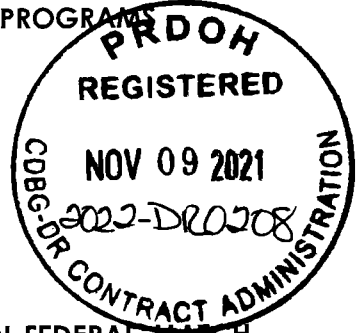




**COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)**

**AGREEMENT FOR  
PROGRAM MANAGEMENT SERVICES FOR NON-FEDERAL MATCH PROGRAMS**

**BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND  
TIDAL BASIN CARIBE, LLC**



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**THIS AGREEMENT FOR PROGRAM MANAGEMENT SERVICES FOR NON-FEDERAL MATCH PROGRAMS**, (hereinafter referred to as the "Agreement") is entered into in San Juan, Puerto Rico, this 8 of November, 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 firm that provides program management services for the implementation of the CDBG-DR Non-Federal Match Program. The Non-Federal Match Program will provide CDBG-DR funds to match the required nonfederal cost share portion of the Federal Emergency Management Agency (FEMA) eligible projects worksheets (PWs). This firm will support PRDOH's objectives of ensuring compliance with all CDBG-DR, HUD and applicable federal and local requirements, rules and regulations, as well as in PRDOH's objectives of the Action Plan, as amended, and adequately coordinating and monitoring all CDBG-DR related activities.

**WHEREAS**, on September 22, 2020, the PRDOH issued Request for Proposals No. CDBG-DR-RFP-2020-04 ("RFP") with CDBG-DR funds. This request was placed through the Registro Único de Subastas (RUS by its Spanish acronym) and the CDBG-DR 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 October 30, 2020, 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:

<b>Attachment A</b>	Notice of Award
<b>Attachment B</b>	Proposal
<b>Attachment C</b>	Scope of Services
<b>Attachment D</b>	Compensation Schedule
<b>Attachment E</b>	Performance Requirements

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<b>Attachment F</b>	Insurance Requirements (DV-OSPA-78-5)
<b>Attachment G</b>	HUD General Provisions
<b>Attachment H</b>	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 **twenty-four (24) months**, ending on November, 8, 20<sup>23</sup>.
- B. Contract Extensions:** PRDOH may, at its sole discretion, extend the Agreement's term for an additional term of **twelve (12) months**, or expressed in days, **three hundred sixty-five (365) days** upon mutual written agreement of the parties.
- C.** The term of this Agreement shall not exceed the lifetime of the initial Grant Agreement between PRDOH and HUD, unless the term of the initial Grant Agreement is extended by HUD, in which case the Agreement shall not exceed said extended period.

## III. SCOPE OF SERVICES

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

## IV. COMPENSATION AND PAYMENT

- A.** The PRDOH agrees to pay the CONTRACTOR for allowable Services rendered under this Agreement in accordance with the rates and amounts described in **Attachment D** of this Agreement.
- B.** The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **EIGHT MILLION FIVE HUNDRED TWENTY- TWO THOUSAND NINE HUNDRED EIGHTY-FIVE DOLLARS AND SIXTY CENTS (\$8,522,985.60)**; Account Number R01I21FEM-DOH-LM / R02I21FEM-DOH-LM / R02I21FEM-DOH-UN 6090-01-000.
- 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.

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- 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**

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

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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

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- 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 RECORDKEEPING

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

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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

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

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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 notwithstanding, any provisions to the contrary herein. This Section will apply in the event of any judgment that may obligate the PRDOH to terminate the Agreement pursuant to Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico.

  
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**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.

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### XIII. PENALTIES AND LIQUIDATED DAMAGES

#### A. Penalties

1. In the event the CONTRACTOR is determined to have engaged in any proscribed conduct or otherwise is in default as to any applicable term, condition, or requirement of this Agreement, at any time following the Effective Date of the Agreement, the CONTRACTOR agrees that, PRDOH may impose 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](http://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, \$100.00 for each calendar day that any task deliverable required is late until deemed in compliance subject to a maximum of \$1,000.00 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

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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

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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

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

#### **XVII. FORCE MAJEURE**

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

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

#### **XVIII. CONFLICTS OF INTEREST**

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

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

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**

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

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

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

## XX. NOTICES

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

To: PRDOH

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

To: CONTRACTOR

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

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## 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

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

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

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**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

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

**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

  
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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.

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

**A.** The PRDOH certifies that the CONTRACTOR was selected as the provider of the services described in this agreement, pursuant to 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.

**XXVII. 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**.

## **XXVIII. 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](http://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.

## **XXIX. 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. part 75.

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

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**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 section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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

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

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

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

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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.

### XXXI.EQUAL OPPORTUNITY

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- 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.

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### **XXXII.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.

### **XXXIII.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:
- Competitively within a timeframe providing for compliance with the contract performance schedule;
  - Meeting contract performance requirements; or
  - At a reasonable price.
- 2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
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- 3) Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include:
- 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.

#### XXXIV. WATER POLLUTION CONTROL ACT

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

#### XXXV. DRUG FREE WORKPLACE

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

#### XXXVI. SUSPENSION AND DEBARMENT

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

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**XXXVII. 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.

**XXXVIII. 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.

**XXXIX. 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.

**XL. 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.

**XLI. 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.

**XLII. 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.

**XLIII. ASSIGNMENT OF RIGHTS**

  
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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.

#### **XLIV. 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.

#### **XLV. 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 Services (Attachment C), the Compensation Schedule (Attachment D), and lastly, the CONTRACTOR's proposal (Attachment B).

#### **XLVI. 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.

#### **XLVII. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS**

##### A. Consolidation or Merger

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

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

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

##### B. Change of Name

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

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

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

#### C. Dissolution

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

### XLVIII. 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.

### XLIX. 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.

#### L. 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.

#### LI. OVERPAYMENT

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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.

**LII. 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.

**LIII. 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.

**LIV. 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**

**TIDAL BASIN CARIBE, LLC**

*William O. Rodríguez Rodríguez*

William O. Rodríguez Rodríguez (Nov 8, 2021 21:37 AST)

**William O. Rodríguez Rodríguez, Esq.,**  
Secretary

*Esrone McDaniels*

Esrone McDaniels (Nov 8, 2021 13:53 AST)

**Esrone McDaniels, MPA**  
Vice President  
DUNS No. 081241711

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GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

# ATTACHMENT A

**Puerto Rico Department of Housing  
Community Development Block Grant Disaster Recovery  
Request for Proposals  
Program Management for Non Federal Match Program  
CDBG-DR-RFP-2020-04**

**NOTICE OF AWARD**

August 19, 2021

Tidal Basin Caribe, LLC  
Mr. Esrone McDaniels  
1236 Business Park Drive,  
Utica, NY 13502

Emcdaniels@tidalbasinrphc.com



**Re: Request for Proposals No. CDBG-DR-RFP-2020-04  
Program Management Services for Non Federal Match Program under Community  
Development Block Grant for Disaster Recovery (CDBG-DR)**

Dear Mr. McDaniels

The Bid Board of the Puerto Rico Department of Housing (the "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 No. 6106), as amended and Article II, Section 2.1 (e) of the Regulation No. 9205 dated August 4, 2020, Procurement Manual for the CDBG-DR Program (Regulation 9205), upon evaluation of the recommendation issued by the CDBG-DR Procurement Division regarding the process for Program Management for Non Federal Match Program No. CDBG-DR-RFP-2020-04 (the RFP-2020-04), including the Evaluation Committee Report dated March 4, 2021 decided to award the RFP-2020-04 to Tidal Basin Caribe, LLC, and Innovative Emergency Management, Inc. two responsible proposers that represents the most advantageous proposals and which process are determined to be reasonable for the services. This award would result in the execution of two contracts:

1. **Tidal Basin Caribe, LLC**, in the amount of \$8,522,985.60 and a two-year term contract with an optional extension of one year.
2. **Innovative Emergency Management, Inc.** for the total amount of \$8,522,985.60 and a two-year contract term with an optional extension of one year.

On October 30, 2020, Tidal Basin Caribe, LLC, submitted a Proposal in response to the the RFP. The following entities also submitted proposals:

**Table 1: Proposals Submission Register**

Submission Order	Proposer Name	Date of Delivery	Time of Delivery
1	ICF Incorporated, L.L.C	10/29/2020	5:17 PM
2	Carrasquillo Engineering Services Group, PSC	10/30/2020	9:48 AM

Barbosa Avenue #606, Building Juan C. Cordero Dávila, Río Piedras, PR 00918 | P.O. Box 21365 San Juan, PR 00928-1365  
Tel: (787)274-2527 | www.vivienda.pr.gov

3	Barquin International Corporation	10/30/2020	10:29 AM
4	Hagerty Consulting	10/30/2020	1:13 PM
5	JACOBS	10/30/2020	1:24 PM
6	Plexos Group	10/30/2020	2:35 PM
7	Grupo Atabaya	10/30/2020	3:14 PM
8	Tidal Basin Caribe, LLC	10/30/2020	3:32 PM
9	Innovative Emergency Management, Inc	10/30/2020	3:34 PM
10	Brenda Marrero & Associates Inc	10/30/2020	3:47 PM

The Proposals were evaluated by an Evaluation Committee appointed by virtue of Administrative Order No. 20-45 dated November 12, 2020. During the evaluation, the members of the Evaluation Committee considered requirements set forth in Sections 5 and 6 of the RFP. Initial evaluation encompassed the mandatory requirements stated in Section 5.1 of the RFP. Those Proposers that fulfill these requirements were evaluated for qualifications and work approach requirements.

The Evaluation Committee performed an evaluation of the Proposals based on the criteria stated in the RFP-2020-04. Those Proposers that fulfill Mandatory Requirements were evaluated for qualifications and work approach requirement established in Section 6.2 and 6.3 of the RFP. After completing this stage of the evaluation process, the Evaluation Committee determined whose Proposers obtained 70 points in the evaluation of the qualifications and work approach requirements. Once the technical evaluation of the Proposals was completed, the Evaluation Committee recommend the Qualified Proposer with the Proposal, conforming to this RFP, obtained the highest Best Value.

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

**Table 2: Proposals Evaluation Summary**

PROPOSER	MAND. REQ.	QUALIF. C. PTS	WORK APP. PTS	PROP. SCORE	OVER. TECH.	QUALIFIED	COST PROPOSAL	COST PROPOSAL POINTS	TOTAL PTS
ICF Incorporated, LLC	Pass	27.73	57.16	0	84.89	Yes	\$17,659,901.28	21.71	106.66
Carraquilla Engineering Services Group, PC	Pass	21.89	39.63	0	61.52	No	N/A	N/A	N/A
Barquin International Corporation	Pass	25.33	45.17	5	75.5	Yes	\$15,476,520.00	24.77	100.27
Hagerty Consulting, Inc.	Pass	25.57	41.73	0	67.3	No	N/A	N/A	N/A
JACOBS Puerto Rico, Inc.	Pass	32.63	46.52	0	79.15	Yes	\$17,863,413.60	21.46	100.61
Plexos Group, LLC	Pass	31.26	55.9	0	87.16	Yes	\$10,969,466.14	34.94	122.1
Grupo Atabaya	Fail	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Tidal Basin Caribe, LLC	Pass	30.64	58.04	0	88.68	Yes	\$10,952,028.00	35	123.68
Innovative Emergency Management, Inc.	Pass	33.43	57.23	0	90.66	Yes	\$14,323,876.19	26.76	117.42
Brenda Marrero & Associates, Inc.	Fail	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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Tidal Basin Caribe, LLC (Tidal) passed the mandatory requirements evaluation of this RFP. For the qualifications requirements, Tidal was evaluated and obtained a score of 30.64 points. In the work approach evaluation, the Proposer obtained a score of 58.04 points. Related to the Bonus for Section 3 Business Concern and M/WBE Preference points, the Evaluation Committee did not award any points. To be considered a "Qualified Proposer" the Proposer must obtain a score greater or equal to 70 points in the evaluation of qualifications and work approach. Tidal obtained a total score of 88.68 technical points. Consequently, Tidal was considered Qualified and the Evaluation Committee continued the evaluation of the Cost Proposal.

According to the Evaluation Committee Report, Tidal Basin Caribe, LLC obtained the highest total proposal score of 123.68 points. The Evaluation Committee recommended negotiations to allow Qualified Proposers to revise their Cost Proposals to maximize the PRDOH ability to obtain the best possible offer, based on the requirements of the RFP.

After the Qualified Proposers submitted their BAFO, each Qualified Proposer's Cost Proposal Points was revised according to the formula established in Section 9.3 of the RFP. This calculation was performed to obtain the Revised Total Proposal Points. **Table 3** reflects the results considering the Revised Cost Proposals with the Revised Cost Proposal Points.

**Table 3: Revised Cost Proposal, revised Cost Proposal Points and Revised Total Proposal Points**

Proposer	Total Technical Points	Revised Cost Proposal	Revised Cost Prop. Points	Total Proposal Points
Tidal Basin Caribe, LLC	88.68	\$9,991,925.52	35	123.68
Innovative Emergency Management, Inc.	90.66	\$11,562,762.48	30.25	120.91
PLEXOS GROUP, L.L.C.	87.16	\$11,760,393.07	29.74	116.90
Barquin International Corporation	75.5	\$10,573,416.00	33.08	108.58
ICF Incorporated, L.L.C.	84.89	\$16,127,958.00	21.68	106.57
Jacobs Puerto Rico Inc.	79.15	16,951,391.52	20.63	99.78

The Procurement Division compared proposed revised labor rates average per resource position including overhead and profit percentages, as submitted by the Qualified Proposers in the revised Cost Proposals. After the comparison was completed, the Procurement Division concluded that Tidal Basin Caribe, LLC and Innovative Emergency Management, Inc. cost proposals were reasonable for the services.

Given the Evaluation Committee's recommendation and pursuant to CDBG-DR Procurement Division's recommendation in accordance with the terms and conditions of the RFP, the Bid Board has determined to issue the award to:

- **Tidal Basin Caribe, LLC**, for the total amount of \$8,522,985.60 and a two year term contract with an optional extension of one year. The Proposer will be compensated based on hours worked and hourly rates for each staff, as identified the Scope of Services.
- **Innovative Emergency Management, Inc**, for the total amount of \$8,522,985.60 and a two year term contract with an optional extension of one year. The Proposer will be

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compensated based on hours worked and hourly rates for each staff, as identified in Scope of Services.

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

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

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

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

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

Sincerely,



**Melissa Almodóvar Suárez, Esq.**

Procurement Director  
CDBG-DR Program  
cc:

Mrs. Adalgisa Polanco Reyes  
Secretary, Bid Board

I hereby certify that this notice of award was delivered to all Proposers listed in Exhibit II.  
Receipt Number: 7019 1640 0001 1241 9604

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## 6.3 WORK APPROACH

### 6.3.1 UNDERSTANDING OF THE CDBG-DR NON-FEDERAL MATCH PROGRAM

Tidal Basin’s approach to the program management of Puerto Rico’s CDBG-DR Non-Federal Match Program is built upon our local expertise, experience working alongside PRDOH, and previous delivery of both CDBG-DR and FEMA programs on the island. Essential to the success of the Non-Federal Match Program is a deep understanding of both FEMA and HUD recovery programs, and Tidal Basin will draw from its team of highly qualified experts in CDBG-DR, FEMA Public Assistance, and HMGP to support the success of this program.

