone, email, or online web submission.
- Track all inquiries in the PRDOH Grant Management System of Record.
- Coordinate outreach efforts, including call-out campaigns and letter campaigns as required by the PRDOH.
- Provide written correspondence to all applicants to relay the status of their file at critical stages.
- Provide consultation services to applicants as required. This includes providing technical assistance to facilitate communication between applicant and work site personnel for timely completion of construction.
- Respond to applicants within a 48-hour period from the time applicants make any requests.
- Adhere to reasonable customer service standards established by PRDOH. This may include tasks such as sending mass texts to applicants whose applications may be on hold for any number of reasons.

- Assist in the identification of vulnerable populations, along with elected offices such as mayors, develop and execute application intake strategies for specific geographies or applicant demographics.
- Document outreach efforts and outcomes.
- Perform customer satisfaction analysis during and at the end of the program of the worked performed the program and provide feedback on corrective action if needed during the process that resulted from the analysis
- Any other task necessary to ensure proper relations of the Proposer with its assigned applicants.

Task 1 Complete Applications and Pre-Installation Assessment Review

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

1.1. Intake

- Perform and assist PRDOH in the outreach for the promotion of the Program that includes but is not limited to prepare and send physical and electronic correspondence and notifications via mail and electronically through the PRDOH Grant Management System of Record, and any other communication venues.
- Receive and process all applicants referred by a CDBG-DR Program, including R3 Program. Intake will be done using CDBG-DR Program applications from a web-site or phone or the PRDOH Grant Management System of Record.
- Perform intake activities and reports through the PRDOH Grant Management System of Record.
- Educating and guiding the applicant through the requirements and timing.
- Assisting the applicant in the evaluation of his/her options.
- Provide guidance and support to the applicant through the application and intake process.
- Performing initial application screening and processing, including completeness review and threshold eligibility review.
- Coordinate with R3 Program Managers and Grant Manager to compile and evaluate all eligibility documents that were already evaluated under the R3 Program through the PRDOH Grant Management System of Record.
- Collect and confirm the required documentation for the applicable award such as income documentation, proof of ownership, proof of primary

residence, pre-disaster housing conditions and values, status of applicant's property taxes, mortgage, insurance, etc.

- Request to the applicants any additional information that may be required necessary for the eligibility process of the CEWRI Program.
- Interviewing applicants and collecting all relevant information required to make a Benefit Determination and Verification (BDV), including Duplication of Benefits (DOB).
- Evaluating documentation to be later submitted for PRDOH's determination of eligibility for CDBG-DR award based on program and federal requirements.
- Follow due-diligence processes to provide opportunity for applicants to supply missing and supporting information.
- Verifying that information submitted by applicants is recorded in the PRDOH Grant Management System of Record; contact the applicant to resolve any missing or incomplete items.
- Documenting communications with applicants regarding the status of their applications and subsequent related processes.
- The Proposer will have three (3) working days for each case to complete the Intake Tasks included in this section 1.1.
- Any other task necessary to complete the intake process of applicants.

1.2. Eligibility

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

1.2.1 Applicants Eligibility

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

1.2.2 Dwelling Eligibility

- Once the Applicant Eligibility is completed, assign a PRDOH PV system and water storage system contractor to the project through the PRDOH Grant Management System of Record to conduct the Pre-Installation Assessment Visit.
- Once selected, coordinate with the PRDOH PV system and water storage system contractor the case work orders for the preinstallation assessment.
- Coordinate with the applicant and the PRDOH PV system and water storage system contractor the date and time for the pre-installation assessment visit.
- Review and approve the Pre-Installation Assessment Report by the PRDOH PV system and water storage system contractor to determine project eligibility.
- Mail eligibility, ineligibility or withdrawal confirmation letters or Notifications.
- Advising applicants who are deemed ineligible and informing of the applicable appeals process.
- Provide eligibility decision justification to appeals team.
- The Proposer will have ten (10) working days for each case to complete the Eligibility Tasks included in this section 1.2.
- Any other task necessary to complete the eligibility process of applicants.

The PRDOH will issue payments for completed applications unit, once the Eligibility Notification was mailed to the applicant by the Proposer. PRDOH will pay 50% of the Complete Applications unit cost to the Proposer for applications deemed ineligible after the pre-installation assessment report is reviewed. No payment will be issued by the PRDOH to the Proposer for applications were the applicant withdraws from the CEWRI Program. Also, Selected Proposer may be required to perform intake tasks during weekends (i.e. Saturdays and Sundays).

Task 2 Scope of Work Review and Program Award Coordination

The Proposer shall be responsible for coordinating with the PRDOH PV system and water storage system contractor, for the quality control and quality assurance of all documentation related to the assessment and scope of work to be perform on the eligible properties. Once the Case Scope of Work is approved by PRDOH, the Proposer will have five (5) working days to coordinate, schedule, and perform the award meeting with the applicant and the PRDOH PV system and water storage system contractor at the applicant's property. Also, any notary services required for the award coordination process shall be included as part of the Program Management services. This task shall be completed once a notice to proceed with



works is issued to the PRDOH PV system and water storage system contractor. This task shall be performed by each eligible case and will include the following:

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

The Proposer will have fifteen (15) working days for each case to complete Task 2: Scope of Work Review and Program Award Coordination.

The PRDOH will issue the payments for the Scope of Work review and Program Award Coordination unit, once the task order is awarded to the applicant and the Proposer

issues a Notice to Proceed with the works to the selected PRDOH PV system and water storage system contractor .

Task 3 Final Inspection, Payment Requests & Closeout

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

3.1. Coordination of Final Inspection

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

3.2. Final Inspection

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



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

3.3. Report on Final Inspection

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

3.4. Review of Final Report & Payment Request

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



- Any other task necessary to ensure compliance of the reports and the processing of payments to contractors.

3.5. Closeout

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

The Proposer will have fifteen (15) working days for each case to complete Task 3: Final Inspection, Payment Requests & Closeout (including section 3.1-3.5).

Inspection Reports shall be completed and submitted to the PRDOH within a 3-day period of the actual on-site inspection being performed. PRDOH PV system and water storage system contractor Invoices shall be reviewed, and comments (if any) issued to the Contractor, within a 5-day period of the Proposer receiving the draft invoice documents.

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

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

4. Additional Services (Allowance)

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



When specialized services are required, the Proposer must develop the scope of work/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 work/services. After evaluation of the economic proposals, the Proposer(s) must present to the PRDOH a recommendation for their approval. PRDOH must provide written approval to the Proposer(s) recommended selection including the scope, budget and timeframe for the specialized service. For each specialized service approved, the related allowance amount will be adjusted.

