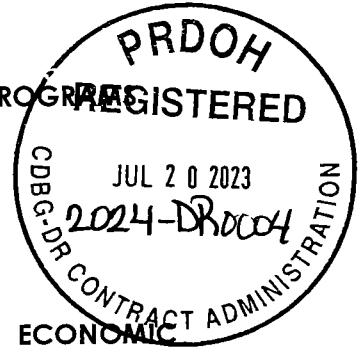




GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

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

**AGREEMENT FOR
IMPLEMENTATION MANAGEMENT SERVICES FOR ECONOMIC RECOVERY PROGRAMS
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
TIDAL BASIN CARIBE, LLC**



This **AGREEMENT FOR IMPLEMENTATION MANAGEMENT SERVICES FOR ECONOMIC RECOVERY PROGRAMS (Agreement or Contract)** is entered into in San Juan, Puerto Rico, this 19 of July, 2023, by and between the **PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)**, a public agency created under Act No. 97 of June 10, 1972, as amended, 3 LPRA § 441, *et seq.*, known as the "Organic Act of Department of Housing" with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of Guaynabo, Puerto Rico, in his capacity as Secretary; and **TIDAL BASIN CARIBE, LLC (CONTRACTOR)**, with principal offices in 126 Business Park Drive, Utica, New York, herein represented by Esrone McDaniels, in his capacity as Chief Operating Officer, of legal age, single, and resident of Atlanta, Georgia, duly authorized by Resolution by the CONTRACTOR.

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

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

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

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

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

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

accountability and is committed to the responsible, efficient, and transparent administration of CDBG-DR grant funding.

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

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

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

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

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

WHEREAS, the PRDOH is interested in contracting a firm to support PRDOH in implementing and administering the CDBG-DR/MIT Economic Recovery Programs, as deemed necessary by PRDOH. This firm will support PRDOH's objectives of ensuring compliance with all CDBG-DR/MIT, HUD and applicable federal and local requirements, rules and regulations, as well as in PRDOH's objectives of the Action Plan, as amended, and adequately coordinating and monitoring all CDBG-DR/MIT related activities.

WHEREAS, on December 2, 2022, the PRDOH issued the Request for Proposal "No. CDBG-DR/MIT-RFP-2022-14" for Implementation Management Services to support PRDOH in implementing and administering the CDBG-DR and CDBG-MIT Economic Recovery Programs. This request was placed through CDBG-DR/MIT website and the Registro Único de Subasta (**RUS**). Through this procurement process, the PRDOH received five (5) proposals. The proposals were evaluated by an Evaluation Committee appointed pursuant to Administrative Order No. 23-06 dated January 24, 2022. The Evaluation Committee performed an evaluation of the proposals based on the criteria stated in the RFP.

WHEREAS, on January 19, 2023, the CONTRACTOR submitted a proposal, which fully complied with the requirements set forth by the PRDOH.

WHEREAS, the CONTRACTOR has duly adopted a Resolution dated February 3, 2023, authorizing the CONTRACTOR, via its Chief Operating Officer, Esrone McDaniels, to enter into the Agreement with the PRDOH.

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 reasonable costs, and the CONTRACTOR by its acceptance of the terms and conditions of this Agreement is

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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 an hourly contract. Under this Agreement, the CONTRACTOR shall submit monthly invoices to the PRDOH based on the Price Form (**Attachment C**) and as the services are rendered. Any and all changes and/or modifications to this Agreement shall be in writing and must be signed by both parties.

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

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

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

II. TERM OF AGREEMENT

- A.** This Agreement shall be in effect and enforceable between the parties from the date of its execution. The Term of this Agreement will be for a performance period of **twenty-four (24) months**, ending on July, 18, 20²⁵.
- B. Contract Extensions:** PRDOH may, at its sole discretion, extend the Agreement's term up to **three (3) annual extensions** upon mutual written agreement of the parties.
- C.** The term of this Agreement shall not exceed the lifetime of the initial Grant Agreement between PRDOH and HUD unless the term of the initial Grant Agreement is extended by HUD, in which case the Agreement shall not exceed said extended period.