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The ability to use CDBG-DR funds as match, especially as flexible match, presents both a great opportunity as well as unique challenges for eligible entities on the island.

While there is an immense need for resources to cover local match obligations, layering the requirements of two distinct federal agencies and funding streams can put an intense burden on subrecipients who will be required to implement compliant projects. We recognize that this challenge will be faced by as many as 1,300+ recipients and subrecipients for more than 15,000 projects.

As the Program Manager for NFMP, The Tidal Basin Team approaches this program with five main priorities in mind:

#### **SUBRECIPIENT MANAGEMENT AND KNOWLEDGE TRANSFER**

We understand that PRDOH will enter into subrecipient agreements with each entity, outlining the match payment process, payment terms, and other requirements. A project of this scale requires organization and systems to secure positive and compliant outcomes for the subrecipients. **Tidal Basin will use a two-pronged approach for ensuring subrecipient success: comprehensive training and advanced back-end systems.**

First, we will implement a comprehensive training and outreach strategy so that eligible subrecipients understand the key components of this program: what these match funds are, how they can be used, and the requirements and limitations associated with CDBG-DR match funding.

Second, we use our proprietary software to keep organized and transparent records of all documentation and subsequent review and funding determinations.

## COMPLIANCE

The Tidal Basin Team recognizes, and has experience in resolving, the unique compliance challenges that mixed-funded projects entail. Layering CDBG-DR requirements on top of FEMA programs presents complexities in both regulatory compliance as well as grant administration. We will work hand-in-hand with subrecipients to ensure all CDBG-DR program requirements are met.

This work includes assistance with environmental review to ensure FEMA reviews are sufficient to be adopted by HUD. HUD requirements may include contract review and amendments to include additional CDBG-DR requirements such as Section 3, and national objective documentation. Depending on the activity identified for match, subrecipients may need to revisit beneficiaries to collect additional data that may not have been collected up front for FEMA to verify national objective. Our team of experts has experience in identifying and addressing these compliance challenges, as outlined in our work approach below. Our team will also implement QA/QC and compliance procedures to ensure there is sufficient documentation to demonstrate this compliance to any reviewers or auditors from PRDOH, HUD, or OIG, as illustrated in our work approach below.

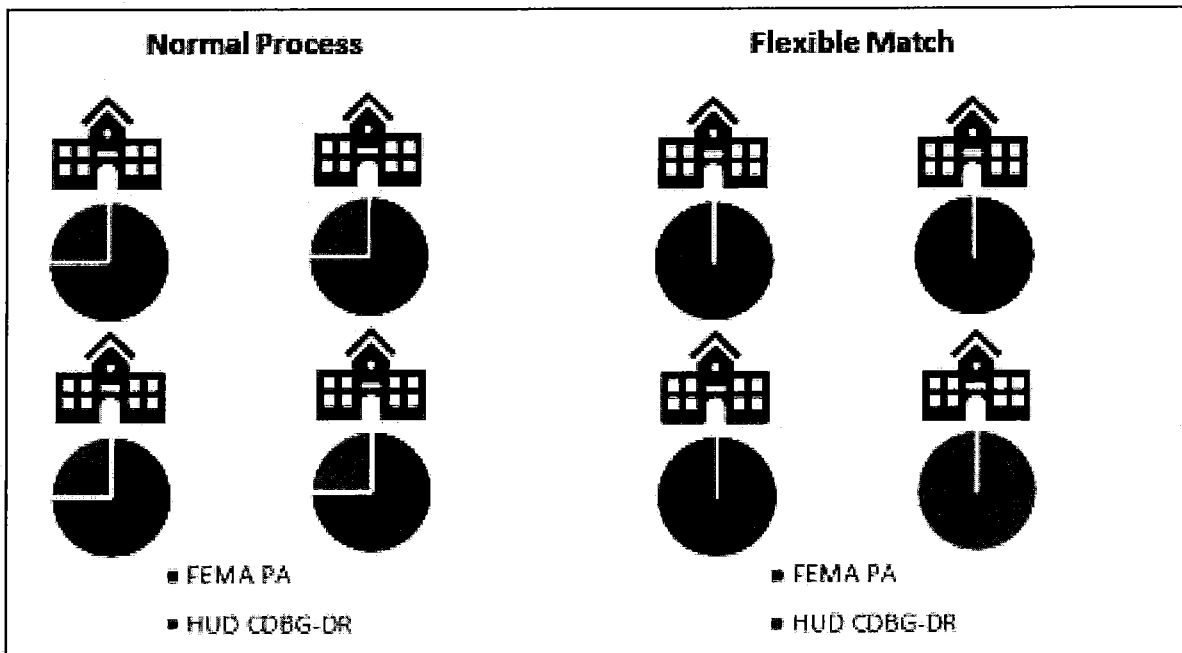
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ADDITIONALLY, AS THE PROCESS EVOLVES, WE WORK WITH ELIGIBLE SUBRECIPIENTS TO IDENTIFY AND PRIORITIZE ELIGIBLE CONTRACTS AND COSTS SUCH AS ARCHITECTURE AND ENGINEERING OR DESIGN WITHIN THEIR FEMA PROJECT WORKSHEETS. STRATEGICALLY TARGETING THESE COSTS ENABLE SUBRECIPIENTS TO SPEND THEIR CDBG-DR MATCH FUNDS EARLY ON IN PROJECTS, AND DO NOT TRIGGER ADDITIONAL REQUIREMENTS, SUCH AS DAVIS BACON, AS WOULD A CONSTRUCTION ACTIVITY

## STRATEGIC USE OF CDBG-DR FUNDS

The match program presents PRDOH and potential subrecipients a unique opportunity to leverage federal funds as a “flexible match.” Tidal Basin’s Team of key staff and SMEs will partner with PRDOH and its subrecipients to identify strategic uses of these match funds, uses which encourage timely expenditure of funds with minimal compliance hurdles. We understand PRDOH’s goal to target completed, smaller projects, for which Tidal Basin can efficiently review for existing FEMA documentation for eligible match opportunities.



**Example: Single Project with Four (4) Sites**

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*SOURCE: "Implementation Guidance for Use of Community Development Block Grant Disaster Recovery Funds as Non-Federal Cost Share for the Public Assistance Program"*

**ALL-ISLAND SOLUTIONS**

Throughout the process of intake, project review, and prioritization, the Tidal Basin Team balances the need for efficiency and timely expenditures with an approach that benefits subrecipients across the island with varying levels of CDBG-DR experience. We recognize that in order to achieve the maximum assistance to beneficiaries across the island, it may take additional technical assistance and individual support to ensure smaller subrecipients with less experience and less developed projects can access and utilize these match funds in a compliant manner. We have factored in the importance of equity throughout our work approach to ensure eligible (or in some cases "almost-eligible," pending additional assistance) projects have an equal opportunity to access these funds, regardless of sophistication with federal programs.

**EXPEDITIOUS REVIEWS AND PAYMENTS**

The NFMP, in particular the PA match portion of the Program, supports the recovery efforts of a wide range of public entities across Puerto Rico. All match payments will be dependent on verification that work is CDBG-DR eligible and that adequate supporting documentation is maintained in the data

system. Tidal Basin recognizes that timeliness is vital to the success of any CDBG-DR program, as these HUD funds have an expiration date. Our management team will identify and manage resources to ensure prompt and efficient review of documentation and processing of match payments. The FEMA PA match will be the largest of the cost share programs in terms of volume and reviews. Our ability to surge our staff with trained, qualified, mostly local candidates is a key benefit to PRDOH. Our subtask management and resource management plans below detail our approach to achieve this timely expenditure of funds.

### 6.3.2. SUB-TASK MANAGEMENT

Broken out by task, the management plan identifies core challenges, along with the key advantages as to why our team is best positioned to implement the necessary solutions that will drive each task, and subsequently the program, forward.

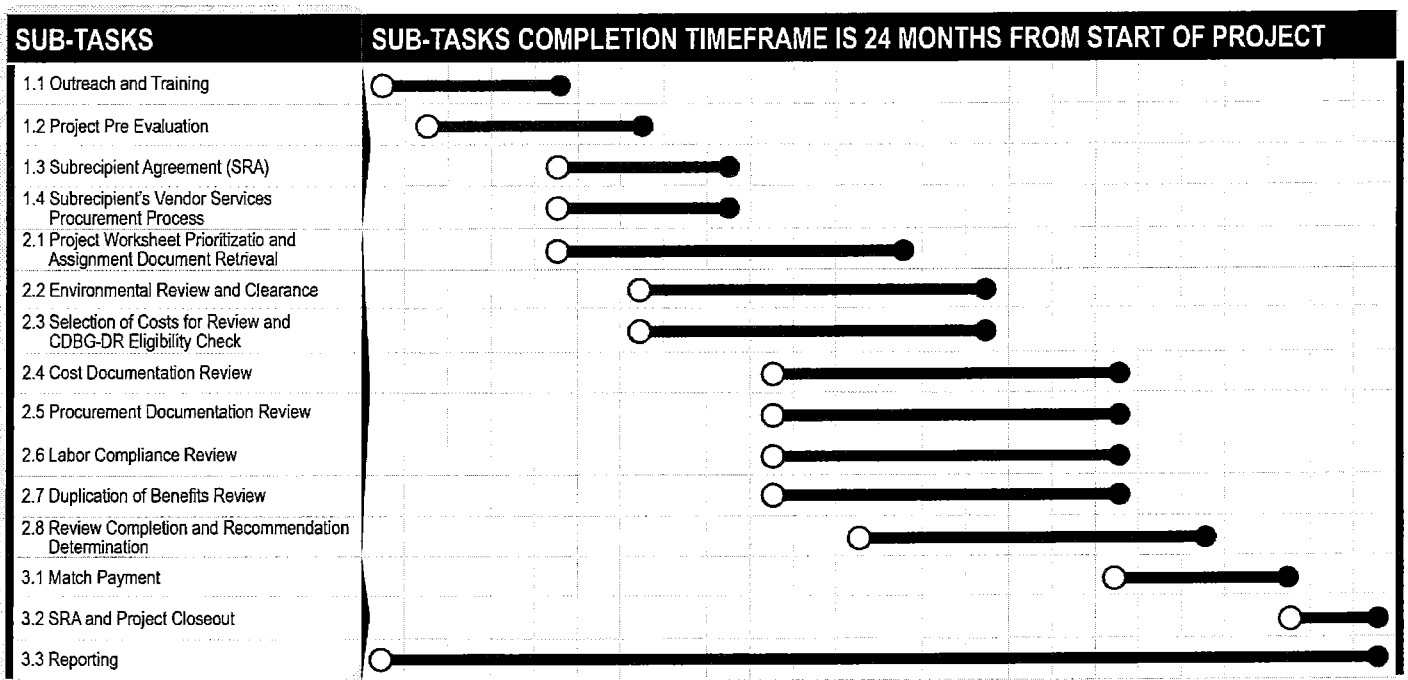
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### FEMA PUBLIC ASSISTANCE (PA) PROJECT TASKS

Included on the following page is a timeline depicting the durations for each sub-task over a 24-month period. On the pages following the timeline, we describe the activities, deliverables, timeframes, challenges, key staff, and our Tidal Basin Team advantage associated with each sub-task.

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## FEMA PA Public Assistance Project Tasks



PRDOH 210 1

## SUB-TASK 1.1 OUTREACH & TRAINING

<p><b>ACTIVITIES</b></p> <ul style="list-style-type: none"> <li>› Develop and implement outreach strategy</li> <li>› Coordinate initial presentations for potential subrecipients</li> <li>› Intake for potential subrecipients</li> <li>› Additional outreach as needed</li> </ul>	<p><b>DELIVERABLES</b></p> <ul style="list-style-type: none"> <li>› Presentations to potential subrecipients</li> <li>› Registrations of potential subrecipients</li> <li>› Assist in development of training materials</li> </ul>	<p><b>TIMEFRAME</b></p> <p>Initial outreach and training to take place within the first 60 days. Additional trainings to be developed as needs arise.</p>
<p><b>CHALLENGES</b></p> <ul style="list-style-type: none"> <li>› Coordination of outreach and presentations with other PRDOH CDBG-DR and FEMA programs, and the technical assistance provided by PM’s and Technical assistance providers serving other programs</li> <li>› Development of trainings that speak to varied skill sets, scopes, and projects in different stages of development and implementation</li> <li>› Development of trainings that effectively train agencies and sub-recipients on the inherent complexities of non-federal match implementation</li> <li>› Obstacles to in-person trainings and meetings due to COVID-19</li> </ul>		
<p><b>OUR APPROACH</b></p> <p>The education of potential sub-recipients on the existence of the Program and its requirements is critical to a smooth roll-out. Tidal Basin’s Outreach/Training coordinator and team are prepared to deploy our knowledge and experience with communities in Puerto Rico to access and coordinate trainings for all agencies and potential sub-recipients who may need or benefit from the Non-Federal Match program. We will work with PRDOH to coordinate and assist in development of targeted trainings that teach entities the specifics on identification of existing or future recovery projects that are eligible for non-federal match, additional regulatory requirements, and project and application development. Our team will identify who and when additional regulatory training is required, specifically regarding Duplication of Benefits, Procurement, Davis-Bacon, or the Uniform Relocation Act, and coordinate the delivery. In addition, we are prepared to identify the need for and develop training materials and templates to assist agencies and sub-recipients to develop and implement Match compliant programs. Informing potential subrecipients of program requirements is critical from the start. Potential subrecipients have already aligned their projects with FEMA regulations and may need to consider whether an additional layer of regulatory framework aligns with the project. Tidal Basin will explain where CDBG-DR and FEMA regulations are redundant and where CDBG-DR presents more requirements.</p>		
<p><b>KEY STAFF SUPPORTING THIS SUBTASK</b></p> <ul style="list-style-type: none"> <li>› Ian Carlo Serna, Program Manager</li> <li>› Eliezer Collazo, Deputy Program Manager</li> <li>› Victor Crespo, Outreach/Training Coordinator</li> </ul>	<p><b>THE TIDAL BASIN TEAM ADVANTAGE</b></p> <ul style="list-style-type: none"> <li>› Staff experienced in the coordination and development of training and materials that are responsive to ADA and LEP requirements</li> <li>› Industry experts in FEMA funding, CDBG-DR, CDBG-MIT, and Non-federal match programs</li> <li>› Staff with demonstrated ability at providing technical assistance</li> <li>› Experience in delivering web-based/virtual trainings and public hearings/outreach</li> </ul>	

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## SUB-TASK 1.2 PROJECT PRE-EVALUATION