Identified additional task at the moment are as follows:

4.1 Environmental Review:

The specific services required under this task include, but are not limited to, initiating meetings with PRDOH staff and any project partners. For each project, Proposer will conduct environmental reviews (including required publication of notices) on an asneeded basis in accordance with the required level of clearance. Environmental reviews must comply with the requirements of the Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), the National Environmental Policy Act (including implementing regulations at 40 CFR 1500 and 24 CFR 58), the Environmental Public Policy Act of Puerto Rico, as amended (Law Num. 416-2004), and the Puerto Rico Permit Process Reform, as amended (Law Num. 161-2009), along with any other local environmental Review Record ("ERR") meeting the above legal requirements and documenting PRDOH's review and compliance with the related federal authorities listed in 24 CFR 58.

For the applicable case, the Proposer will assess the feasibility of the proposed project in relation to the required level of environmental review and make a recommendation to PRDOH as to the appropriate level of review (e.g. Environmental Assessment, Categorically Excluded, etc.). The Proposer will be responsible for coordinating with the PRDOH to assure permits and/or compliance documentation is obtained for each ERR.

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



5. Deliverables

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

The key deliverables to be provided include, but are not limited to, the following:

- Complete Application Monthly Report that may include but not limited to the following: # of potential applicants by program; # of applications received; % of application reviewed; % of eligible applicants; % LMI eligible applicants; # of Preliminary eligibility notifications sent; # of work orders for the pre-installation assessment visit; # of assigned cases to the PRDOH PV system and water storage system contractor; % of Pre-Installation Assessment Report reviewed, and approved, and any additional indicator required by the PRDOH.
- Under the Complete Application and Assessment Review tasks, submit the following documents to PRDOH: Preliminary eligibility notifications; work orders for the pre-installation assessment visit; Pre-Installation Assessment Report, and any additional document required by the PRDOH.
- Scope of Work Review and Program Award Coordination Monthly Report that may include but not limited to the following: % of reviewed and approved Case Scope of Work; % of reviewed and approved Project Design to be performed by the PRDOH PV system and water storage system contractor; # of Environmental Review performed; # of award visit; % of awards granted; # of Issue Notice to Proceed (NTPs), and any additional indicator required by the PRDOH.
- Under the Scope of Work Review and Program Award Coordination tasks, submit the following documents to PRDOH: approved Case Scope of Work; approved Project Design to be performed by the PRDOH PV system and water storage system contractor; Environmental Review report performed; awards granted; issued Notice to Proceed, and any additional document required by the PRDOH.
- Final Inspections, Payment Requests & Closeout Monthly Report that may include but not limited to the following: % of installations that started on-time; # of Household completed/month; Avg. timeframe of completion since assigned; % inspection assigned; # inspections approved/month; # inspections approved with notes/month; % Avg. timeframe for inspections to be completed; % of satisfied customers per month; % payment request; # of cases closed/month, and any additional indicator required by the PRDOH..

Under the Final Inspections, Payment Requests & Closeout tasks, submit the following documents to PRDOH: inspections reports; customer satisfaction survey

and report; payment request, and any additional document required by the PRDOH.

The Proposer will have five (5) calendar days after the closing of the previous month to submit the monthly report to PRDOH.

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

END OF SCOPE OF WORK



ATTACHMENT D

COMPENSATION SCHEDULE

PROGRAM MANAGEMENT SERVICES FOR THE COMMUNITY ENERGY AND WATER RESILIENCE INSTALLATIONS PROGRAM (CEWRI)

TIDAL BASIN CARIBE, LLC

The following section provides details on the Compensation Schedule for the Contract. The Compensation Schedule is in accordance with the Best and Final Offer (BAFO) submitted by the Contractor as part of the negotiation process of the Request for Proposals (RFP) No. CDBG-DR-RFP-2021-01. The Compensation Schedule considers:

- Labor Rates for Key Staff Resources to address the scope of services depicted in Task 0 General Program Management and Administration of the Scope of Work. The Contractor will be compensated based on hours worked combined with the hourly rates provided for each Key Staff position; limited by the Key Staff Maximum Monthly Total.
- Unit Costs to address the scope of services depicted in Task 1 Complete Applications and Pre-Installation Assessment Review; Task 2 – Scope of Work Review and Program Award Coordination; and Task 3 – Final Inspection, Payment Requests & Closeout. The Contractor will be compensated the Unit Cost proposed for each task completed in accordance with the Scope of Work.
- An Allowance for additional services outside of Tasks 0 through 3 of the Scope of Work that
 may be required for specific applications. Such additional services include performing an
 Environmental Review for applications prior to installation activities being performed. Prior
 to incurring any costs under the Allowance, the Contractor must provide pricing to, and
 obtain authorization from, PRDOH or its Authorized Representative for the additional tasks
 to be performed.

The PRDOH will reserves the discretion to amend the contracts to include additional amounts of cases based on performance metrics.

PRDOH reserves the right to modify or delete the tasks listed and, if appropriate, add additional tasks prior to and during the term of the contemplated contract. The term of the Contract will be three (3) years with the option of annual extensions up to two (2) years.

The PRDOH reserves the right to request the removal of any staff not performing to standard. Any additional staff will require a written authorization from the PRDOH before the new staff member(s) can commence work. No staff may be assigned to the contemplated contract without the written consent of the PRDOH, and any service performed without PRDOH's written authorization cannot be invoiced and will not be paid.

I. Key Staff:

 Table 1 presents the Key Staff positions, Hourly Cost rates for each Key Staff Position, the quantity of resources per position, the Maximum Monthly Cost for each position, the total Maximum Monthly Cost, and the Key Staff Total Cost for the term of thirty-six (36) months.

		Table 1: Key Sta	ff Cost	
Key Staff Position	FTE	Hours Per Month	Fully Loaded Rate ¹	Total Per Month

¹ The Contractor was required by the RFP to provide its pricing using Labor Hourly Rates for each Key Staff Position. These Labor Hourly Rates did not include Overhead and Profit. Overhead and Profit were provided by the Contractor as percentages which were then multiplied by the resulting monthly cost of the Key Staff Positions to determine the Key Staff Maximum Monthly Total. The Key Staff Maximum Monthly Total was then multiplied by 36 months to arrive at the Key Staff Maximum Cost for Three (3) Years (36 Months). The Fully Loaded Rate used in Table 1 is the resulting rate of applying the Contractor's Overhead and Profit Percentages to each Key Staff Position, not just the total resulting amount per month. As an example, the calculation for the Complaints Officer position is as follows: \$44.24 + \$44.24x56.6% +

Program Management Services for the CEWRI Program Attachment D Compensation Schedule – Tidal Basin Caribe, LLC Non-Federal Match Program Page 2/2

			Rounding Remainder ² Total for 36 Months	\$6.84 \$4,078,389.24
			Sub-Total for 36 Months	\$4,078,382.40
			Maximum Per Month	\$113,288.40
Environmental Specialist	1	180	\$83.22	<u>\$14,979.60</u>
Safety Officer	1	180	\$123.80	\$22,284.00
Complaints Officer	1	180	\$72.82	\$13,107 . 60
Operations Manager	1	180	\$160.21	\$28,837.80
Program Manager	1	180	\$189.33	\$34,079.40

Total for 36 Months

Total Budget for Key Staff, for a period of 36 months, is [A] \$4,078,389.24.