<b>ACTIVITIES</b> <ul style="list-style-type: none"> <li>› Preliminary review of every PW</li> <li>› Coordinate with subrecipients for documentation</li> <li>› Procurement reviews</li> <li>› Record data in System of Record</li> </ul>	<b>DELIVERABLES</b> <ul style="list-style-type: none"> <li>› PW reviews</li> <li>› Procurement package reviews</li> <li>› System of Record data updates</li> </ul>	<b>TIMEFRAME</b> Contingent on the size and completeness of the PW; multiple PWs can be reviewed in a day
<b>CHALLENGES</b> <ul style="list-style-type: none"> <li>› Complexity and size of PW packages which could require lengthy review times</li> <li>› Coordinating, managing, and tracking hundreds of sub-recipient PW packages</li> <li>› Potential need for extensive sub-recipient technical assistance</li> </ul>		
<b>OUR APPROACH</b> Project pre-evaluation for Puerto Rico’s Non-Federal Match Program is a significant undertaking, for which the Tidal Basin’s Eligibility and IT teams have identified streamlining tools. Key to streamlining is the ability to prioritize PW evaluations based on sub-recipient preparedness, PW package completeness, and project size. We will coordinate with PRDOH and COR3 to acquire sub-recipient policy, procedure, and project data. We will utilize the sub-recipient data in Tidal Basin’s proprietary tool to organize PW reviews, enabling expeditious initial reviews and the managing of efficient workflows for project, budget, policy reviews and technical assistance.  Tidal Basin’s eligibility analysts will conduct procurement package reviews against the sub-recipient’s, and PRDOH’s 2 CFR 200 compliant procurement policies, in addition to project and budget reviews for CDBG-DR compliance. The eligibility and outreach teams will coordinate with the sub-recipients, and their technical assistance providers, where available, to provide the necessary technical assistance. Our priority is to provide expeditious assistance and equitable distribution.		
<b>KEY STAFF SUPPORTING THIS SUBTASK</b> <ul style="list-style-type: none"> <li>› Eliezer Collazo, Deputy Program Manager</li> <li>› Eligibility Managers and Analysts</li> <li>› Administrative Assistants</li> <li>› Alyssa Girald, IT Consultant (as needed)</li> </ul>	<b>THE TIDAL BASIN TEAM ADVANTAGE</b> <ul style="list-style-type: none"> <li>› Staff expertise on PW reviews and sub-recipient technical assistance</li> <li>› Tidal Basin proprietary prioritization tool</li> <li>› Innovative team experienced in delivery of large-scale PA programs; team members have managed over 25,000 PWs simultaneously</li> </ul>	

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## SUB-TASK 1.3 SUBRECIPIENT AGREEMENT (SRA)

<b>ACTIVITIES</b> <ul style="list-style-type: none"> <li>› Support for writing the subrecipient agreement and obtaining signatures</li> <li>› Upload SRA to System of Record</li> </ul>	<b>DELIVERABLES</b> <ul style="list-style-type: none"> <li>› Drafts of subrecipient agreement</li> <li>› Signed agreements</li> </ul>	<b>TIMEFRAME</b> Up to one week to finalize scope, schedule, and budget, depending on project status
<b>CHALLENGES</b> <ul style="list-style-type: none"> <li>› Sub-recipients inexperienced in contract development and management</li> <li>› Sub-recipients inexperienced in the use of PRDOH’s system of record</li> </ul>		

<p><b>OUR APPROACH</b> Tidal Basin’s eligibility and outreach team will coordinate with PRDOH and each sub-recipient to make sure that the Sub-recipient Agreements (SRA) reflect the required data, project, and budget information and they contain all required documents. Our team will provide quality control and assurance of the SRAs, and will support Sub-recipients, as needed, to gather all contractual requirements and upload executed copies to PRDOH’s system of record.</p>	
<p><b>KEY STAFF SUPPORTING THIS SUBTASK</b></p> <ul style="list-style-type: none"> <li>› Eliezer Collazo, Deputy Program Manager</li> <li>› Victor Crespo, Outreach/Training Coordinator</li> <li>› Eligibility Managers and Analysts</li> </ul>	<p><b>THE TIDAL BASIN TEAM ADVANTAGE</b></p> <ul style="list-style-type: none"> <li>› Tidal Basin team staff expertise in the management and development of hundreds of subrecipient agreements</li> </ul>

**SUB-TASK 1.4 SUBRECIPIENT’S VENDOR SERVICES PROCUREMENT PROCESS**

<p><b>ACTIVITIES</b></p> <ul style="list-style-type: none"> <li>› Provide assistance to subrecipients on procurement documents, including cost reasonableness</li> <li>› Technical assistance for M/WBE and Section 3 compliance</li> <li>› Issue contract consent authorizations to subrecipients</li> </ul>	<p><b>DELIVERABLES</b></p> <ul style="list-style-type: none"> <li>› Procurement compliance reviews</li> <li>› Contract consent authorizations</li> </ul>	<p><b>TIMEFRAME</b></p> <p>Contingent upon the complexity and completeness of procurement packages and documents, and technical assistance required; analysts could review multiple procurement packages in a day</p>
<p><b>CHALLENGES</b></p> <ul style="list-style-type: none"> <li>› Coordinating, tracking, and reviewing hundreds of procurement packages</li> <li>› Need for reviews to be conducted expeditiously to avoid program bottlenecks</li> <li>› Potential need for extensive technical assistance</li> </ul>		
<p><b>OUR APPROACH</b> The Tidal Basin eligibility analysts utilizes standardized forms and checklists to execute thorough quality completeness and compliance reviews of all procurement packages on a rolling basis. Technical assistance will be provided, as needed, to make sure packages are complete and accurate, for a rapid approval once the packages are received by PRDOH. The team will utilize procurement analysts with expertise in local sub-recipient procurement policies in order to expedite procurement package reviews.</p> <p>The Tidal Basin Team continues to assist the sub-recipients throughout the procurement processes, pointing them in the direction of the robust Section 3 and MWBE resources developed by PRDOH, and providing individual assistance, as needed, to maximize participation of Section 3 and MWBE businesses.</p>		
<p><b>KEY STAFF SUPPORTING THIS SUBTASK</b></p> <ul style="list-style-type: none"> <li>› Eligibility Managers and Analysts</li> </ul>	<p><b>THE TIDAL BASIN TEAM ADVANTAGE</b></p> <ul style="list-style-type: none"> <li>› Experience with PRDOH and CDBG procurement regulations</li> </ul>	

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## ATTACHMENT C

### SCOPE OF SERVICES

#### NON-FEDERAL MATCH PROGRAM

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##### 1. Introduction and Overview<sup>1</sup>

The services considered in this Scope of Services will serve to address the CDBG-DR initiatives, goals, and regulations applicable to the Non-Federal Match Program (**NFMP** or **Program**) including Federal Register Notices 83 FR 5844 and 83 FR 40314. The Program Manager (**PM**) must be familiar with the Department of Housing and Urban Development (HUD)'s latest acronyms, glossary, laws, policies, guidelines and design standards applicable to this Scope of Services. The PM is fully responsible for determining if the aforementioned information has been revised or updated. A detailed description of the CDBG-DR programs is included in the Action Plan. A complete copy of the Action Plan is available at [www.cdbg-dr.pr.gov/action-plan](http://www.cdbg-dr.pr.gov/action-plan).

All general policies for the administration of CDBG-DR funds as described in the most current Action Plan, are applicable to this agreement. This document defines the program management tasks that the PM must perform in order to support PRDOH in the implementation and administration of the CDBG-DR Non-Federal Match Program under the Infrastructure sector. PMs are required to become familiarized with all documentation for the program available at PRDOH's CDBG-DR website (<https://www.cdbg-dr.pr.gov/en/programs/infrastructure/>). Each PM is responsible for reviewing requirements for the CDBG-DR program and becoming aware of subrecipients eligibility requirements and the eligible projects allowed under each CDBG-DR Infrastructure Program.

The PRDOH reserves the right to partially retain program management services internally, and distribute services required among PMs in the manner PRDOH understands reasonable, without any particular services distribution guaranteed to any Program Manager. PRDOH reserves the right to conduct any additional procurement processes deemed necessary to complete the required services. PRDOH may consider any amendments necessary to extend the services here described under contract, considering budget availability and the need of additional services.

In this Program, CDBG-DR funds are used to match the required non-federal cost share match portion of FEMA-eligible project worksheets (**PWs**). CDBG-DR funds may not be used to expand a project beyond what is approved by FEMA in a PW. Additionally, the project must implement a CDBG-eligible activity and meet a HUD national objective: Benefit to Low- and Moderate-Income Persons (**LMI**), Aid in the Elimination of Slums or Blight (**SB**) or Urgent Need (**UN**). The project must also comply with all applicable rules and regulations, to include Davis-Bacon, Section 3, Section 504, procurement, environmental review and all other CDBG-DR, cross-cutting, applicable local statutes, rules, and regulations. All Program payments will be reimbursed based on actual costs incurred and will be categorized under the corresponding national objective (LMI, UN, SB).

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.

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<sup>1</sup> The Scope of Services included in Addendum #3 for the Request for Proposals CDBG-DR-RFP-2020-04 has been reformatted for contract purposes. The information contained in the Scope of Services remains the same as the document originally published.

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

**1.1. Non-Federal Match Program (NFMP) – FEMA Public Assistance (PA)**

Provides the non-federal cost share primarily for the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program. Services required under this scope are to cover the FEMA Public Assistance part of the Non-Federal Match Program. The FEMA PA Program projects may receive match payments following one of these two different match approaches: the Standard Match Approach, which will require review and compliance with CDBG-DR requirements of each project individually to provide their corresponding cost share match payments; or the Flexible Match Approach, which allows for the Non-Federal Match Program to provide the required match payment globally, taking into consideration a group of projects by validating the required cost share percentage through CDBG-DR compliance of 100% of selected projects within a group. The tasks described in the Scope of Services document cover both approaches.

The NFMP, includes the Individual Assistance (IA) Match Program which will not require services under this scope of work. The IA Match Program will primarily fund the non-federal cost share of FEMA's Transitional Sheltering Assistance (TSA) Program, in which FEMA paid for the costs of hotel stays for evacuated Puerto Ricans after hurricane Irma and María. In the future, PRDOH may also consider the viability of matching the non-federal cost shares of other federal grant-in-aid programs.

The overall project base for FEMA PA alone includes more than 11,000 projects among approximately 681 potential subrecipients. The development of new projects is directly dependent on FEMA's project evaluation and implementation, and not under PRDOH, the Central Recovery and Reconstruction Office of Puerto Rico (COR3) or HUD control. FEMA projects covered under the Non-Federal Match Program include project types considered by FEMA as Small, Large, and Section 428 Projects, among FEMA Categories A through G.

**1.2. Hazard Mitigation Grant Program (HMGP) – Global Match**

The Hazard Mitigation Grant Program (HMGP) falls under the direction of the Office of the Governor's Authorized Representative (GAR) and is the responsibility of the State Hazard Mitigation Officer (SHMO) to implement. The SHMO is tasked with the review of all sub-applications received for HMGP funding of projects, provide technical assistance of the HMGP program to sub-applicants to support application development and implementation of FEMA HMGP projects. By federal statute, HMGP funds require a minimum 25% non-federal cost share match. Projects are often implemented and managed by the recipient at the sub-grant level, meaning that each individual sub-grant requires a minimum 25% non-federal funding to meet the cost share requirement for the grant itself. As this often creates a financial burden for subrecipients, the Government of Puerto Rico will implement a Global Match Strategy for current HMGP allocations. For subrecipients, the result is 100% funding of both COR3 HMGP and the Global Match HMGP projects transferred to PRDOH, eliminating the need to identify a separate non-federal source of funding for the required cost share. Both sets of projects are tracked for compliance with all HMGP and HUD requirements through a collaborative partnership between PRDOH and COR3.

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Relative to the Global Match program, as PRDOH is designated as the Grantee of all CDBG-DR and CDBG-Mitigation (CDBG-MIT) funds from HUD, it will work in partnership with COR3 /SHMO to coordinate efforts to administer the implementation and programmatic oversight of the projects of the HMGP Global Match program. As the Grantee of HUD's funding, PRDOH has the ultimate responsibility to ensure any funding distributed to subrecipients is compliant with HUD program specific requirements. PRDOH will perform a review on all potential Global Match project applications referred by COR3/SHMO for compliance with PRDOH policies, procedures and overall HUD eligibility requirements.

Under this scope of services, the NFMP Program Manager (NFMP PM) will be responsible for the review and necessary coordination of potential FEMA HMGP Projects to be attended by PRDOH under the Global Match approach. The NFMP PM is expected to complete all evaluation processes for each of the projects until the preparation of a Global Match Project application under PRDOH, as further described in the Tasks Section of this scope of services. Once the Global Match project has reached and completed the project application phase, the project may be transferred to another Program Manager for implementation. All Program Managers are expected to work in full coordination with one another in the benefit of successful project development and implementation. Should PM services be required by the NFMP PM during the Global Match project implementation phases, the cost for these services will be based on the standard proposed rates as agreed upon under this contract.

For this contract, combining all possible project types and categories, a maximum of 5,000 projects among a maximum of 700 subrecipients are considered. For FEMA PA, the quantity of projects to be reviewed as described in this document will vary depending on the match approach applied. Costs associated with tasks described in this document are established and adjusted to the actual match approach applied to each project, under each subrecipient.

## **2. Contract Term**

The term for which services are required is two (2) years, which may be extended up to one (1) additional year.

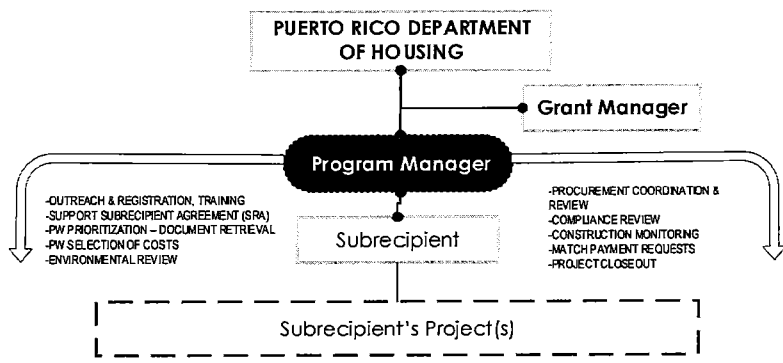
The NFMP PM must clearly understand that not all projects to be finally completed under the Non-Federal Match Program are to be requested and contracted under scope of work. The PRDOH, in coordination with HUD, will ultimately determine the final reach of the Non-Federal Match Program, based on fund availability, feasibility of tasks, FEMA's project progress and development, and any other determining factor.

## **3. Program Management Structure**

The following figure represents the program management structure to be implemented for the Non-Federal Match Program for FEMA PA and HMGP Projects:

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#### 4. Staff Requirements, Roles and Responsibilities

From this point forward, this SOW will refer to the Non-Federal Match program as the "Program". It is important to establish that this SOW is considering that the NFMP PM will cover both the Public Assistance and Hazard Mitigation Grant Programs.

This section details the program management staff that the NFMP PM must retain in order to support PRDOH in the implementation and management of the Program. The NFMP PM will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this contract by the Key Staff.

##### 4.1. Staff Requirement

The NFMP PM shall have or will secure, at its own expense, all personnel required to perform the services as described in this Scope of Work. Key Staff are resources who must be ready to begin working within two weeks after the contract execution date, who are expected to work throughout the term of the contract, and who are required to be on site throughout the duration of the contracted services. PRDOH expects the NFMP PM to provide competent and fully qualified staff who are authorized and/or permitted under federal, state and local law to perform the scope of services under this contract.

The PRDOH reserves the right to request the removal of any staff not performing to standards in terms of qualifications, service completion, ethics, or any aspect of the staff's services performance. The participation of any resource will require a written authorization from the PRDOH before they can commence work. No personnel may be assigned to the resulting contract without the written consent of the PRDOH, therefore any service performed without PRDOH's written authorization cannot be invoiced and will not be reimbursed.

##### 4.1.1. Staff Experience and Qualifications

Staff members whose professional references are required are Key Team Members. The NFMP PM shall provide detailed information about the experience and qualifications of the Key Team Members to be assigned, including degrees, certifications, licenses and years of relevant experience. The NFMP PM shall specifically identify resources currently employed by them who are serving as Key Team Members. This includes the NFMP PM's own staff and staff from any subcontractors to be used. The NFMP PM should demonstrate that its staff (and/or subcontractor's staff) meets the desired requirements listed

below and has the necessary experience and knowledge to successfully implement and perform the tasks and services. Any changes to the approved Key Staff must be requested in writing to the PRDOH and should be supported by the proposed staff's evidence of the required experience and qualifications.



**4.1.2. Organizational and Staffing Plan**

The NFMP PM shall submit to the PRDOH an initial organizational chart detailing the identity of each staff (whether employed by the NFMP PM or a subcontractor) who shall perform any program management service required for the implementation of the Program. The organization and staffing plan shall specifically include the required number of personnel, role and responsibilities of each person on the program, name of the resource(s) or subcontractor(s), their planned level of effort, their anticipated duration of involvement, and their on-site availability. The NFMP PM should demonstrate their ability to adequately staff and scale each functional area to maintain agreed upon service levels throughout the life of the Program. Positions considered as Key Staff, and positions considered as Key Team Members for which credentials describe above are required, as specified below. Any changes to the approved Staff must be requested in writing to the PRDOH and should be supported by the proposed staff's evidence of the required experience and qualifications.

Title	Requirements	Roles & Responsibilities
Program Manager [Key Staff – Key Team Member]	<ul style="list-style-type: none"> <li>+ Must have a bachelor's degree or higher education in Planning, Engineering, Architecture, Project Management, or similar degree.</li> <li>+ Must have at least ten (10) years of experience as a Program Manager, including at least five (5) years of specific experience federally funded program or project management.</li> <li>+ Must have fluent verbal and written communication skills.</li> </ul>	<ul style="list-style-type: none"> <li>+ Act as point of contact between the PRDOH and/or its authorized representative, the COR3 POC, the State Hazard Mitigation Officer (SHMO), and Subrecipient(s) officials for highly sensitive issues.</li> <li>+ Lead coordination and control over execution of all program's activities.</li> <li>+ Assist and report to PRDOH or its authorized representative on overall and specific programs activities.</li> <li>+ Monitor program performance status and establish necessary tools for control over programs results.</li> <li>+ Participate in the development and implementation of strategies to successfully obtain program objectives.</li> <li>+ Lead, coordinate and evaluate performance of all staff and subcontractors under Program Manager direct and indirect supervision.</li> <li>+ Lead and manage the coordination of activities for controlling schedule, budget and scope of programs.</li> <li>+ Lead and coordinate the implementation of tools for program change management, risk management and quality assurance.</li> <li>+ Identify program issues and obstacles, develop, and implement efficient solutions.</li> <li>+ Lead and review all program activities to prepare and present</li> </ul>



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		<ul style="list-style-type: none"> <li>reports as required by the PRDOH.</li> <li>+ Identify and promote any other function in support of the successful achievement of program's objectives.</li> <li>+ Support and facilitate any collaborative process with the assigned PRDOH POC or its authorized representative.</li> <li>+ Oversee the Program Management team and manage all necessary activities to obtain results on-time and on-budget, as required by the PRDOH or its authorized representative.</li> <li>+ Participate, coordinate, and facilitate all necessary high profile, program-wide public presentations and meetings, subrecipient meetings and government or non-government stakeholders' meetings.</li> <li>+ Evaluate, estimate and proactively manage program-related workload requirements.</li> <li>+ Coordinate, support, and analyze performance measurement of subrecipients, and report results in coordination with PRDOH or representative.</li> <li>+ Maintain a complete understanding of all applicable Program policies, requirements, procedures, guidelines and knowledge of regulatory and statutory compliance requirements for CDBG-DR and similar programs/projects.</li> <li>+ Monitor all subrecipient procurement activities and keep PRDOH and/or its authorized representative informed of compliance, regulatory and/or performance issues that may affect CDBG-DR programs. Ensure all applicable CDBG-DR policies and regulations are compliant and identify/promote all necessary corrective actions.</li> <li>+ Ensure all program participants, including Subrecipients, vendors, and stakeholders are aware of all policy changes.</li> </ul>
<p><b>Deputy Program Manager</b></p> <p><b>[Key Staff - Key Team Member]</b></p>	<ul style="list-style-type: none"> <li>+ Must have a bachelor's degree or higher education in Planning, Engineering, Architecture, Project Management, or similar degree.</li> <li>+ Must have at least five (5) years of experience as a Program or Project Manager, and at least three (3) years of specific experience in federally</li> </ul>	<ul style="list-style-type: none"> <li>+ Support the Program Manager in daily operation and all the roles and responsibilities listed for Program Management.</li> <li>+ Direct and coordinate all daily activities related to training, communications, scheduling, deliverables, staffing designation and evaluation, risk assessment and management.</li> <li>+ Contact and manage relations with officials for partner agencies and for subrecipients or potential subrecipients of the Non-Federal</li> </ul>

  
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	<p>funded programs.</p> <ul style="list-style-type: none"> <li>+ Must have fluent verbal and written communication skills.</li> </ul>	<p>Match Program.</p> <ul style="list-style-type: none"> <li>+ Ensure review and compliance with all CDBG-DR regulatory and statutory requirements in coordination with the Regulatory Compliance Officer in the development and implementation of projects.</li> <li>+ Act as the main point of contact with PRDOH or its authorized representative.</li> <li>+ Lead and coordinate meetings, conference calls or any group activities related to the program management tasks, including coordination with all parties involved and required.</li> <li>+ Lead and coordinate to generate any deliverables required in a timely manner.</li> <li>+ Oversee logistics management, ensuring that procedures are in place to align with the program's goals and objectives.</li> <li>+ Oversee standards of performance, safety policies, and procedures, CDBG-DR compliance and adjust internal policies as necessary.</li> <li>+ Direct human resources and management activities on the operational side of the programs and determine the staff needed to accomplish the operational tasks.</li> <li>+ Act as the main point of contact with other Infrastructure Program Managers to coordinate, record and manage all tasks and costs related to Infrastructure projects subject to a match under the HMGP.</li> </ul>
<p><b>Outreach / Training Coordinator [Key Staff – Key Team Member]</b></p>	<ul style="list-style-type: none"> <li>+ Must have a bachelor's degree or higher education in Public Relations or similar studies.</li> <li>+ Must have at least three (3) years of experience working in public relations field, including experience in outreach strategies and training coordination.</li> <li>+ Must have fluent verbal and written communication skills.</li> </ul>	<ul style="list-style-type: none"> <li>+ Establish and implement a strategic plan for outreach and training the Non-Federal Match program opportunities in coordination with Program Manager and PRDOH POC.</li> <li>+ Coordinate all outreach communication materials and public facing communications with PRDOH POC before implementing.</li> <li>+ Manage the training and capacitation plan for the Non-Federal Match program applicants and subrecipients in coordination with Program Manager and PRDOH POC.</li> <li>+ Lead the creation of all training materials and audiovisual communications in means of providing any technical assistance with processes and guidelines involving applicants and subrecipients.</li> <li>+ Coordinate logistics of locations, scheduling and audiovisual equipment required to conduct</li> </ul>



<p><b>IT Support Technician [Key Team Member]</b></p>	<ul style="list-style-type: none"> <li>+ Must have bachelor's degree or higher education in Computer Science, Engineering, or related field.</li> <li>+ Worked within the last five (5) years developing data analysis tools, conducting training or providing technical assistance related to data management and reporting systems in federally funded programs.</li> <li>+ Must have expert knowledge of Microsoft Office products, database management and database connections, coding languages, pivot table analyses, Power BI, Web Based Dashboard development, and reporting.</li> <li>+ Must have fluent verbal and written communication skills</li> </ul>	<p>outreach efforts and trainings.</p> <ul style="list-style-type: none"> <li>+ Develop and implement technology and data tools to be used by the Eligibility Analysts to complete their evaluation tasks.</li> <li>+ Coordinate and develop all necessary tools to allow efficient and effective data transfer and databases connections to PRDOH's System of Record, when necessary.</li> </ul>
<p><b>Eligibility Manager [Key Team Member]</b></p>	<ul style="list-style-type: none"> <li>+ Must have a bachelor's degree or higher education included but not limited to Engineering, Architecture, Project Management, or similar studies.</li> <li>+ Must have at least four (4) years of experience previous project management or related experience.</li> <li>+ Must have demonstrated experience in the following, but not limited to, document management, auditing procedure development and implementation, compliance review procedures, policy interpretation and implementation, team leading in auditing and policy reviews, reporting techniques, and data system usage.</li> <li>+ Must have fluent verbal and written</li> </ul>	<ul style="list-style-type: none"> <li>+ Support the Project Manager in daily operations and identified responsibilities.</li> <li>+ Perform initial review of Match Payment Application documentation including but not limited to FEMA Project Worksheets (PW), Supporting Cost Documentation, FEMA Records of Environmental Clearance (REC), CDBG-DR Eligibility, Benefit Cost Analysis, Section 3, Labor Compliance and Davis Bacon, Procurement, and Closeout packages.</li> <li>+ Retrieve, organize and store all documentation related to CDBG-DR Non-Federal Match programs necessary to justify match payment of costs utilizing CDBG-DR funds using all available tools and access to the Systems of Record implemented by the PRDOH, COR3, and FEMA.</li> <li>+ Prepare recommendations of match payments.</li> <li>+ Implement and conduct all required activities established by Project Manager's logistics and plans for the Non-Federal Match program.</li> <li>+ Provide direct support to Project Manager in coordinating, conducting, and documenting all</li> </ul>

  
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	<p>communication skills.</p>	<p>necessary meetings, including outreach activities, trainings and workshops.</p> <ul style="list-style-type: none"> <li>+ Provide all necessary support in the development, preparation and submission of required deliverables to PRDOH, including monthly reports</li> <li>+ Lead, coordinate and supervise the Eligibility Analyst team tasks.</li> </ul>
<p><b>Eligibility Analyst</b> <b>[Key Team Member]</b></p>	<ul style="list-style-type: none"> <li>+ Must have a bachelor's degree or higher education, including but not limited to Engineering, Architecture, Accounting, Law, or similar studies.</li> <li>+ Must have two (2) years of experience in auditing federally funded grant program's processes, including but not limited to document and process auditing, policy review and implementation, compliance review, and invoice review and validation.</li> <li>+ Must have fluent verbal and written communication skills both in English and Spanish language.</li> </ul>	<ul style="list-style-type: none"> <li>+ Access COR3 and FEMA's systems of record to identify and download all documentation related to the PW evaluation.</li> <li>+ Identify and record all PW related documentation into the PRDOH system of record, as established in the corresponding procedure.</li> <li>+ Maintain the established file management structure in order and in compliance with all applicable procedures.</li> <li>+ Identify, evaluate and validate the Record of Environmental Consideration among each PW documentation.</li> <li>+ Complete the required calculations to determine the eligible costs needed to justify the match payment, and confirm the required documentation is available within the PRDOH's system of record.</li> <li>+ Review and validate the documentation required represents eligible costs to justify the match payment.</li> <li>+ Review and validate the procurement documentation for each PW to confirm compliance with CDBG-DR and PRDOH requirements.</li> <li>+ Provide any required support to the Grant Manager's Labor and Civil Rights Compliance team during the labor compliance review process.</li> <li>+ Review and validate that the Duplication of Benefits requirements are met by the project being reviewed and analyzed.</li> <li>+ Completes all the eligibility review steps described in accordance with standard operating procedures for a match payment on any given project assigned for review.</li> <li>+ Prepare and submit to the Eligibility Manager all required information and documentation to complete the match payment review and further steps.</li> </ul>

  
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		<ul style="list-style-type: none"> <li>+ Complete the necessary reviews, including the National Objective determination, for all applicable projects under the Non-Federal Match Program.</li> <li>+ Complete the preliminary and full evaluations for HMGP projects in means of validating compliance with CDBG-DR requirements.</li> <li>+ Complete the review and validation necessary to complete the HMGP projects' match application.</li> <li>+ Provide any necessary assistance for the review and recommendation process, or any other procedure as required by the Eligibility Manager or Key Staff.</li> </ul>
<p><b>Administrative Assistant</b> <b>[Key Staff]</b></p>	<ul style="list-style-type: none"> <li>+ Must have a degree in Office Administration, or similar education.</li> <li>+ Must have at least five (5) years of experience as an Administrative Assistant.</li> <li>+ Must have extensive knowledge in Microsoft Office software.</li> <li>+ Must be familiarized with data management systems in the user-end.</li> <li>+ Must have fluent verbal and written communication skills.</li> </ul>	<ul style="list-style-type: none"> <li>+ Act as a point of contact between the Key Staff and the Eligibility team.</li> <li>+ Receive or make calls, take or send messages, and manage correspondence to or from the Key Staff.</li> <li>+ Maintain daily, weekly and monthly schedules for the Key Staff.</li> <li>+ Maintain a proper physical file system, as required.</li> <li>+ Produce reports, presentations and briefs for the Key Staff.</li> <li>+ Monitors and maintains availability of office supplies, as required.</li> <li>+ Assist the Key Staff in record-keeping all data and documentation generated for the HMGP implementation.</li> <li>+ Manage communications via different media with other Infrastructure Program Managers involved in the HMGP, as required by the Key Staff.</li> <li>+ Assist in any other administrative task, as assigned by the Key Staff or any other team member.</li> </ul>
<p><b>Environmental Consultant</b> <b>[Special Service]</b></p>	<ul style="list-style-type: none"> <li>+ Must have a bachelor's degree or higher in Environmental Science, Biology, Archaeology, Geology or similar field.</li> <li>+ Must have at least four (4) years of leadership experience with the environmental clearance of federally funded programs involving construction work.</li> <li>+ Must have completed Categorical Exclusions (CE)</li> </ul>	<ul style="list-style-type: none"> <li>+ Maintain awareness, knowledge and applicability of most recent federal and local environmental laws, regulations and policies that may apply to PRDOH's CDBG-DR programs.</li> <li>+ Develop work plan to perform environmental</li> <li>+ related studies, analysis of impacts and recommendations for projects under the Non-Federal Match program, when necessary.</li> <li>+ Coordinate and implement the most current and applicable best</li> </ul>