II. Tasks Unit Costs

Table 2 presents the Tasks, quantity of Tasks, and corresponding Unit Costs for Tasks 1 through 3 of the Scope of Work.

Table 2: Cost Cap for Tasks 1 and 3 – Pro	gram Manag	ement T <u>asks</u>	
Task	Quantity	Fully Loaded Unit Cost ³	Total Cost
Task 1: Complete Applications and Pre-Installation Assessment Review	5,000	\$552.89	\$2,764,457.00
Task 2: Scope of Work Review and Program Award Coordination	5,000	\$761.83	\$3,809,173.20
Task 3: Final Inspection, Payment Requests & Closeout	5,000	\$959.40	\$4,797,020.10
····		Sub-Total	\$11,370,650.00
	Rounding	Remainder ⁴	\$0.30
		Total	\$11,370,650.30

The total Subtasks services budget for Subrecipient Management Tasks [B] is \$11,370,650.30.

PRDOH will pay 50% of the Complete Applications and Pre-Installation Assessment Review (Task 1) unit cost to the Program Manager for applications deemed ineligible after the pre-installation assessment report is reviewed. No payment will be issued by the PRDOH to the Program Manager for applications where the applicant withdraws from the CEWRI Program.

For those cases where an inspection is failed by the PRDOH PV system and water storage system contractor and the Proposer needs to perform an additional CEWRI Inspection, the PRDOH will only pay one additional inspection at 25% of the cost of a full Inspection (Task 3). This in consideration that the follow-up inspection will not have the same scope as the original inspection.

III. Additional Services Allowance

Program Management services may require tasks not defined under Tasks 0, 1, 2, or 3, and which may be requested by the PRDOH.

When specialized services are required, the Proposer must develop the scope of work/services needed and request at least three (3) economic proposals to qualified

^{\$44.24}x8.0% = \$72.82 Per Hour. Due to inherent rounding issues in the calculation (i.e. calculations being exact but currency values only allowing for two (2) significant figures) there may be slight discrepancies between the rates shown in Table 1 and a manual calculation of the Fully Loaded Rates. These are negligible and only result in a \$6.84 or 0.00017% difference between the resulting Total Cost for 36 Months in Table 1 and the Key Staff Maximum Cost for Three (3) Years in the Contractor's BAFO.
² Represents the difference between the Sub-Total for 36 Months in Table 1 and the Key Staff Maximum Cost for Three (3) Years in the Contractor's BAFO.
³ The Contractor was required by the SPT to provide its pricing using a Base Unit Cost without Overhead and Profit. Overhead and Profit were provided by the Contractor as percentages which where then multiplied by the resulting Vorte-Total for Table 1 and the for the contractor's Overhead and Profit is as follows: \$335.09 t.548, + \$335.090.568, + \$335.090.568, + \$335.090.800.578.2582.89 per Task. Due to inherent rounding issues in the calculation for Task 1 is as follows: \$335.09 t.548, + \$335.090.568, + \$335.090.800.578.552.89 per Task. Due to inherent rounding issues in the calculation (i.e. calculations being exact but currency values only allowing for two (2) significant figures) there may be slight discrepancies between the resulting Sub-Total in Table 2 and the resulting Sub-Total Cost in Table 2 and the rounding issues in the calculation (i.e. calculations being exact but currency values only allowing for two (2) significant figures) there may be slight discrepancies between the resulting Sub-Total in Table 2 and the Total Cost in the Contractor's BAFO.
* A the transmitter of the result of the Folly Loaded Unit Cost. These can engligible and only result in a \$0.30 or 0.0000026% difference between the result ing Sub-Total in Table 2 and the Total Cost in the Contractor's BAFO.
* Represents the difference betwee

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

A total allowance of [C] \$875,000.00 has been included as part of this contract.

Access to the Allowance requires prior authorization of the PRDOH, as per the Scope of Work of the Program Manager.

IV. Total Contract Cost

The Total Contract Cost Awarded is the Total Sum of amounts shown in the previous sections, which is: [A] + [B] + [C] = \$16,324,039.54.

V. Budgets Re-Distribution

The PRDOH reserve the right to re-distribute budgets shown for the above items [A] through [C] if in benefit to the Program's successful execution without modifying the Total Contract Cost Awarded. The PRDOH may evaluate the need for re-distribution, and if determined the re-distribution is in benefit for the Program and the available balance of funds are validated, the PRDOH will provide written confirmation. Until the written confirmation is submitted by the PRDOH, the redistribution cannot be considered as authorized. A re-distribution of funds, as described here, shall be considered binding and will not require an amendment to this contract.

ATTACHMENT E

PERFORMANCE REQUIREMENTS

PROGRAM MANAGEMENT SERVICES FOR THE COMMUNITY ENERGY AND WATER RESILIENCE INSTALLATIONS PROGRAM (CEWRI)

The Program Manager shall provide services in accordance with the Scope of Work of this contract.

Deliverables:

The key deliverables to be provided include, but are not limited to, the following:

- Complete Application Monthly Report that may include but not limited to the following: # of potential applicants by program; # of applications received; % of application reviewed; % of eligible applicants; % LMI eligible applicants; # of Preliminary eligibility notifications sent; # of work orders for the pre-installation assessment visit; # of assigned cases to the PRDOH PV system and water storage system contractor; % of Pre-Installation Assessment Report reviewed, and approved, and any additional indicator required by the PRDOH.
- Under the Complete Application and Assessment Review tasks, submit the following documents to PRDOH: Preliminary eligibility notifications; work orders for the preinstallation assessment visit; Pre-Installation Assessment Report, and any additional document required by the PRDOH.
- Scope of Work Review and Program Award Coordination Monthly Report that may include but not limited to the following: % of reviewed and approved Case Scope of Work; % of reviewed and approved Project Design to be performed by the PRDOH PV system and water storage system contractor; # of Environmental Review performed; # of award visit; % of awards granted; # of Issue Notice to Proceed (NTPs), and any additional indicator required by the PRDOH.
- Under the Scope of Work Review and Program Award Coordination tasks, submit the following documents to PRDOH: approved Case Scope of Work; approved Project Design to be performed by the PRDOH PV system and water storage system contractor; Environmental Review report performed; awards granted; issued Notice to Proceed, and any additional document required by the PRDOH.
- Final Inspections, Payment Requests & Closeout Monthly Report that may include but not limited to the following: % of installations that started on-time; # of Household completed/month; Avg. timeframe of completion since assigned; % inspection assigned; # inspections approved/month; # inspections approved with notes/month; % Avg. timeframe for inspections to be completed; % of satisfied customers per month; % payment request; # of cases closed/month, and any additional indicator required by the PRDOH.
- Under the Final Inspections, Payment Requests & Closeout tasks, submit the following documents to PRDOH: inspections reports; customer satisfaction survey and report; payment request, and any additional document required by the PRDOH.

Delivery Schedule

- The Contractor will have **five (5) calendar days** after the closing of the previous month to submit the monthly report to PRDOH.
- The Contractor shall be responsible for completing the activities outlined in this Scope of Services. The Contractor shall assist PRDOH by providing additional resources to accomplish assignments authorized by the PRDOH.
- Coordinate with Applicant and CEWRI Program Installers the pre-installation assessment visits, installation, and closeout inspections.

Program Management Services for the CEWRI Program Attachment E: Performance Requirements Community Energy and Water Resilience Installations Program Page 2 / 3

- Issue notices to the CEWRI Installer to perform the pre-installation assessment and report.
- Issue notices to the CEWRI Installer to perform the design of the project.
- Issue notices to the CEWRI Installer to install the system(s), perform the commissioning of the project, and submission of the Pre-Inspection Package. If the 7-day period is not enough due to equipment shortage, the Installer must provide a written explanation and a copy of the equipment's delivery documents.
- Review CEWRI Installer/Contractor's official payment requests and warranty documentation. Ensure that all copies are included (for PM file, PRDOH and homeowner/applicant). Installer is responsible for delivering warranty information to the homeowner/applicant.

TASKS	DESCRIPTION	TIMEFRAME DATES	DELIVERABLES
Task 1 Complete Applic	ations and Pre-Installation Asso	essment Review	
1.1. Intake	Refer to the SOW Task 1 Section 1.1 Intake.	- After receiving the Applicant's Intake documents, the Proposer will have three (3) working days for each case to complete the Intake Tasks included in this section 1.1.	Under the Complete Application and Assessment Review tasks, submit the following documents to PRDOH: Preliminary eligibility notifications; work orders
1.2. Eligibility	Refer to the SOW Task 1 Section 1.2 Eligibility.	- The Proposer will have ten (10) working days for each case to complete the Eligibility Tasks included in this section 1.2.	for the pre-installation assessment visit; Pre- Installation Assessment Report, and any additional document required by the PRDOH.
Task 2 Scope of Work Re	eview and Program Award Coo	ordination	
Task 2 Scope of Work Review and Program Award Coordination	Refer to the SOW Task 2 Scope of Work Review and Program Award Coordination.	The Proposer will have fifteen (15) working days for each case to complete Task 2: Scope of Work Review and Program Award Coordination.	Under the Scope of Work Review and Program Award Coordination tasks, submit the following documents to PRDOH: approved Case Scope of Work; approved Project Design to be performed by the PRDOH PV system and water storage system contractor; Environmental Review report performed; awards granted; issued Notice to Proceed, and any additional document required by the PRDOH.
Task 3 Final Inspection,	Payment Requests & Closeout		
Task 3 Final Inspection, Payment Requests & Closeout: 3.1. Coordination of Final Inspection, 3.2. Final Inspection, 3.3. Report on Final Inspection, 3.4. Review of Final Report & Payment Request, and 3.5. Closeout.	Refer to the SOW Task 3 Sections 3.1. Coordination of Final Inspection, 3.2. Final Inspection, 3.3. Report on Final Inspection, 3.4. Review of Final Report & Payment Request, and 3.5. Closeout.	The Proposer will have fifteen (15) working days for each case to complete Task 3: Final Inspection, Payment Requests & Closeout (including section 3.1-3.5). Inspection Reports shall be completed and submitted to the PRDOH within a 3- day period of the actual on-site inspection being performed.	Under the Final Inspections, Payment Requests & Closeout tasks, submit the following documents to PRDOH: inspections reports; customer satisfaction survey and report; payment request, and any additional document required by the PRDOH.
4. Additional Services (A	Allowance)		
4.1 Environmental Review	Refer to the SOW section 4.1 Environmental Review.	TBD	When applicable, submission of the Environmental Review Package.

M

Reporting			
Monthly Report	Refer to the SOW Section 5. Deliverables section.	The Proposer will have five (5) calendar days after the closing of the previous month to submit the monthly report to PRDOH.	Refer to the Deliverables Section of this document for the Monthly Report requirement items for each task.

The Program Manager shall develop workplans, schedules, reports and/or any other document as may be requested by PRDOH or Representative in connection to the above timelines and performance goals. The Program 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 reserve the rights to request any information as part of the Grantee responsibilities. The Program Manager is also responsible for providing and performing all the services stated in the Scope of Work.

M

GOVERNMENT OF PUERTO RICO



FORM DV-OSPA-78-5

ATTACHMENT F

OSPA Request for Proposals Program Management Services for poray and Water Resilience Installat

Community Energy and Water Resilience Installations Program Community Development Block Grant – Disaster Recovery Puerto Rico Department of Housing Contract Division

SPECIAL INSURANCE AND BONDING SPECIFICATIONS FOR PROGRAM MANAGEMENT SERVICES

LICITATION NUMBER --

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

1. (X) State Insurance Fund Workmen's Compensation Insurance Policy

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

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

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

COVERAGE	LIMIT
Each Employee	\$1,000,000.00
Each Accident	\$1,000,000.00
Bodily Injury by Disease Each Employee Each Accident	\$1,000,000.00 \$1,000,000.00

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

	LIMIT
•	Auto Liability - \$1,000,000.00
•	Physical Damages - \$1,000,000.00
•	Medical Payments - \$10,000.00
T I O	LA to a supervise the applied to the following
symbols:	I Auto cover must be applied to the following
	Liability Coverage -1
	Liability Coverage -1

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

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

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

- (X) A.2 Limit:
 - (X) each occurrence
- \$1,000,000 \$5,000,000
 - (X) aggregate(X) deductible
- \$5,000,000

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

5. (X) Umbrella

Limit - \$5,000,000.00

6. Contractual Pollution Liability \$1,000,000.00

- 7. (X) The policies to be obtained must contain the following endorsements including as additional insured the *Department of Housing, U.S. Department of Housing and Urban Development (HUD),* and the *Government of Puerto Rico.*
 - (X) a. Breach of warranty
 - (X) b. Waiver and / or Release of Subrogation
 - (X) c. Additional Insured Clause
 - (X) d. Hold Harmless Agreement
 - (X) e. 30 Days Cancellation Clause
 - (X) f. XCU Coverage
- 8. (X) The insurance carrier or carriers which will present said certificates of insurance must have at least a B+ rating according to the Best Rating Guide.

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

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

- **1.** Be authorized to do business within the Commonwealth of Puerto Rico and have the corresponding license issued by the Commissioner of Insurance.
- 2. To be enjoying a good economic situation and to be classified under the Category of B+ by the "A.M. Best Rating Guide".
- Submit to the *Department of Housing* a written certification as evidence of full payment of premiums by the Contractor. Mention each risk coverage premium separately.
- **4.** Avoid sub-contractual obligations of premium financing or any other kind, which may be detrimental to the public interest.
- Avoid any request for cancellation by the contractor prior to the expiration date of the policy, without the consent of the Insurance Section of the *Department* of *Housing*: Discuss any refund of unearned premium.
- 6. Follow all Federal Bail and Acceptance Insurance Regulations, when applicable.
- 7. Indicate in the appropriate place of all insurance policies and/or bonds, the full description of the project, work or service to be rendered.