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	<ul style="list-style-type: none"> <li>not Subject to 58.5, CEs Subject to 58.5, and Environmental Assessments for HUD funded infrastructure project (s).</li> <li>+ Must have been involved in the completion of an Environmental Impact Statement for federally funded construction project(s).</li> <li>+ Must have fluent verbal and written communication skills</li> </ul>	<ul style="list-style-type: none"> <li>practices for environmental reviews under the Non-Federal Match program.</li> <li>+ Provide all necessary support to the PRDOH to develop and process activities regarding requests for release of funds for the Non- Federal Match program.</li> <li>+ Coordinate and support monitoring activities for environmental compliance for construction projects under the Non-Federal Match program, when required by the PRDOH or its authorized representative</li> <li>+ Lead, coordinate and supervise all of the</li> <li>+ Environmental Consultant Assistant's tasks.</li> </ul>
<b>Construction Oversight Engineer / Architect [Special Service]</b>	<ul style="list-style-type: none"> <li>+ Must have a bachelor's degree or higher education in Engineering or Architecture.</li> <li>+ Must have at least five (5) years of experience in construction inspection or supervision.</li> <li>+ Must have fluent verbal and written communication skills</li> </ul>	<ul style="list-style-type: none"> <li>+ Perform site visits, as necessary, when any construction progress situation arises and the PRDOH or its authorized representative requires it, under any of the subrecipients match-eligible projects.</li> <li>+ Validate that the subrecipient's match request is consistent with the project's progress through site visits, when required by the PRDOH or its authorized representative.</li> <li>+ Prepare reports to the Project Manager, based on oversight visits of subrecipient's match-eligible projects under PRDOH's Non-Federal Match program.</li> <li>+ Lead, coordinate and supervise all of the Construction Oversight Assistant's tasks.</li> </ul>
<b>Insurance Consultant [Special Service]</b>	<ul style="list-style-type: none"> <li>+ Must have a bachelor's degree or higher education.</li> <li>+ Must have the corresponding valid state insurance license.</li> <li>+ Must have at least three (3) years of experience in the real property insurance field, including but not limited to insuring, processing, auditing, and analyzing insurance coverage.</li> <li>+ Must have fluent verbal and written communication skills</li> </ul>	<ul style="list-style-type: none"> <li>+ Perform insurance coverage analysis supporting the project evaluation process, when any insurance coverage concern arises and the PRDOH or its authorized representative requires it, under any of the subrecipients match-eligible projects.</li> <li>+ Assist the Eligibility Manager and Eligibility Analyst in validating the costs covered by any insurance policy included as part of a project under evaluation, when the costs covered or the scope of coverage determination requires additional assistance, when required by the PRDOH or its authorized representative.</li> <li>+ Assist the Eligibility Manager or the</li> </ul>

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Eligibility Analyst in any other related  
duties or tasks.

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PRDOH reserves the right to require any qualifications for any staff member, before authorizing usage and payment of such staff member. PRDOH reserves the right to reject any staff member presented for evaluation based on qualifications, skill sets, experience, overall staffing requirements, or by any other reason the PRDOH determines.

## 5. Program Management Tasks and Services

PRDOH has established a stepped approach for the implementation of CDBG-DR programs identified in the introductory section of this document.

The NFMP PMs must work closely with the PRDOH, its authorized representative and eligible subrecipients to accomplish the identified tasks. The NFMP PM may be required to coordinate with other firm(s), contracted by the PRDOH, that will be providing services regarding other CDBG-DR Programs.

The NFMP PM must study and become familiar with the HMGP Program and the management in charge of the Infrastructure programs involved with its implementation programs to have a clear understanding of PRDOH's expectations. More information regarding de HMGP Program can be found at <https://recovery.pr/en>.

The NFMP PM will perform the required services under sequential tasks and sub-tasks. Some of these tasks will require a formal delivery to the PRDOH and/or its authorized representative. For every delivery, the NFMP PM must expect PRDOH's reasonable comments or revisions (request for changes) of delivered documents. The NFMP PM must account for revisions or clarifications requests by PRDOH related to required deliveries. Revisions must be resolved and accepted by the PRDOH before deliveries are invoiced to PRDOH. PRDOH reserves the right to require any additional, related tasks or duties. This scope of services serves as a guideline for the minimum tasks and duties required, but in no means limits the inclusion of any related tasks or duties not included in this document.

For cost control and monitoring tasks described in this document, or any other related task required, the PRDOH reserved the right to establish an hourly cost cap per each sub-task described in this document, as previously indicated in the Request for Proposals CDBG-DR-RFP-2020-04.

Regarding systems of record and PRDOH proprietary systems, accessing privileges needed will be provided to the NFMP PM for all required online project databanks and review tools

## 6. Tasks and Sub-tasks for FEMA Public Assistance Projects

Services included in this Scope of Services are organized in the following three (3) tasks:

- 1) **Task 1:** Support services to PRDOH for outreach, intake, and technical assistance to applicants until the execution of a formal subrecipient agreement with PRDOH.
- 2) **Task 2:** Provide services to PRDOH to manage subrecipients with executed formal agreements evaluating projects for eligibility and compliance with the

Program Guidelines, including the evaluation of procurement document for subrecipient's projects.

- 3) **Task 3:** Provide services to PRDOH during construction of subrecipient's projects from match payments through close-out.

  
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## 7. Tasks and Sub-tasks for FEMA\_Hazard Mitigation Grant Program (HMGP) Global Match:

Service included in this Scope of Services is organized in the following task:

- 1) **Task 1A:** Provide services to PRDOH for outreach, intake, and technical assistance to applicants, including the preliminary project evaluation and match application completion for HMGP projects.

  
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The next sections detail the Scope of Services to be performed by the Program Manager for this contract. Subrecipient support tasks may require in-person or virtual meetings with subrecipients as necessary to ensure the successful implementation of program processes.

### Sub-Task 1.1 Outreach & Training

**Activity:** PRDOH has launched the Non-Federal Match Program for FEMA PA projects and is currently conducting outreach and registration of eligible entities. PRDOH will conduct a series of presentations and trainings, and provide technical assistance, to describe program requirements and the procedures subrecipients must follow.

#### Deliverable:

- a. Coordinate initial Program Presentations open to all potential subrecipients to explain program requirements and set-forth the next steps in program implementation. Prepare and provide all didactic materials in relation to technical trainings.
- b. Provide any other assistance required by the PRDOH or its authorized representative in order to ensure all subrecipients received necessary trainings required to successfully comply with CDBG-DR requirements.
- c. Conduct registration and intake of potential subrecipients and document opt-ins and opt-outs accordingly.

### Sub-Task 1.2 Subrecipient Agreement (SRA)

**Activity:** PRDOH will coordinate with potential subrecipients to complete and sign an SRA or SRA Amendment reflecting program requirements. PRDOH will contact potential subrecipients to obtain all the necessary information to execute the SRA.

#### Deliverable:

- a. Provide necessary support to draft the SRA and to obtain the required signatures from the Subrecipient(s) and the PRDOH on an as-needed basis.
  - b. Provide any feedback to the Grant Manager's team in charge of drafting the SRA package for each participant.
  - c. Provide necessary support to upload the SRA to the System of Record provided by the PRDOH.
  - d. Any other related tasks as required by the PRDOH or its Authorized Representative, under any of the match approaches applied
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### Sub-Task 1.3 Subrecipient's Vendor Services Procurement Process

**Activity:** The Subrecipient will be conducting procurement procedures to acquire services for full development of the project(s). The Subrecipient may present to the PRDOH Procurement Division all procurement documentation for evaluation. The Program shall complete a preliminary evaluation of the documents before submitting them to the PRDOH Procurement Division. Also, technical assistance may be requested by the Subrecipient to draft or complete procurement packages in accordance with PRDOH's requirements, including generating compliant contract documents. PRDOH shall provide the assistance necessary to guide the Subrecipient in preparing documents and completing procurement processes.

**Deliverable:**

- a. For each Subrecipient, provide technical assistance to the Subrecipient for the development procurement documents.
- b. Coordinate with and assist PRDOH in the review of procurement documents to validate compliance, as needed.
- c. Provide technical assistance throughout the procurement process to ensure that the process is compliant with the requirements stipulated in 2 C.F.R. § 200.318 through 200.327 as stated in the Administrative Order 21-19.
- d. Ensure that the Subrecipient includes in their procurement packages the additional HUD Civil Rights and Labor Compliance requirements (Section 3, Fair Housing, Minority & Women Owned Business Enterprises and Davis Bacon Act, among others).
- e. Review the Subrecipient's selection process and draft contract and complete the applicable review checklists in consultation with the PRDOH Grant Manager.
- f. The NFMP PM may be requested to review and prepare a Recommendation package addressed to PRDOH's CDBG-DR Procurement Division, stating the criteria followed for compliance evaluation, for each of the match payment requests.
- g. Review the draft contract and the cost reasonableness submitted by Subrecipient.
- h. Perform any other related tasks as required by the PRDOH or its Authorized Representative, under any of the match approaches applied.

### Sub-Task 2.1 Project Worksheet (PW) Prioritization and Assignment

**Activity:** PRDOH and/or its authorized representative will periodically review Cost Share information from COR3 and other data sources to define priorities and develop batches of PWs to be reviewed for match payment eligibility. Initial meetings may be required to discuss and coordinate details for PW evaluation assignments.

**Deliverable:**

- a. Provide services to prioritize review of PWs based on direction provided by PRDOH. For each PW receiving a match payment, obtain all existing supporting documentation contained in FEMA and COR3 data systems and upload in the PRDOH's System of Record.
  - b. Coordinate with Subrecipient POCs to obtain any additional documentation needed for review. As required, after any other document submission procedure is not feasible, perform site visit to Subrecipient office to obtain missing documentation.
  - c. Any other related tasks as required by the PRDOH or its Authorized Representative, under any of the match approaches applied.
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### Sub-Task 2.2 Project Pre-evaluation

**Activity:** PRDOH has implemented a Project Pre-evaluation procedure through which potential subrecipients will submit PWs, projects and procurement packages for preliminary evaluations, prior to executing the SRA. The resulting, pre-eligible PWs shall be considered to be part of the SRA budget to be executed afterwards..

**Deliverable:**

- a) Perform a preliminary review of each project or PW submitted, as per guidelines and procedures established by the PRDOH, to determine if the project or PW complies with minimum requirements to be included in the Subrecipient's SRA budget.
- b) Lead, coordinate and manage feedback to and from each Subrecipient regarding the results from the pre-evaluation. This includes, but is not limited to, requesting additional documentation, requesting clarifications, or contacting the Subrecipients POC's for any other related actions.
- c) For each procurement package submitted, perform reviews of the available documentation for consistency and compliance with PRDOH Procurement Manual.

### Sub-Task 2.3 Environmental Review and Clearance

**Activity:** PRDOH will check to verify that the work associated with match payments was environmentally cleared by FEMA..

**Deliverable:**

- a. Confirm there is a FEMA Record of Environmental Consideration (**REC**) in the project file and ensure it corresponds to the PW submitted for match payment.
- b. Prepare a Request for Release of Funds and Certification (**RROF**) after the REC is validated.
- c. Ensure all environmental review documentation and correspondence, including executed RROF is recorded within the System of Record.
- d. Any other related tasks as required by the PRDOH or its Authorized Representative, under any of the match approaches applied

### Sub-Task 2.4 Selection of Costs and Review for CDBG-DR Eligibility Check

**Activity:** After obtaining all necessary documentation for a project, PRDOH will select costs to substantiate the match payment and review them for compliance with CDBG-DR requirements. PRDOH will review and validate that supporting proof of payment documentation for selected CDBG-DR eligible costs is sufficient to justify match payment.

**Deliverable:**

Upon fulfillment of the minimum project threshold, document selected costs for review in the PRDOH's System of Record and forward for subsequent review processes.

- a. Review costs for compliance with a CDBG-DR
  - b. eligible activity.Ensure all selected costs are documented within the PRDOH's System of Record
  - c. Ensure all documentation and correspondence associated with review and recommendations for match payment is recorded within the PRDOH's System of Record.
  - d. Any other related tasks as required by the PRDOH or its Authorized Representative, under any of the match approaches applied
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### **Sub-Task 2.5 Cost Documentation Review**

**Activity:** PRDOH will review selected CDBG-DR eligible costs to ensure sufficient supporting proof of payment documentation is available to justify match payment.

**Deliverable:**

- a) Review and validate that supporting documentation for selected costs are CDBG- DR eligible and sufficient to justify match payment.
- b) Ensure all evaluated supporting documentation and correspondence associated with review and recommendation for match payment is recorded within the PRDOH's System of Record.
- c) Any other related tasks as required by the PRDOH or its Authorized Representative, under any of the match approaches applied.

  
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### **Sub-Task 2.6 Procurement Documentation Review**

**Activity:** PRDOH will review procurement documentation to ensure compliance and consistency with PRDOH Procurement regulations and requirements.

**Deliverable:**

- a) For each PW, compile and document in the PRDOH's System of Record all procurement documentation necessary to ensure compliance.
- b) Compile and document in the PRDOH's System of Record compliance with the appropriate Procurement, Financial Management, Labor Compliance, and Section 3 documentation.
- c) Perform reviews of each Subrecipient's procurement policy for consistency and compliance with PRDOH Procurement Manual. As needed, review amendments to the Subrecipient's procurement policies, as they occur.
- d) For each procurement, perform reviews of the available documentation for consistency and compliance with PRDOH Procurement Manual and w 2 C.F.R. § 200.318 through 200.327 as stated in the Administrative Order 21-19.
- e) Any other related tasks as required by the PRDOH or its Authorized Representative, under any of the match approaches applied.

### **Sub-Task 2.7 Labor Compliance Review**

**Activity:** PRDOH will review Labor Compliance information to ensure compliance and consistency with applicable Davis-Bacon Act and all applicable U.S. Department of Labor (DOL) regulations.

**Deliverable:**

- a) Proposer shall provide any necessary support to the Grant Manager's Civil Rights and Labor Compliance team to ensure all labor compliance monitoring is completed in a timely, efficient manner.
- b) Proposer will keep record of all monitoring results from the Grant Manager's Civil Rights and Labor Compliance team and take any required actions based on those results.
- c) Any other related tasks as required by the PRDOH or its Authorized Representative, under any of the match approaches applied.

### **Sub-Task 2.8 Duplication of Benefits (DOB) Review**

**Activity:** PRDOH will compare the total available assistance and compare it to the Applicant's unmet need to determine whether or not a duplication of benefit exists.