- 8. Not to make any amendments to insurance policies and bonds issued under the special conditions mentioned above, unless approved by the Insurance Section of the Department of Housing.
- 9. To ensure that all insurance policies or bonds are issued to comply with all of our special insurance conditions with respect to the period of coverage, type of risk coverage, as well as all limits, as specified, and also to eliminate those exclusions in accordance with our request.
- **10.** Clarify any questions regarding insurance requirements by any means of communication with the Insurance Section of the Department of Housing under the Secretary for Legal Affairs.

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

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

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

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

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

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

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

D. CERTIFICATE OF INSURANCE SECTION

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

DESCRIPTION OF THE SERVICES:

Program Management Services for Community Energy and Water Resilience Installations Program

February 3, 2021 Date

Candice M. Noriega Morales

Candice M. Noriega Morales Insurance Specialist CDBG-DR Program



HUD GENERAL PROVISIONS

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

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

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;
- (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 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 or 84.42, if applicable). The CONTRACTOR shall explain the actual or potential conflict in writing in sufficient detail so that the PRDOH is able to assess such actual or potential conflict. The CONTRACTOR shall provide the PRDOH any additional information necessary to fully assess and address such actual or potential conflict mitigation strategy employed by the PRDOH, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

15. SUBCONTRACTING

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



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

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

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

16. ASSIGNABILITY

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

17. INDEMNIFICATION

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

18. COPELAND "ANTI-KICKBACK" ACT

(Applicable to all construction or repair contracts)

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

work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

20. DAVIS-BACON ACT

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

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

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

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

21. TERMINATION FOR CAUSE

(Applicable to contracts exceeding \$10,000)

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/or PRDOH by virtue of any breach of the Agreement by the CONTRACTOR, and the Government of Puerto Rico and/or PRDOH by virtue of any breach of the Agreement by the CONTRACTOR, and the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the Government of Puerto Rico and/or PRDOH from the CONTRACTOR is determined.

22. TERMINATION FOR CONVENIENCE

(Applicable to contracts exceeding \$10,000)

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

23. SECTION 503 OF THE REHABILITATION ACT OF 1973

(Applicable to contracts exceeding \$10,000)

The CONTRACTOR shall comply with Section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

Equal Opportunity for Workers with Disabilities:

- 1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;

- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the CONTRACTOR;
- (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and
- selection for leaves of absence to pursue training;
 (viii) Activities sponsored by the CONTRACTOR including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.
- 2) The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 3) In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 4) The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The CONTRACTOR must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the CONTRACTOR may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- 5) The CONTRACTOR will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- 6) The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The



CONTRACTOR will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

24. EQUAL EMPLOYMENT OPPORTUNITY

chapter 60).

(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.

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



- 5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 7) In the event of the CONTRACTOR's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- 8) CONTRACTOR shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non- compliance, provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

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

The CONTRACTOR certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control

where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this certification is a violation of the equal opportunity clause of this Agreement.

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

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

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

The CONTRACTOR and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 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 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

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

- 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 40 C.F.R. Part 15, as amended.
- 2) Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 7414) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified

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

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

27. ANTI-LOBBYING

(Applicable to contracts exceeding \$100,000)

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

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

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

28. BONDING REQUIREMENTS

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

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

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

29. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

(As required by applicable thresholds)

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

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

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

30. FAIR HOUSING ACT

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

31. ENERGY POLICY AND CONSERVATION ACT

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

32. HATCH ACT

CONTRACTOR agrees to comply with mandatory standards and policies relating to Hatch Act, Public Law 76-252, as amended.

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

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

33. HEALTH AND SAFETY STANDARDS

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

34. PERSONNEL

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

35. WITHHOLDING OF WAGES

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

36. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

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

37. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS

No person employed on the services covered by this Agreement shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer.



38. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS

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

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

39. INTEREST OF CERTAIN FEDERAL OFFICERS

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

40. INTEREST OF CONTRACTOR

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

41. POLITICAL ACTIVITY

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

42. RELIGIOUS ACTIVITY



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

43. FLOOD DISASTER PROTECTION ACT OF 1973

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

44. LEAD BASED PAINT

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

45. VALUE ENGINEERING

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

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

ATTACHMENT H

APPENDIX C CONTRACTOR CERTIFICATION FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO CONTRACT REVIEW POLICY

TIDAL BASIN CARIBE, LLC

The following is hereby certified to the Oversight Board regarding the request for authorization for **Program Management Services for the Community Energy and Water Resilience Installation Program** contract by and between the **Puerto Rico Department of Housing** and **Tidal Basin Caribe**, LLC:

1. The expected subcontractor(s) in connection with the proposed contract¹ is (are) the following:

Name of Subcontractor	Principals/Principal Stakeholders	Terms and Role on Project	Proposed Contract Percentage	Proposed Contract Amount	Certification
SolRenew	Gabriel A. Perez Sepulveda, Sole Shareholder	1st Tier Subcontractor responsible for providing professional technical expertise in the area of solar energy; creation of work orders and manage project schedules	5%	\$816,201.98	MBE
Venegas Disaster Response	Emilio R. Venegas, President Mergie Espinoza, Secretary Jonnathan Rivera, Director	1st Tier Subctractor who will provide field inspectors and safety inspections	8%	\$1,305,923.16	MBE
The Consulting Lead	Gloria Fernandez, President and Principal Jeffrey Quinones-Diaz, Partner and Resident Agent	1st Tier Subcontractor who will provide any number of services related to case management and inspection serivces	10%	\$1,632,403.95	WBE
IBTS	Ashok Goswami, Chief Executive Officer Joseph Balac, General Counsel, Christopher Fennell, Chief Development Officer	1st Tier Subcontractor that will provide technical expertise relative to photovoltaic and solar operations as well as quality assurance/control reviews, and inspection services	6%	\$979,442.37	
Quantum Consulting Group	Daniel J. Galan Kercado, Managing Member Lismarie Alamo Flores, Other Member	lst Tier Subcontractor responsible for providing environmental review services	4%	\$652,961.58	

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

Integra Design Group	Carlos I. Baez Dotel, President Richard Cuebas Ramirez, Vice President	1st Tier Subcontractor responsible for assisting with customer relations, outreach, and inspection related services	4%	\$652,961.58	
Geographical Mapping Technologies	Aurelio (Tito) Castro Jimenez, President	1st Tier Subcontractor tasked with providing GIS mapping services	2%	\$326,480.79	

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, except as follows:

Name of Subcontractor	Principals/Principal Stakeholders		
SolRenew	Gabriel A. Perez Sepulveda, Sole Shareholder		
Soncere	Gabilet At. T Cloz Sopartoda, Solo Sharoholder		
	Emilio R. Venegas, President		
	Mergie Espinoza, Secretary		
Venegas Disaster Response	Jonnathan Rivera, Director		
	Gloria Fernandez, President and Principal		
	Jeffrey Quinones-Diaz, Partner and Resident		
The Consulting Lead	Agent		
	Ashok Goswami, Chief Executive Officer		
	Joseph Balac, General Counsel,		
	Christopher Fennell, Chief Development		
IBTS	Officer		
	Daniel J. Galan Kercado, Managing Member		
Quantum Congulting Group	Lismarie Alamo Flores, Other Member		
Quantum Consulting Group	Essinate Atalio Flores, Ouler Melliber		
	Carlos I. Baez Dotel, President		
Integra Design Group	Richard Cuebas Ramirez, Vice President		
<u> </u>			
Georgraphical Mapping Technologies	Aurelio (Tito) Castro Jimenez, President		

See Attachment A for Principal terms and conditions of the compensation sharing agreement.

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



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.

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 subcontractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law.

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

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

I hereby certify under penalty of perjury that the foregoing is complete, true and correct on this <u>6th</u> day of <u>October</u> of <u>2021</u>.

Signature

Daniel A. Craig Printed Name 10/06/2021 Date

Chief Executive Officer Position





This Subcontract is between the parties herein designated as "Tidal Basin" and "Subcontractor."

Contractor:

Subcontractor:

Client:

Subcontract Documents: Subcontractor agrees to comply with the terms of the following Attachments, which are made part of this Subcontract:

WHEREAS,

WHEREAS,

In consideration of the promises contained in this Subcontract, Tidal Basin and Subcontractor agree as follows:

Article 1 – Effective Date

This Subcontract shall be effective on the later date signed by the parties below and may be renewed or extended at the sole discretion of Tidal Basin. This agreement is effective through MM D, YYY.

Article 2 – Governing Law

This Subcontract shall be governed by and construed in accordance with the laws of the State of

Article 3 – Task Orders

- A. All work performed under this Subcontract shall be governed by task orders. Task orders issued will describe the scope of work, the schedule for completion of the work, labor categories, a not-to-exceed (NTE) compensation amount, expenses (if allowed in Tidal Basin's agreement with the Client), and other particulars as needed. Task orders are binding only after written acceptance and execution by duly authorized representatives of both parties. Task orders may be amended only by mutual written consent of the parties.
- B. Subcontractor shall not bill Tidal Basin for any work performed or expenses incurred which are not specifically allowed in a task order.
- C. Subcontractor shall inform Tidal Basin when seventy-five percent (75%) of the NTE compensation amount has been reached within three (3) business days.



Article 4 – Scope of Services

Subcontractor shall perform the services described in each task order. Tidal Basin shall be the administrator and coordinator of Subcontractor's services and shall facilitate any exchange of information among other independent subcontractors engaged by Tidal Basin. All communications with the Client shall be made through or with the prior approval of Tidal Basin. The Client and Tidal Basin have the right to observe Subcontractor's services. All services provided under this subcontract must be within the hourly labor rates negotiated between the Client and Tidal Basin.

Article 5 – Schedule

Subcontractor shall perform the services pursuant to the time frame set forth in each task order. Subcontractor acknowledges that the services of Tidal Basin and others involved in the project are dependent upon the complete, accurate, and timely performance of Subcontractor's services. Subcontractor's failure to so perform will be considered a material breach of this Subcontract.

Article 6 – Compensation

- A. Tidal Basin shall pay Subcontractor in accordance with the rates and compensation terms listed in each task order. Subcontractor, including all employees, agents, subcontractors or any other persons or entity that Subcontractor hires to perform or assist in performing the services hereunder, is required to use Tidal Basin's time and expense recording database system to enter and record time and expenses with receipts. Tidal Basin will provide unique credentials for each person supporting the task order.
- B. There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this Subcontract through task orders.
- C. Subcontractor shall submit valid invoices to **subcontractors@rphc.com** no later than ten (10) days after the end of each calendar month, or completion of the work, whichever is earlier. Invoices received late may cause Tidal Basin to reject the Subcontractor's invoice due to its late submission and subsequent rejection or lack of reimbursement by the Client. All applications to Tidal Basin for payment hereunder shall be made within sufficient time to allow Tidal Basin to make applications for payment according to the terms of the contract with Client, and all payments under this Subcontract are subject to Tidal Basin's receipt of the corresponding payment from the Client. This provision shall relate to both the time and contingency of payment.

Article 7 – Quality Control

If requested by the Client or Tidal Basin, Subcontractor shall institute or develop a quality control plan for this project which, if accepted by Tidal Basin and the Client, shall become part of this Subcontract.

Article 8– Insurance & Indemnification

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During the performance of the services under this Subcontract, Subcontractor shall maintain, at its own expense, the below listed minimum insurance coverages with reliable insurance carriers authorized to do business in the state. Additional coverage may be required when required by the Client in its Prime Contract, and Subcontractor agrees to meet these additional insurance coverages. Subcontractor shall provide evidence of the required insurance in the form of a Certificate of Insurance naming Tidal Basin and Client as additional insured. Failure to maintain the coverage during the term of this Subcontract shall be considered a material breach.

A. Workers' Compensation:

The minimum limits of not less than \$1,000,000 per accident, \$1,000,000 per disease and \$1,000,000 policy limit on disease. Blanket waiver of subrogation to be included.

B. Commercial General Liability Insurance:

The minimum limits of insurance with combined single limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Blanket coverages to include; additional insured, primary non-contributory, and waiver of subrogation.

C. Commercial Automobile Liability Insurance:

Coverage will be provided for all owned, non-owned, and hired motor vehicle coverage with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Blanket coverages to include; additional insured, primary non-contributory, and waiver of subrogation.

D. Professional Liability Insurance:

The minimum limits of insurance not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

E. Umbrella/Excess Liability:

The minimum limit of insurance not less than \$5,000,000, with confirmation of policy written on a follow form basis. If policy is not on a follow form; additional insured, primary non-contributory and waiver of subrogation should be added to the excess policy in Tidal Basin's name.

Certificate of Insurance Description: "Certificate holder is additional insured on a primary non-contributory basis. Waiver of subrogation applies. Umbrella/excess liability is written on a follow form coverage basis."

Should coverage be modified, lapse, or canceled for any of the above insurance coverages for any reason whatsoever, Subcontractor shall notify Tidal Basin within twenty-four (24) hours or the next business day, whichever is earlier.