**Deliverable:**

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- a) For each match payment, review FEMA PW documentation and utilizing HUD-prescribed calculation methodology to determine whether or not a duplication of benefit exists.
  - i. Ensure DOB determination is properly recorded in the PRDOH's System of Record.
  - ii. Ensure match payment request amount does not exceed the Final Award amount determined in the DOB determination.
  - iii. As necessary, reassess an Applicant's Unmet Need as altering circumstances occur, including reconciliation by FEMA at PW Closeout.
- b) Any other related tasks as required by the PRDOH or its Authorized Representative, under any of the match approaches applied.

#### **Sub-Task 2.9 Review Completion and Recommendation Determination**

**Activity:** Subsequent to completion of the compliance review process, the Program Manager shall make the appropriate recommendation to PRDOH regarding match payment and provide the Subrecipient the applicable feedback.

**Deliverable:**

- a) Perform QA/QC review of match payment documentation.
- b) Identify and resolve issues preventing match payments from being processed.
- c) Submit recommendation to PRDOH for approval of eligible match payments for funding.
- d) Any other related tasks as required by the PRDOH or its Authorized Representative, under any of the match approaches applied.

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#### **Sub-Task 2.10 Match Payment**

**Activity:** Upon compliance review approval by the PRDOH, match payment draw requests will be processed collaboratively with PRDOH and the Grant Manager.

**Deliverable:**

- a) Coordinate with PRDOH and COR3 to route match payment recommendation through workflow, as established in the Standard Operating Procedure for match payment processing from the PRDOH.
- b) Any other related tasks as required by the PRDOH or its Authorized Representative, under any of the match approaches applied.

#### **Sub-Task 3.1 SRA and Project Closeout**

**Activity:** Manage closeout process for projects and subrecipients.

**Deliverable:**

- a) Manage SRA closeout process, ensuring all documentation, correspondence, and decisions are properly recorded in the PRDOH's System of Record.
- b) Any other related tasks as required by the PRDOH or its Authorized Representative, under any of the match approaches applied.

#### **Sub-Task 3.2 Reporting**

**Activity:** Periodic reporting is required to update the Program's implementation and development status.

**Deliverable:**



- a) All task procedures completed, results from each task and all data generated will be properly reported to the PRDOH. Progress status and updates, cost recommendation and payment summaries, and any issues and the actions taken shall be reported.
- b) Review, evaluate and consolidate, as required, all of the Subrecipients periodic reports in terms of completeness of information, accuracy of data and any other aspect required in such reports.
- c) Generate any other periodic or special report required by the PRDOH or its Authorized Representative.
- d) Any other related tasks as required by the PRDOH or its Authorized Representative, under any of the match approaches applied.

The NFMP PM will provide to PRDOH all necessary support and provide progress status in periodic reports, for all task completed during the reporting period.

### **Tasks and Subtasks for the HMGP Global Match Projects**

#### **Sub-Task 1.1A Program Coordination**

**Activity:** Ongoing Coordination with PRDOH, SHMO, Subrecipients and other Program Managers.

**Deliverable:**

- a) Ongoing coordination with the SHMO and PRDOH in the selection of potential HMGP Global Match projects.
- b) Coordinate the receipt of updated project information with the SHMO, including FEMA approval status for each Global Match project under recommendation.
- c) Request any additional information required with each potential subrecipient necessary for the review of CDBG- DR/MIT compliance.
- d) The PM shall furnish potential subrecipients with information regarding specific CDBG-DR/MIT requirements and coordinate training sessions for the subrecipient with the corresponding programmatic and support teams. These may include, among others: Procurement, Financial and Documentation Management, Labor Standards and Civil Rights Compliance.

#### **Sub-Task 1.2A Preliminary Project Evaluation Checklist**

**Activity:** PRDOH has developed an HMGP Project Evaluation Checklist through which potential Global Match projects submitted by the SHMO complete a CDBG compliance evaluation, prior to the recommendation of the full Global Match project application.

**Deliverable:**

- a) Review submitted HMGP projects for initial compliance with the following:
  - i. CDBG-DR/MIT eligible activity as per HUD
  - ii. Tie-back to the disaster (storms Irma or Maria)
  - iii. HUD National Objective
  - iv. Review of Benefit Cost Analysis prepared by FEMA
- b) Any other related review or compliance verification required by the PRDOH or its Authorized Representative.

#### **Sub-Task 1.3A Match Project Application**

**Activity:** Preparation of CDBG Global Match Project Application upon FEMA HMGP project approval and initial determination of CDBG Project Compliance.

**Deliverable:**

In order to complete the HMGP-CDBG Global Match project application, the PM shall work with each potential Subrecipient to draft and complete the final CDBG Global Match Project Application. Activities shall at minimum include:

- a) Confirm that the project meets a HUD National Objective
- b) Confirm that the proposed project meets a HUD eligible activity
- c) Compliance with the Government's Recovery Plan: Transformation and Innovation in the Wake of Devastation: An Economic and Disaster Recovery Plan for Puerto Rico.
- d) Compliance with the PR Hazard Mitigation Plan
- e) Compliance with CDBG Project Types
- f) Confirm that the project has completed and is documented to be cost-effective based on the FEMA Benefit-Cost Toolkit. COR3/SHMO will ensure that a project's Benefit Cost Analysis meets FEMA requirements for Cost Effectiveness prior to the submittal of the project as a PRDOH Global Match Project.
- g) Confirm that the project provides for Beneficial Impact.
- h) Verify and confirm that the project has completed FEMA Environmental and Historic Preservation (EHP) review performed by the COR3/SHMO via their eligibility review. Another EHP review will not be required as per the Unified Federal Review Agreement (UFR).
- i) Confirm that the project adheres to all floodplain management and flood damage prevention requirements and is properly permitted/inspected by the authority having jurisdiction.
- j) Provide a determination of Project Utility.
- k) Ensure that the project will be completed within the Subgrant Agreement's Period of Performance.
- l) Confirm that no Duplication of Benefits exists.

  
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The PM will submit completed Global Match Project Applications to PRDOH for their approval. The approved Global Match project application may then be transferred to other PMs for Subrecipient Agreement execution and project implementation.

The NFMP PM will provide all necessary support and provide progress status in monthly reports.

PRDOH or its authorized representative will perform quality assurance and quality compliance procedures to ensure that tasks are being completed by the selected Proposers according to the agreement documents, the PRDOH guidelines and CDBG-DR requirements.

## 5. Supplementary Services

The following sections 5.1 through 5.8 are supplementary to Tasks 1, 2 3, and 1A presented above, therefore, these services are required and shall be considered intrinsic of the above tasks and subtasks.

### 5.1. Program Oversight Performance Services

Proposer must prepare and implement an oversight plan to review and validate Subrecipient's compliance with PRDOH's CDBG-DR programs policies, procedures and regulations. In addition, perform periodic site visits to confirm completion of project milestones, as necessary, for incomplete match projects.



5.1.1. Coordinate and schedule periodic oversight visits to subrecipients/projects to review Contractor and Subrecipient project files for compliance and provide technical assistance, as necessary.



5.1.2. Include oversight activities and concerns within the required monthly reports, including information regarding all subrecipients/subrecipient projects and contractors performing Program activities.

5.1.3. Ensure that activities approved for match were conducted in accordance with the requirements and the primary objectives of the approved FEMA application, subrecipient agreement, Program requirements, and all applicable Puerto Rico's laws, CDBG-DR regulations, and PRDOH policies.

## 5.2. Invoice Management and Review Services

Proposer must manage and review Subrecipient expenses and supporting documentation prior to match payment recommendations being submitted to PRDOH for processing and payment. The Proposer must:

5.2.1. Collect all appropriate information and record documents, through the PRDOH's System of Records, to meet policies and standards set forth by the PRDOH's CDBG-DR programs.

5.2.2. Provide assurance that all appropriate bonding and insurance requirements were in place.

5.2.3. Coordinate with the Grant Manager's Labor Compliance Team to collect and record documentation to support Davis-Bacon Act requirements, when applicable.

5.2.4. Provide Labor Compliance review and evaluation in an as-needed basis.

5.2.5. Review and provide recommendation for approval of match payments.

5.2.6. Track Subrecipient's expenditures of FEMA funds.

5.2.7. Perform any other task necessary to ensure match payments are recommended consistent with CDBG-DR and PRDOH policies.

## 5.3. Operational Services

Proposer must provide operational supporting services to PRDOH during contract term and must consider the following:

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

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

5.4. Program Management:

The Program Management Services must include at least the following responsibilities:



- 5.4.1. Provide management services to support the implementation of efficient and cost-effective practices for the Program.
- 5.4.2. Assist PRDOH and/or its authorized representative in the preparation of training materials to be given to all subrecipients. Trainings may include: Program-specific requirements, Procurement and Contracting, Financial Management, Compliance with CDBG-DR requirements such as Davis Bacon & Section 3, Environmental Compliance, among other trainings as deemed necessary by PRDOH.
- 5.4.3. Establish preliminary Program budgets and projections.
- 5.4.4. Aid in the development and management of Program Policy and Procedure guidelines.
- 5.4.5. Provide support and coordinate necessary technical training to subrecipient staff.
- 5.4.6. Coordinate meetings, conference calls or any other activity required by PRDOH's staff or representative to manage the Program.
- 5.4.7. Participate in required training sessions provided by PRDOH's staff or representative or provided by a regulatory agency.
- 5.4.8. Implement a communications plan to support the individual project efforts.
- 5.4.9. Provide Environmental consulting services, when required, based on the Project's nature and Subrecipient conditions. These services are to be authorized by the PRDOH's or its representative prior commencing.
- 5.4.10. Provide Construction oversight services, when required, based on the Project's nature and Subrecipient conditions. Periodic site visits may be required as part of the match payment evaluation process. These services are to be authorized by the PRDOH's or its representative prior commencing.
- 5.4.11. Provide to PRDOH's staff or representatives all necessary reports to inform on progress of projects.
- 5.4.12. Utilize PRDOH's system of record platform to maintain monthly informative updates and ensure that all Subrecipients provide those reports on time, as required. PRDOH will provide access to the system.
- 5.4.13. Provide immediate notification to PRDOH staff or representatives about any situation that may affect the accomplishment of Program tasks.
- 5.4.14. Construction, Project, Program Management Tracking and Reporting and other agreed upon reports to the agency, including: a) Labor Compliance Reports and b) Risk Management Reports.
- 5.4.15. Coordinate and support efforts of compliance with environmental, construction, financial, and HUD regulations.
- 5.4.16. Establish project performance benchmarks and updated budget comparisons to measure progress and compliance with critical objectives

in mind. Critical stages shall be identified, and a milestone checkpoint established to ensure follow-up.

- 5.4.17. Adopt portfolio management processes and tools for organizing and managing programs, funds, and project files.
- 5.4.18. Track and control project schedules.
- 5.4.19. Establish program timelines, goals, metrics, and deliverables of services in accordance with project funding allocations and production goals specified by PRDOH.
- 5.4.20. Ensure that all acquisition, demolition, and clearance activities are carried-out in accordance with Uniform Relocation Act (URA), FEMA requirements, and procedures established by the PRDOH.
- 5.4.21. Prepare documentation requested by PRDOH appeals board as it may apply. Comply with any requests from the PRDOH appeals board.
- 5.4.22. Any other supporting functions or task necessary for proper Program management.
- 5.4.23. Manage effectively any situation that may delay any required delivery and, if deemed necessary, establish a timeline recovery plan to mitigate delays and ensure that final delivery dates are unchanged.

5.5. Subrecipient Management:

The key services for Subrecipient Management as part of the Program Management Services to be provided include, but are not limited to, the following activities:

- 5.5.1. Maintain updated a database or contact list for each of the Subrecipients participating staff.
- 5.5.2. Manage, potentially sensitive and nuanced, interaction with Subrecipients including in-person, phone, and email correspondence.
- 5.5.3. Provide a level of quality control for the Closeout of a CDBG-DR-compliant program file.
- 5.5.4. Coordinate with Subrecipients to facilitate the resolution of issues.
- 5.5.5. Manage any disagreements within the subrecipients, and PRDOH as necessary. When necessary, involve PRDOH staff or representatives to address a final resolution.

5.6. Policy and Regulatory Consulting:

The key services for Policy and Regulatory Consulting as part of Program Management Services to be provided include, but are not limited to, the following activities:

- 5.6.1. Prepare a monthly report providing all required information regarding all subrecipients/subrecipient projects and contractors performing Program activities.

  
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- 5.6.2. Utilize PRDOH's system of record to follow-up progress on monitoring results and feedback.
- 5.6.3. Provide as-needed expert advisory services and analysis regarding the applicability of federal regulations for funded activities.
- 5.6.4. Identify and advise PRDOH on any potential program and project compliance risks and issues and develop mitigation strategies.
- 5.6.5. Work with PRDOH to prepare written reports and analysis and contribute to the preparation of a broad range of policy documents, Action Plan, and other materials regarding the assessment and implementation of the program and its projects.
- 5.6.6. Provide strategy support to help PRDOH achieve National Objectives and meet eligibility requirements.
- 5.6.7. Provide support to help PRDOH comply with CDBG-DR grant closeout requirements including the development of auditable files.
- 5.6.8. Support PRDOH staff in developing and implementing program and PRDOH developed close out processes.
- 5.6.9. Provide workload and production projections and other agreed upon reports to the agency.
- 5.6.10. Enable and support the delivery of complete and auditable system of record upon which PRDOH can rely to retain, update and extract data.
- 5.6.11. Make provisions for the delivery of all requisite reports.
- 5.6.12. Make provisions for various white papers, explanations and professional opinions on an as-needed basis.

5.7. Document Control and Management:

The key services for Document Control and Management as part of Program Management Services to be provided include, but are not limited to, the following activities:

- 5.7.1. Store, archive, and retrieve physical documents and electronic images of all paper documents, correspondence, training material, and policies and procedures in accordance with HUD regulations and requirements in coordination with PRDOH's System of Record requirements.
- 5.7.2. The Proposer will follow PRDOH protocols for file management.
- 5.7.3. Ensure all project information and documentation is available at all times in the PRDOH's system of record.
- 5.7.4. Any other task necessary for the proper document control management.