Indemnification. Subcontractor shall indemnify, protect and save Client, Tidal Basin, and their respective Affiliates (as defined below) and all officers, directors, employees, and agents thereof (hereinafter referred to as "**Indemnitees**") harmless from all claims, demands, suits or actions (including attorneys' fees incurred in connection therewith) which may be asserted against Indemnitees for any

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SUBCONTRACT



kind of damages, including without limitation damage or injury to property or persons and incidental and consequential damages, which may be sustained by any third party arising out of or incident to and to the extent of the negligence or other wrongful conduct on the part of Subcontractor in the conduct of Subcontractor's operations under this Subcontract

Article 9 – Independent Contractor & Subcontractor Representations

- A. The details of the method and manner of performance of Subcontractor's services shall be under its own control, Tidal Basin being interested only in results thereof. Subcontractor undertakes performance of the services under this subcontract as an independent contractor and shall be wholly responsible for the methods of performance. Subcontractor has complete and sole responsibility for its employees, agents, subcontractors or any other persons or entity that Subcontractor hires to perform or assist in performing the services hereunder. Subcontractor is solely responsible for ensuring that employees and deployable staff are following CDC guidelines. If an employee tests positive for COVID-19, it is the responsibility of the Subcontractor to provide written notice to Contractor within forty-eight (48) hours and provide Tidal Basin with an alternative staffing plan.
- B. Subcontractor is solely responsible for: (a) payment of wages, benefits and other compensation to or for its employees; (b) payment of applicable payroll, unemployment and other taxes and withholding of applicable social security (FICA) and income taxes with respect to its employees; and; (c) compliance with applicable Workers' Compensation laws with respect to maintenance of workers' compensation and employer's insurance coverages.
- C. Subcontractor represents and warrants that:
 - 1. The services shall be performed in accordance with, and shall not violate, applicable laws, rules or regulations, and standards prevailing in the industry and Subcontractor shall obtain all permits or permissions required to comply with such laws, rules or regulations.
 - 2. The services performed hereunder will not contain libelous, injurious, or unlawful material, and will not violate or in any way infringe upon the personal or proprietary rights of third parties, including property, contractual, employment, trade secrets, proprietary information, and non-disclosure rights, or any trademark, copyright, or patent, nor will they contain any format, instruction, or information that is inaccurate or injurious to any person, computer system, or machine.
 - 3. Subcontractor has full power and authority to enter into and perform its obligations under this Subcontract; this Subcontract is a legal, valid, and binding obligation of Subcontractor, enforceable against it in accordance with its terms.
- D. Subcontractor is responsible for providing tools and supplies necessary for its employees' performance of work identified within this subcontract and its associated amendments and task orders. Tools will include, but are not limited to the following:
 - a. Hardware (laptop/desktop, monitors, and peripherals)
 - b. Software (MS Office Suite inclusive of Teams)
 - c. Email
 - d. Telephone, inclusive of conference calling services where required

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- e. Industry standard security components, including encryption, antivirus, and backup and recovery tools for work products.
- f. Other tools identified by the client as part of the scope of services provided.
- E. Contractor represents that it shall comply with all terms of the Subcontract and all associated task orders issued hereunder. In addition to Contractor's rights under Article 12, Subcontractor specifically acknowledges that any violation of its representations under this Article 9 or failure to perform under this Article 9 shall be a material breach for which Contractor may, by written notice of default to Subcontractor, terminate the Subcontract in whole or in part. In the event that Contractor considers appropriate, supplies or services similar to those terminated, and Subcontractor will be liable to Contractor for any excess costs for those supplies or services. Subcontractor shall continue the work not terminated.

If this Subcontract is terminated for default, Contractor may require the Subcontractor to transfer title and deliver to Contractor any (1) completed supplies, and (2) partially completed supplies and materials, information, and contract rights that Subcontractor has specifically produced or acquired for the terminated portion of this Subcontract. Upon direction of the Contractor, Subcontractor shall also protect and preserve property in its possession in which the Contractor has an interest. Contractor shall pay the agreed upon Subcontract price for completed supplies and services delivered and accepted.

Article 10 – Tidal Basin's Responsibilities

Tidal Basin shall perform and provide the following in a timely manner:

- A. Provide criteria and information pertinent to Subcontractor's services as to the Client and Tidal Basin's requirements for the project.
- B. Make available to Subcontractor drawings, specifications, schedules, and other information, interpretations and data which are prepared by Tidal Basin, or by others, which is reasonably available.
- C. Request the Client to arrange for access to and to make provisions for Subcontractor to enter upon public and private property as reasonably required for Subcontractor to perform the services.
- D. Give prompt notice to Subcontractor whenever Tidal Basin observes or otherwise becomes aware of any development that affects the scope or timing of Subcontractor's services.

Article 11 – Ownership of Documents

All documents prepared by or for the Subcontractor pursuant to a Task Order issued under this Subcontract belong to the Client and must be turned over to the Client or Tidal Basin upon request. All documents will be turned over in a fully accessible electronic format prior to the contract end.

Article 12 – Suspension and Termination

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- A. Both parties have the right to terminate or suspend performance of all or any part of this Subcontract upon mutual written consent.
- B. Tidal Basin may unilaterally terminate or suspend performance of all or any part of this Subcontract at any time, with or without cause, upon written notice to Subcontractor. Upon receipt of notice, Subcontractor shall terminate or suspend performance of the services on a schedule acceptable to Tidal Basin. Subcontractor's sole remedy shall be payment for services performed in accordance with this Subcontract up to the effective date of termination or suspension.
- C. In addition to the foregoing rights, Tidal Basin may terminate this Subcontract upon written notice in the event of substantial failure by Subcontractor to perform in accordance with this Subcontract or any task order. Unless the Client directs otherwise, Subcontractor shall have five (5) business days from receipt of the termination notice to submit a plan acceptable to Tidal Basin to cure the substantial failure identified by Tidal Basin. Subcontractor may be suspended by Tidal Basin until the submitted plan is approved by Tidal Basin. In the event of such termination, Tidal Basin may complete the services as Tidal Basin deems appropriate, withholding further payment to Subcontractor until the services have been completed or defects have been remedied. If the unpaid balance of Subcontractor's compensation earned to the date of termination exceeds all costs, losses, and damages (direct, indirect, and consequential) sustained by Tidal Basin's completion of the services, such excess will be paid to Subcontractor. If such costs, losses, and damages exceed such unpaid balance, Subcontractor shall pay the difference to Tidal Basin.
- D. Subcontractor may terminate this Subcontract upon written notice in the event of substantial failure by Tidal Basin to perform in accordance with this subcontract. However, Tidal Basin shall have five (5) business days from receipt of the termination notice to submit a plan reasonably acceptable to Subcontractor to cure the substantial failure. In the event of termination, Subcontractor's sole remedy shall be payment for services performed in accordance with this Subcontract up to the date of termination.
- E. Throughout the term of this Subcontract, Subcontractor shall maintain, in a legible and organized format, all information relating to the services. Upon termination of this Subcontract for any reason, Subcontractor will promptly provide to Tidal Basin all information relating to the services, whether completed or in progress, that have been prepare or furnished by Subcontractor hereunder and will reasonably cooperate with Tidal Basin and/or any replacement Subcontractor to facilitate transfer of Subcontractor's responsibilities.
- F. The provisions of this article shall also apply to each individual task order, separate and apart from any other task orders, and without terminating or otherwise affecting this subcontract as a whole.