5.8. Accounting and Reporting:

The key services for Accounting and Reporting as part of Program Management Services to be provided include, but are not limited to, the following activities:



- 5.8.1. Manage program compliance requirements to include programmatic and financial reporting to the PRDOH to use for federal, state, and local government audits., This includes providing:
- a. Monthly Report: Inform on progress and status of deliveries and milestones, oversight and compliance results for each phase/task performed in the development and implementation of the Program. The outline template of monthly reports will be established by the PRDOH after this RFP is awarded.
  - b. Final Report: Develop and submit a public-facing final report for all projects per subrecipient receiving match payment. It shall discuss the specific work performed under the match projects by each subrecipient. Final Report should be submitted in both Spanish and English language versions. The outline template and formatting of the final report will be established by the PRDOH after RFP is awarded.
- 5.8.2. Provide the PRDOH with project progress reports on demand, as well as access to the project management system for PRDOH to monitor the project.
- 5.8.3. Report on information that includes project activity deemed critical by the PRDOH.
- 5.8.4. Compile and review information necessary to prepare reports required under HUD regulations.
- 5.8.5. Contract Management: For tasks with an allowance budget, manage work requisitions that require prior PRDOH authorization. Verify task order requests to ensure that resources, hours, scope and cost are necessary, allowable, reasonable and able to be allocated. If deemed acceptable, provide written recommendation to PRDOH to generate the required authorization for the work.
- 5.8.6. Account for and reconcile, (a) all federal funds requested and drawn from HUD and awarded to grant recipients, (b) all funds returned by applicants, including program income, (c) re-allocation of funds by PRDOH returned by subrecipients.
- 5.8.7. Review and submit recommendations for approval of CDBG-DR match payment requests.
- 5.8.8. Any other task necessary to ensure proper accounting and reporting as related to the programs to ensure compliance with established milestones and deadlines.
- 5.9. Special Services (as-needed services, with prior PRDOH authorization):

Special services include specific tasks in an as-needed basis, for three areas: Environmental, Construction oversight, and Insurance consulting services.

- 5.9.1. The scope of services for program management does not include a full National Environmental Policy Act (NEPA) review, as the existing environmental review for each FEMA Project will be adopted. Services from an environmental specialist may be required, based on the Project's nature or Subrecipient conditions.

- 5.9.2. Considering that part of the Projects subject to cost share implications have not started, and that it is reasonable to conclude that many of them will include repairs or construction works, a construction consultant may be necessary to support some project development activities. A construction oversight expert should be readily available to assist in any field-related issues that may affect a Project's eligibility.
- 5.9.3. During the Project evaluation, considerations regarding insurance covered costs are important due to DOB determinations. In some cases, insurance coverage terms and conditions may not be clearly defined in the documentation provided for each Project. This situation may require an insurance expert to evaluate documentation and provide a final determination in terms of insurance coverage and the corresponding costs involved.

  
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**END OF SCOPE OF SERVICES**



## ATTACHMENT D

# COMPENSATION SCHEDULE

### NON-FEDERAL MATCH PROGRAM

The following sections contains cost information that considers the hourly costs provided by the Program Manager through a Best and Final Offer (**BAFO**) Cost Proposal submitted on March 23, 2021 in compliance with the Request for Proposals (RFP) CDBG-DR-RFP-2020-04.

  
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On their BAFO, the Program Manager presented the hourly rates of their Key Staff and Hourly Staff to address the Scope of Services included in this contract as a single contractor, in consideration of the number of Subrecipients and Projects provided by the PRDOH. Hourly rates presented by Proposers included labor hourly costs and fringe benefits under a unit cost<sup>1</sup>, illustrating the overhead<sup>2</sup> and profit percentages as separate line items. Hourly rates considered in this document and applied to Maximum Costs include overhead and profit.

  
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To award this contract the PRDOH has determined to select two (2) Program Managers and to equally divide the budget for the identified services<sup>3</sup>. The PRDOH has adjusted the Maximum Costs for each Sub-task required in the Scope of Services. The Maximum Costs included in the following tables considers the number of services that will be required as determined by the PRDOH.

Program Managers will be compensated based on hours worked and hourly rates for each staff as defined in Table 1 (Key Staff) and Table 2 (Hourly Staff), limited by the cost cap per Task or Subtask established on this document.<sup>4</sup> Each staff resource must be authorized by PRDOH, through a written notice, prior to starting any work. Any hours incurred by unauthorized staff resources will not be compensated.<sup>5</sup>

The PRDOH may compensate for completed or partially completed Tasks or group of Subtasks, based on the Hourly Staff rates and caps defined on this document.

The PRDOH reserves the right to add, modify or remove any cost cap established in this document. Any modifications to cost caps shall be established in writing by the PRDOH.

#### I. Key Staff:

**Table 1** shows 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 contract term of twenty-four (24) months<sup>6</sup>.

<sup>1</sup> Per Exhibit O – Cost Form, note 3, included as part of the Request for Proposal: Labor Rate required in [D] must consider only direct labor hourly cost with fringe benefits (overhead and profit not included).

<sup>2</sup> Per Exhibit O – Cost Form, note 5, included as part of the Request for Proposal: Overhead percentage in [I] must include royalties, reimbursements, taxes, travel, as well as any other additional fees and administrative costs applicable to the services. Proposers must submit a detailed breakdown and explanation of the overhead percentage composition.

<sup>3</sup> Per Exhibit O – Cost Form, note 7, included as part of the Request for Proposal: PRDOH reserves the right to award projects management services to one or more proposers.

<sup>4</sup> Per Exhibit O – Cost Form, note 1, included as part of the Request for Proposal: PRDOH reserves the right to establish an hourly cost cap per each Subtask described in Attachment 1 – Scope of Services. Cost caps may vary according to project approach, taking into consideration if the project is managed using a standard match or flexible match approach. Cost caps may also be negotiated based on standard rates herein proposed in the event that PM services are required for Global Match project implementation phases.

<sup>5</sup> Per Exhibit O – Cost Form, note 2, included as part of the Request for Proposal: Selected Proposer(s) must receive written authorization from PRDOH or its Authorized Representative before using any Resource Position. Costs incurred by the selected Proposer(s) without PRDOH or its Authorized Representative's previous authorization will not be compensated.

**Table 1: Key Staff Cost**

Key Staff Resource Position	Hourly Cost Rate	FTE	Max. Monthly cost (Based on 195 hrs)
Program Manager	\$134.56	1	\$26,239.20
Deputy Program Manager	\$121.74	1	\$23,739.30
Outreach / Training Coordinator	\$81.70	1	\$15,931.50
Administrative Assistant	\$48.06	1	\$9,371.70

Maximum Monthly Cost: \$75,281.70

**Total Budget for Key Staff, for a period of 24 months, is [A] \$1,806,760.80.**

Rates described in Table 1 are reflecting the overhead (49.28%) and profit (7.0%) percentages presented by the Program Manager. Base Hourly Cost Rates submitted as part of the BAFO are as follows:

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Key Staff Resource Position	Base Hourly Cost Rate
Program Manager	\$86.10
Deputy Program Manager	\$77.90
Outreach / Training Coordinator	\$52.28
Administrative Assistant	\$30.75

**II. Project Staff:**

**Table 2** shows the Hourly Staff Position, the Special Services Positions and the Hourly Cost Rate for each Staff position that will be used for compensation of services provided for Sub-Tasks included in the Scope of Services.

**Table 2: Staff Cost**

Staff Resource Position	Hourly Cost Rate
IT Support Technician	\$86.50
Administrative Assistant	\$48.06
Eligibility Manager	\$80.09
Eligibility Analyst	\$68.89
Environmental Consultant	\$88.11
Construction Oversight Engineer/Architect	\$104.13
Insurance Analyst	\$88.11

Rates described in Table 2 are reflecting the overhead (49.28%) and profit (7.0%) percentages presented by the Program Manager. Base Hourly Cost Rates submitted as part of the BAFO are as follows:

Staff Resource Position	Base Hourly Cost Rate
IT Support Technician	\$55.35
Administrative Assistant	\$30.75
Eligibility Manager	\$51.25
Eligibility Analyst	\$44.08
Environmental Consultant	\$56.38
Construction Oversight Engineer/Architect	\$66.63
Insurance Analyst	\$56.38

**Table 3** presents the Cost Cap for each Subrecipient Management Task or Subtask included in the Scope of Services related to the FEMA Public Assistance part of the Non-Federal Match Program (Tasks 1), based on the Project Staff rates defined in Table 2. The PRDOH shall not compensate the Program Manager for an amount greater than established caps in this table, except for cases in which the PRDOH may determine that particular subrecipients, projects or conditions may require a higher cost cap per subtask. Such determination shall be established in writing by the PRDOH.

**Table 3: Cost Cap for Tasks 1 and 3 – Subrecipient Management Tasks (FEMA-Public Assistance Tasks)**

Subtask Id	Per:	Cost Cap
Task 1	Total Cost per Subrecipient	\$1,500.00

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**Table 4** presents the Cost Cap for Subtask 3.1-SRA and Project Closeout, included in the Scope of Services related to the FEMA Public Assistance part of the Non-Federal Match Program, based on the Project Staff rates defined in Table 2. The PRDOH shall not compensate the Program Manager for an amount greater than established caps in this table, except for cases in which the PRDOH may determine that particular subrecipients, projects or conditions may require a higher cost cap per subtask. Such determination shall be established in writing by the PRDOH.

**Table 4: Cost Cap for Subtask 3.1 – SRA and Project Closeout**

Subtask Id	Per:	Cost Cap
Subtask 3.1	Total Cost per Subrecipient	\$1,100.00

**Table 5** presents the Cost Cap for Subtask 3.2-Reporting, included in the Scope of Services related to the FEMA Public Assistance part of the Non-Federal Match Program, based on the Project Staff rates defined in Table 2. The PRDOH shall not compensate the Program Manager for an amount greater than established caps in this table, except for cases in which the PRDOH may determine that particular subrecipients, projects or conditions may require a higher cost cap per subtask. Such determination shall be established in writing by the PRDOH.

**Table 5: Cost Cap for Subtask 3.2 – Reporting**

Subtask Id	Per:	Cost Cap
Subtask 3.2	Total Cost per Month	\$1,400.00

**Table 6** presents the Cost Cap for each Project Review Task or Subtask included in the Scope of Services related to the FEMA Public Assistance part of the Non-Federal Match Program (Task 2), applicable to FEMA-classified Small Projects and based on the Project Staff rates defined in Table 2. The PRDOH shall not compensate the Program Manager for an amount greater than established caps in this table, except for cases in which the PRDOH may determine that particular subrecipients, projects or conditions may require a higher cost cap per subtask. Such determination shall be established in writing by the PRDOH.

**Table 6: Cost Cap for Task 2 – Small Project Evaluation (FEMA-Public Assistance Tasks)**

Task Id	Per:	Cost Cap
Task 2.1-2.10	Small Project	\$1,700.00

**Table 7** presents the Cost Cap for each Project Review Task or Subtask included in the Scope of Services related to the FEMA Public Assistance part of the Non-Federal Match Program (Task 2), applicable to FEMA-classified Large Projects and based on the Project Staff rates defined in Table 2. The PRDOH shall not compensate the Program Manager for an amount greater than established caps in this table, except for cases in which the PRDOH may determine that particular subrecipients, projects or conditions may require a higher cost cap per subtask. Such determination shall be established in writing by the PRDOH.

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**Table 7: Cost Cap for Task 2 – Large Project Evaluation (FEMA-Public Assistance Tasks)**

Task Id	Per:	Cost Cap
Task 2.1-2.10	Large Project with a Project cost between \$123,100.00 and \$1,000,000.00 – Initial Review	\$1,900.00
	▪ Each Subsequent Review for the same Project, resulting in an Invoice	\$900.00
	Large Project with a Project cost between \$1,000,000.01 and \$5,000,000.00 – Initial Review	\$2,400.00
	▪ Each Subsequent Review for the same Project, resulting in an Invoice	\$1,100.00
	Large Project with a Project cost between \$5,000,000.01 and \$10,000,000.00 – Initial Review	\$3,300.00
	▪ Each Subsequent Review for the same Project, resulting in an Invoice	\$1,500.00
	Large Project with a Project cost of \$10,000,000.01 or greater – First and Subsequent Reviews	To be determined by the PRDOH, as per the level of effort evidenced by the PM, defined by hours spend by Position, using the established Hourly Rates for each Position.
	Large Project reviewed and Not Recommended for Match Payment	35% of Cost Cap, as per Large Project Cost

**Table 8** presents the Cost Cap for each Subrecipient Management Task or Subtask included in the Scope of Services related to the FEMA Hazard Mitigation Grant Program (HMGP) part of the Non-Federal Match Program (Tasks 1A), based on the Project Staff rates defined in Table 2. The PRDOH shall not compensate the Program Manager for an amount greater than established caps in this table, except for cases in which the PRDOH may determine that particular subrecipients, projects or conditions may require a higher cost cap per subtask. Such determination shall be established in writing by the PRDOH.

**Table 8: Cost Cap for Tasks 1A– HMGP Projects**

Task Id	Per:	Cost Cap
Task 1A	Project with a Project cost between \$123,100.00 and \$1,000,000.00	\$1,900.00

Task Id	Per:	Cost Cap
	Project with a Project cost between \$1,000,000.01 and \$5,000,000.00	\$2,400.00
	Project with a Project cost between \$5,000,000.01 and \$10,000,000.00	\$3,300.00
	Project with a Project cost of \$10,000,000.01 or greater	To be determined by the PRDOH, as per the level of effort evidenced by the PM, defined by hours spend by Position, using the established Hourly Rates for each Position.

The total allocation for the Project Staff budget [B] is \$6,179,804.80.

  
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### III. Special Services Allowance

Table 9 presents the Special Services Position Hourly Cost Rate.

  
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Table 9: Special Services Hourly Cost Rates

Special Services Position	Maximum Monthly Hours	Cost Rate per Hour
Environmental Consultant	50	\$88.11
Construction Oversight Engineer/Architect	50	\$104.13
Insurance Analyst	50	\$88.11

As described in Scope of Services, regarding Special Services, the Program Manager may be required to perform additional services, specialized analysis, or technical assessments related to Environmental, Construction Oversight, or Insurance concerns. All costs related to these Special Services will require PRDOH approval before starting. PRDOH shall not compensate for Special Services tasks and hours incurred for works not previously approved.

For a period of 24 months, a total allowance of [C] \$336,420.00 has been included as part of this contract.

### IV. Management Task Allowance

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

This Management Task Allowance may include onboarding and training activities to Program Manager team members who are not a part of the Key Staff, additional services or tasks required by Subrecipients, particular project circumstances which may require additional review, or any other activity or task related to the Program Management services that are not covered under Tasks 1, 2, 3, or 1A.

All costs related to these Management Task Allowance will require PRDOH's approval before starting. PRDOH shall not compensate for Management Task Allowance tasks and hours incurred for work not previously approved in writing.

A total allowance of [D] \$200,000.00 has been included as part of this contract.

### V. Total Contract Cost

The Total Contract Cost Awarded is the Total Sum of amounts shown in the previous sections, which is: [A] + [B] + [C] + [D] = \$8,522,985.60.<sup>7</sup>

## VI. Budgets Re-Distribution

The PRDOH reserves the right to re-distribute budgets shown for the above items [A] through [D] in the benefit of 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 or is necessary as per funding allocated by HUD<sup>8</sup>, 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 within, shall be considered binding and will not require an amendment to this contract.

  
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<sup>8</sup> Per Exhibit O – Cost Form, note 8, included as part of the Request for Proposal: Services contracted through this RFP will be available in a tiered manner, as per the funding allocation from HUD. Additional services may be contracted or added through amendments, as funds become available.



## ATTACHMENT E PERFORMANCE REQUIREMENTS

### NON-FEDERAL MATCH PROGRAM

The Program Manager shall provide services in accordance with the Scope of Services (Attachment C) of this contract.

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SUB-TASKS	DESCRIPTION	TIMEFRAME DATES	DELIVERABLES
<b>1.1 Outreach &amp; Training</b>	PRDOH has launched the Non-Federal Match Program for FEMA PA projects and is currently conducting outreach and registration of eligible entities. PRDOH will conduct a series of presentations and trainings, and provide technical assistance, to describe program requirements and the procedures subrecipients must follow.	Provide evidence of outreach or training <b>no later than five (5) calendar days</b> after the presentation, training or technical assistance is provided.	For each presentation, training or technical assistance provided, submit the corresponding evidence of attendance (sign-in sheet) and meeting minute for each event.
<b>1.2 Subrecipient Agreement</b>	PRDOH will coordinate with potential subrecipients to complete and sign an SRA or SRA Amendment reflecting program requirements. PRDOH will contact potential subrecipients to obtain all the necessary information to execute the SRA.	Obtain the required information and confirm <b>no later than ten (10) calendar days</b> after an entity has been identified by the PRDOH as an SRA or SRA Amendment candidate.	For each Subrecipient requiring an SRA or SRA Amendment, compile and provide the information necessary to complete the process.
<b>1.3 Subrecipient's Vendor Services Procurement Process</b>	The Subrecipient will be conducting procurement procedures to acquire services for full development of the project(s). The Subrecipient may present to the PRDOH Procurement Division all procurement documentation for evaluation. The Program shall complete a preliminary evaluation of the documents before submitting them to the	Review and feedback resulting from the federal compliance regulation evaluation shall be provided in writing <b>no later than five (5) calendar days</b> after a complete review has been performed by the PRDOH.	For each project submitted by the Subrecipient, evaluate and submit the results of the federal compliance regulation evaluation with the corresponding determination to the Subrecipient.

  
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	PRDOH Procurement Division. Also, technical assistance may be requested by the Subrecipient to draft or complete procurement packages in accordance with PRDOH's requirements, including generating compliant contract documents. PRDOH shall provide the assistance necessary to guide the Subrecipient in preparing documents and completing procurement processes.		
<b>2.1 Project Worksheet (PW) Prioritization and Assignment</b>	PRDOH and/or its authorized representative will periodically review Cost Share information from COR3 and other data sources to define priorities and develop batches of PWs to be reviewed for match payment eligibility. Initial meetings may be required to discuss and coordinate details for PW evaluation assignments.	Each project identified for review shall be assigned for review no later than <b>(5) calendar days</b> after a project is properly listed or identified as prioritized for evaluation. Project review assignment shall be reported <b>weekly</b> , or in the frequency required by the PRDOH.	For each assigned project, the corresponding data shall be recorded in the system of record and reported to the PRDOH, as required.
<b>2.2 HUD Activity Identification (Pre-evaluation) and National Objective Determination</b>	PRDOH has implemented a Project Pre-evaluation procedure through which potential subrecipients will submit PWs, projects and procurement packages for preliminary evaluations, prior to executing the SRA. The resulting, pre-eligible PWs shall be considered to be part of the SRA budget to be executed afterwards.	Completion of this task shall be reported <b>daily</b> , or as required by the PRDOH.	For each assigned project, the HUD activities and National Objective met must be recorded in the system of record and reported to the PRDOH, as required.
<b>2.3 Environmental Review and Clearance</b>	PRDOH will check to verify that the work associated with match payments was environmentally cleared by FEMA.	Completion of this task shall be reported <b>daily</b> , or as required by the PRDOH.	For each assigned project, the environmental compliance validation must be completed and when required, an Environmental Team validation must be coordinated and

  
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			completed, all which must be recorded in the system of record and reported to the PRDOH, as required.
<b>2.4 Selection of Costs and Review for CDBG-DR Eligibility Check</b>	After obtaining all necessary documentation for a project, PRDOH will select costs to substantiate the match payment and review them for compliance with CDBG-DR requirements. PRDOH will review and validate that supporting proof of payment documentation for selected CDBG-DR eligible costs is sufficient to justify match payment.	Completion of this task shall be reported as required by the PRDOH.	For each project assigned and following the established procedures, eligible costs must be identified, and the corresponding documents recorded in the system of record.
<b>2.5 Cost Documentation Review</b>	PRDOH will review selected CDBG-DR eligible costs to ensure sufficient supporting proof of payment documentation is available to justify match payment.	Completion of this task shall be reported <b>daily</b> , or as required by the PRDOH.	For each project assigned and following the established procedures, eligible costs must be reviewed, and the corresponding results recorded in the system of record.
<b>2.6 Procurement Documentation Review</b>	PRDOH will review procurement documentation to ensure compliance and consistency with PRDOH Procurement regulations and requirements.	Completion of this task shall be reported <b>daily</b> , or as required by the PRDOH.	For each project assigned and following the established procedures, procurement documents shall be compiled and recorded in the system of record.
<b>2.7 Labor Compliance Review</b>	PRDOH will review Labor Compliance information to ensure compliance and consistency with applicable Davis-Bacon Act and all applicable U.S. Department of Labor (DOL) regulations.	Completion of this task shall be reported <b>daily</b> , or as required by the PRDOH.	For each assigned project, the Federal compliance validation must be completed and when required, a Federal Compliance Team validation must be coordinated and completed, all which must be recorded in the system of record and reported to the PRDOH, as required.
<b>2.8 Duplication of Benefits (DoB) Review</b>	PRDOH will compare the total available assistance and compare it to the Applicant's unmet	Completion of this task shall be reported <b>daily</b> , or	For each project assigned and following the established procedures, an

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	need to determine whether or not a duplication of benefit exists.	as required by the PRDOH.	analysis and calculation of the benefits provided to the Subrecipient shall be completed, all which must be recorded in the system of record and reported to the PRDOH, as required.
<b>2.9 Review Completion and Recommendation Determination</b>	Subsequent to completion of the compliance review process, the Program Manager shall make the appropriate recommendation to PRDOH regarding match payment and provide the Subrecipient the applicable feedback.	Deliverable resulting from this subtask shall be completed and recorded as required and established in writing by the PRDOH. Completion of this task shall be reported <b>weekly</b> , or as required by the PRDOH.	For each project assigned and reviewed, a Review and Recommendation report must be generated, and the results of the review must be recorded in the system of record and reported to PRDOH, as required.
<b>2.10 Match Payment</b>	Upon compliance review approval by the PRDOH, match payment draw requests will be processed collaboratively with PRDOH and the Grant Manager.	Deliverable resulting from this subtask shall be completed and recorded no later than <b>five (5) calendar days</b> after each Recommendation report has been completed, or as required by the PRDOH. Completion of this task shall be reported <b>monthly</b> , or as required by the PRDOH.	For each subrecipient with reviewed projects, an invoice package shall be generated and submitted by the subrecipient, as per PRDOH requirements.
All Project Worksheet (PW) review tasks 2.1 to 2.10 shall be completed (start to finish) within <b>10 calendar days</b> . Task completion timeframe expectations will fluctuate in cases were pending supporting documentation required for compliance is requested in writing to the Subrecipient. The PM is responsible for informing PRDOH of such delays to avoid applicable penalties.			
<b>3.1 SRA and Project Closeout</b>	Manage closeout process for projects and subrecipients.	Deliverable resulting from this subtask shall be completed and recorded as established by PRDOH in the corresponding procedure or guideline.	For each subrecipient, a closeout package in the form and contents established by PRDOH must be generated, recorded in the system of record and reported to PRDOH, as required.
<b>3.2 Reporting</b>	Periodic reporting is required to update the Program's	Deliverable resulting from this subtask shall be	The corresponding report must be submitted in the

	implementation and development status.	completed in daily, weekly or monthly basis, as required by the PRDOH.	established or required format, as per PRDOH parameters.
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**Hazard Mitigation Grant Program (HMGP)**

**Tasks:**

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SUB-TASKS	DESCRIPTION	TIMEFRAME DATES	DELIVERABLES
<b>1.1A Program Coordination</b>	Ongoing Coordination with PRDOH, SHMO, Subrecipients and other Program Managers.	Deliverable resulting from this subtask shall be completed and recorded as established by PRDOH in the corresponding procedure or guideline.	For each potential Subrecipient considered under HMGP, provide the corresponding support and record all tasks completed toward coordination and support. Reporting of this subtask shall be completed, as required by the PRDOH.
<b>1.2A Preliminary Project Evaluation Checklist</b>	PRDOH has developed an HMGP Project Evaluation Checklist through which potential Global Match projects submitted by the SHMO complete a potential CDBG compliance evaluation, prior to the recommendation of the full Global Match project application.	Deliverable resulting from this subtask shall be completed and recorded as established by PRDOH in the corresponding procedure or guideline.	For each potential project considered under HMGP, provide the corresponding Preliminary Project Evaluation Checklist. Reporting of this subtask shall be completed, as required by the PRDOH.
<b>1.3A Match Project Application</b>	Preparation of CDBG Global Match Project Application upon FEMA HMGP project approval and initial determination of CDBG Project Compliance.	Deliverable resulting from this subtask shall be completed and recorded as established by PRDOH in the corresponding procedure or guideline.	For each potential project considered under HMGP and preliminarily evaluated, provide the corresponding CDBG Global Match Project Application. Reporting of this subtask shall be completed, as required by the PRDOH.

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 to the Subrecipient as part of the Grantee responsibilities.



**OSPA  
Request for Proposals (RFP)  
Program Management Services  
Non-Federal Match Program  
Community Development Block Grant – Disaster Recovery  
Puerto Rico Department of Housing  
Secretary for Legal Affairs  
Insurance Section**

**SPECIAL INSURANCE AND BONDING SPECIFICATIONS  
FOR PROFESSIONAL SERVICES**

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**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) Commercial General Liability (Broad Form) including the following insurance coverage**

COVERAGE	LIMIT
<b>I. Commercial General Liability:</b>	\$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)
<b>II. Employer’s Liability Stop Gap:</b>	

COVERAGE	LIMIT
<ul style="list-style-type: none"> <li>Bodily Injury by Accident</li> </ul> Each Employee Each Accident	\$1,000,000.00 \$1,000,000.00
<ul style="list-style-type: none"> <li>Bodily Injury by Disease</li> </ul> Each Employee Each Accident	\$1,000,000.00 \$1,000,000.00

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

LIMIT
<ul style="list-style-type: none"> <li>Auto Liability - \$1,000,000.00</li> <li>Physical Damages - \$1,000,000.00</li> <li>Medical Payments - \$10,000.00</li> </ul>
<b>The Commercial Auto cover must be applied to the following symbols:</b>
<ul style="list-style-type: none"> <li>Liability Coverage -1</li> <li>Physical Damages – 2 and 8</li> <li>Hired – Borrowed Auto - 8</li> <li>Non-Owned Auto Liability - 9</li> </ul>

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
- (X) aggregate                 \$5,000,000
- (X) deductible                 \$5,000.00

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

5. **(X) Umbrella**

Limit - \$2,000,000.00

6. **(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*.**

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- (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

7. (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 "Best Rating Guide".
3. Submit to the **Department of Housing** a written certification as evidence of full payment of premiums by the Contractor. Mention each risk coverage premium separately.
4. Avoid sub-contractual obligations of premium financing or any other kind, which may be detrimental to the public interest.
5. Avoid any request for cancellation by the contractor prior to the expiration date of the policy, without the consent of the Insurance Section of the **Department of Housing**: Discuss any refund of unearned premium.
6. Follow all Federal Bail and Acceptance Insurance Regulations, when applicable.
7. Indicate in the appropriate place of all insurance policies and/or bonds, the full description of the project, work or service to be rendered.
8. Not to make any amendments to insurance policies and bonds issued under the special conditions mentioned above, unless approved by the Insurance Section of the Department of Housing.
9. To ensure that all insurance policies or bonds are issued to comply with all of our special insurance conditions with respect to the period of coverage, type of risk coverage, as well as all limits, as specified, and also to eliminate those exclusions in accordance with our request.

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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 sub-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**

  
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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  
Non-Federal Match Program**

  
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July 30, 2020  
Date

  
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Arlyn Rodríguez Fuentes  
Insurance Section  
Secretary for Legal Affairs

# ATTACHMENT G

## HUD GENERAL PROVISIONS

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

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

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.

  
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### 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;

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- (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

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respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

**11. SECTION 504 OF THE REHABILITATION ACT OF 1973**

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

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

**12. AGE DISCRIMINATION ACT OF 1975**

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

**13. DEBARMENT, SUSPENSION, AND INELIGIBILITY**

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

**14. CONFLICTS OF INTEREST**

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

**15. SUBCONTRACTING**

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

  
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- (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

  
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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

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effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONTRACTOR under this Agreement shall, at the option of the PRDOH, become the PRDOH's property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the Government of Puerto Rico and PRDOH for damages sustained by the Government of Puerto Rico and/or PRDOH by virtue of any breach of the Agreement by the CONTRACTOR, and the Government of Puerto Rico and/or PRDOH may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the Government of Puerto Rico and/or PRDOH from the CONTRACTOR is determined.

**22. TERMINATION FOR CONVENIENCE**  
**(Applicable to contracts exceeding \$10,000)**

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

**23. SECTION 503 OF THE REHABILITATION ACT OF 1973**  
**(Applicable to contracts exceeding \$10,000)**

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

Equal Opportunity for Workers with Disabilities:

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

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- (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.

  
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2) The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

  
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3) In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4) The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The CONTRACTOR must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the CONTRACTOR may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

5) The CONTRACTOR will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

6) The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The

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

#### **24. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

- 1) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2) The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 4) The CONTRACTOR will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the CONTRACTOR's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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- 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

  
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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).

  
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**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:

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

  
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## **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.

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

## **28. BONDING REQUIREMENTS**

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

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

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

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

### **(As required by applicable thresholds)**

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

  
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- 2) The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 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

  
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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**

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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.

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### **38. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS**

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

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

### **39. INTEREST OF CERTAIN FEDERAL OFFICERS**

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

### **40. INTEREST OF CONTRACTOR**

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

### **41. POLITICAL ACTIVITY**

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

### **42. RELIGIOUS ACTIVITY**

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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).

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## ATTACHMENT H

### CERTIFICATION

#### TIDAL BASIN CARIBE, LLC

##### I. Contractor (or Subrecipient) Certification Requirement:

1. Neither the contractor (or subrecipient) nor any of its owners<sup>1</sup>, partners, directors, officials or employees, has agreed to share or give a percentage of the contractor's (or subrecipient's) compensation under the contract<sup>2</sup> to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract.
2. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.
3. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).
4. Neither the contractor (or subrecipient), nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law.

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<sup>1</sup> 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.

<sup>2</sup> As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

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


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

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

  
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By: Esrone McDaniels  
Vice President

Signature:   
Esrone McDaniels (Nov 8, 2021 13:53 AST)

Date: November 8, 2021









# Non-Federal Match Tidal Basin Agreement FINAL

Final Audit Report

2021-11-09

Created:	2021-11-08
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsybLVLbzqnGexBpaCTSB4QAcKWH8ZxBK

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