Article 13 – Confidential Information

A. Subcontractor shall not disclose to anyone, at any time or in any manner, any trade secrets or confidential information which Subcontractor learns as a result of or during the performance of Subcontractor's services to Tidal Basin. Subcontractor shall not disclose confidential

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information to any employees without a need-to-know relating to the project. Any such employee to whom confidential information is disclosed must be advised of the terms of this article and agree, in writing, to abide by the provisions of this article.

- B. The term "confidential information" means all information and data relating to the parties' technology, products, services or other business, in whatever form such information may be disclosed, including, without limitation: (1) product or service information, including designs and specifications, programmatic aids, development plans, patent applications and strategy; (2) marketing information, including lists of potential or existing customers or suppliers, marketing plans and surveys; (3) computer software, including codes, flowcharts, algorithms, architecture, menu layouts, routines, report formats, data compilers and assemblers; (4) financial information, including sales, pricing and revenue information and, if applicable; and, (5) government programmatic information and information concerning the project and its contractors.
- C. All information intended to be confidential information shall be clearly marked "confidential." If confidential information is conveyed orally, the disclosing party shall have five (5) business days to describe the confidential information in a letter, signed by the disclosing party, and deliver the letter to the receiving party.
- D. Confidential information shall not include the following: (1) at the time of receipt by the recipient the information is in the public domain or subsequently enters the public domain without breach of this subcontract by the recipient; (2) at the time of receipt by the recipient, the information is already in the possession of the recipient or already known to the recipient and written notice of such prior knowledge or possession is given to the disclosing party immediately after receipt; (3) the information is independently developed by or for the recipient; (4) the information is received by the recipient from a third party in good faith; (5) the information is disclosed to third parties by the disclosing party on a non-confidential basis; or, (6) the Tidal Basin and Subcontractor mutually agree in writing to alter or change the terms of this subcontract. The burden of proof that confidential information is subject to one of the above exclusions shall be borne by the party claiming such exemption.
- E. Contractor and Subcontractor agree that for three (3) years after receipt of confidential information under this subcontract, or for the duration of a resulting contract, whichever is longer, and in perpetuity for software and information clearly and appropriately marked as a trade secret, such confidential information received from the other party: (1) will only be used for the purpose of the project; (2) will not be disclosed to any third party without prior written approval of the disclosing party; (3) will be treated with at least the same degree of care as the recipient treats its own confidential information, but in no event with less than a reasonable degree of care; (4) will only be copied to the extent necessary for the purpose of the project; and, (5) will remain the property of the disclosing party.
- F. Subcontractor may advertise or reference the project in future engagements without prior written approval from Contractor.

Article 14 – Notices

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Any notices required by this Subcontract shall be made in writing to the addresses specified below:

Tidal Basin Government Consulting, LLC 126 Business Park Drive Utica, NY 13502 Attn:

With copy of notice to via Email:

Subcontractor Address Address Attn:

With copy of notice to via Email:

Article 15 – Force Majeure

- A. Neither Tidal Basin nor Subcontractor shall be considered in default of this subcontract or any task order for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. Circumstances causing non-performance include, but are not limited to, war, riots, other civil disturbances, abnormal weather conditions, floods, earthquakes, fire, epidemics, pandemics, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint and delay in or inability to procure necessary permits, licenses or authorizations from any local, state, or federal agency or department for any of the authorizations, supplies, materials, accesses required to be provided by either Tidal Basin or Subcontractor under this subcontract.
- B. Should such circumstances occur, the non-performing party shall, as soon as reasonably possible, give written notice to the other party, describing the circumstances preventing performance and the efforts being made to resume performance.

Article 16 – Disputes

- A. In the event of a dispute between Tidal Basin and Subcontractor arising out of or related to this Subcontract or any task order, the aggrieved party shall describe in writing the particular issues in dispute to the other party within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.
- B. Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution by arbitration in accordance with the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction.
- C. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

Article 17 – Records

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Subcontractor's financial records pertaining to compensation and payments under this Subcontract shall be kept in accordance with generally accepted accounting principles. Such records shall be subject to audit by Client and Tidal Basin, during normal business hours at Subcontractor's place of business or Subcontractor shall provide a copy of same to Tidal Basin at Tidal Basin's expense. Subcontractor shall keep all such records for at least three (3) years after project completion and shall not dispose of the originals of such records until after thirty (30) days prior written notice to Tidal Basin.

Article 18 – Non-Discrimination

- A. Subcontractor hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable regulations.
- B. Subcontractor affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, marital status, national origin, presence of a disability or sexual orientation. Subcontractor affirms its policy is to treat employees equally with respect to compensation, advancement, promotions, transfers, and all other forms and conditions of employment.

Article 19-Waiver

A waiver by either Tidal Basin or Subcontractor of any breach of this agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with regard to any other or further breach.

Article 20- Severability

The invalidity, illegality or unenforceability of any provision of this agreement or the occurrence of any event rendering any portion or provision of this agreement void shall in no way affect the validity or enforceability of any other portion or provision of this agreement. Any void provision shall be deemed severed from this agreement and the balance of this agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. Tidal Basin and Subcontractor further agree to amend this agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this article shall not prevent this entire agreement from being void should a provision which is of the essence of this agreement be determined void.

Article 21 – Integration

This agreement, including any exhibits and subsequently issued task orders (and their respective attachments, if any) and the Subcontractor's quality assurance and quality control plan, if required, all incorporated by this reference, represents the entire and integrated agreement between Tidal Basin and Subcontractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this agreement. This agreement may be amended only by a written instrument signed by both Tidal Basin and Subcontractor.

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Article 22 – Subcontracting

Subcontractor shall not engage independent consultants, associates or subcontractors to assist in the performance of Subcontractor's services without the prior written consent of Tidal Basin.

Article 23 – Successors and Assigns

Tidal Basin and Subcontractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives, and, in the case of a partnership, its partners, to the other party to this agreement and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party, in respect to all provisions of this agreement.

Article 24– Assignments

Neither Tidal Basin nor Subcontractor shall assign any rights or duties under this agreement without the prior written consent of the other party; provided, however, Subcontractor may assign its rights to payment without Tidal Basin's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this agreement.

Article 25 – Third Party Rights

The services provided for in this agreement are for the sole use and benefit of the Client and nothing in this agreement shall be construed to give any rights or benefits to anyone other than the Client, Tidal Basin and Subcontractor. Subcontractor shall not assign any of its rights hereunder without the prior written consent of Tidal Basin.

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In witness thereof, the parties have caused this subcontract to be duly executed, intending to be bound thereby.



Tidal Basin Government Consulting, LLC

Subcontractor

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Signature

Daniel A. Craig Printed Name

Chief Executive Officer _____

October 6, 2021 Date Signature

Printed Name

Title

Date

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