III. SCOPE OF SERVICES

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


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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 C** of this Agreement.
- B. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **ELEVEN MILLION SIX HUNDRED TWENTY-THREE THOUSAND ONE HUNDRED FIFTEEN DOLLARS (\$11,623,115.00)**; **Account Numbers: R02E15SBF-EDC-LM/6090-01-000; R02E15SBF-EDC-UN/6090-01-000; R02E23RUR-DOA-LM/6090-01-000; and R02E23RUR-DOA-UN/ 6090-01-000.**
- C. Such payment shall be compensation for all allowable services required, performed, and accepted under this Agreement included in **Attachment C** and **Attachment D**.
- D. Any additional funds to complete the services requested by the PRDOH to the CONTRACTOR will be subject to evaluation before acceptance as well as funds availability and will require an amendment to this Agreement.
- E. The CONTRACTOR shall submit an invoice to PRDOH on a monthly basis. Said invoice must be submitted including all required invoice supporting documents, including but not limited to monthly reports, timesheets, invoice and photos evidence, expense plan and/or work projections. If PRDOH determines that the submitted invoice and supporting documents are acceptable, then the invoice will be approved for payment.
- F. The services rendered under the Agreement, shall be payable within **forty-five (45) business days** from the date the invoice is received and approved by a PRDOH representative for payment. If PRDOH raises any objections, PRDOH will return the invoice for corrections and the CONTRACTOR shall modify the invoice and return it within **five (5) business days**. Once the CONTRACTOR returns the modified invoice, the PRDOH shall resume and conclude the payment process within the next **forty-five (45) business days**.
- G. An authorized representative of the PRDOH will review each invoice and, if adequate, will approve and process its payment. Payments to the CONTRACTOR shall be made by electronic funds transfer (**EFT**). PRDOH reserves the right to conduct any audits it deems necessary. The CONTRACTOR agrees to cooperate fully with any such audit or audits.
- H. While providing the services under this Agreement, the CONTRACTOR must adhere to applicable requirements of the CDBG-DR/MIT grant. If the CONTRACTOR performs ineligible activities under the CDBG-DR/MIT grant or program, the CONTRACTOR cannot include them in the invoice for payment to the CONTRACTOR.
- I. CONTRACTOR shall be liable to the PRDOH for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement. CONTRACTOR shall reimburse such disallowed costs from funds other than those CONTRACTOR received under this Agreement.

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- J. The CONTRACTOR acknowledges and agrees to repay any CDBG-DR/MIT funds used for ineligible costs.
- K. In order for the CONTRACTOR to receive payment for any work performed hereunder, the following certification must be included in each application for payment or invoice submitted to the PRDOH for payment:

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

V. REIMBURSABLE EXPENSES

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

VI. ADDITIONAL SERVICES

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

VII. OWNERSHIP AND USE OF DOCUMENTS

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

VIII. DOCUMENTATION AND RECORDKEEPING

- A. **Records to be Maintained:** The CONTRACTOR shall maintain records of the state and units of general local government, including supporting documentation, which shall


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be retained for the greater of **five (5) years** from the closeout of the grant to the state, or the period required by other local applicable laws and regulations. Such records include but are not limited to: Records providing a full description of each activity undertaken; Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR/MIT program; Records required to determine the eligibility of activities; Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-DR/MIT assistance; Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG-DR/MIT program regulations; Financial records as required by 24 C.F.R. § 570.506, and 2 C.F.R. part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and other records necessary to document compliance with this agreement, any other applicable Federal statutes and regulations, and the terms and conditions of PRDOH's Federal award.

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

IX. ACCESS TO RECORDS

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

X. NON-DISCLOSURE AND CONFIDENTIALITY

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


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

XI. PERFORMANCE WARRANTY

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

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XII. TERMINATION

- A. Termination for Cause or Default:** The PRDOH may terminate this Agreement, in whole or in part, because of CONTRACTOR's failure to fulfill any of its obligations. The PRDOH shall terminate this Agreement by delivering to the CONTRACTOR a **thirty (30) calendar day** notice of termination specifying the extent to which the performance of the service under this Agreement is terminated, the reason therefor and the effective date of termination. CONTRACTOR shall, upon written notice, be provided a **ten (10) calendar day** opportunity to cure the alleged defect that resulted in the perceived default. If the defect is not cured within that period of time, CONTRACTOR shall immediately discontinue all such services being terminated and deliver to the PRDOH all information, notes, drafts, documents, analysis, reports, compilations, studies and other materials accumulated or generated in performing the services contemplated in this Agreement, whether completed or in process. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the PRDOH for damage sustained to PRDOH CDBG-DR/MIT Program by virtue of any breach of the Agreement by the CONTRACTOR. The PRDOH may withhold any payments to the CONTRACTOR, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the PRDOH by the CONTRACTOR. PRDOH shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.
- B. Termination for Convenience:** The PRDOH may terminate this Agreement, in whole or in part, whenever the PRDOH determines that such termination is necessary or convenient to the Agency. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a **thirty (30) calendar days'** notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination. PRDOH shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.
- C. Termination by Unilateral Abandonment:** The PRDOH will consider this Agreement immediately terminated, in the event that the CONTRACTOR unilaterally and without prior notice, chooses to abandon (in any shape, form or fashion) cease and desist in the specific performance of its general and particular duties and responsibilities as agreed in this Agreement. Upon the knowledge of such event, the PRDOH will not be held liable and will immediately, automatically and retroactively deduct from any future reimbursement, all funds from the day such unilateral abandonment took place. The PRDOH will not be compelled to continue the performance of this Agreement, should the CONTRACTOR breach this Agreement by unilateral abandonment. For the purposes of this Section, Abandonment shall mean that CONTRACTOR voluntarily and intentionally disavows its contractual duties in a manner that is overt and without question a relinquishment of said contractual duties.
- D. Unilateral Termination:** The PRDOH may terminate this Agreement, in whole or in part, at PRDOH's sole discretion, with or without cause, at any time. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a **thirty (30) calendar days'** notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all

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

XIII. PENALTIES AND LIQUIDATED DAMAGES

A. Penalties

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

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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, **one hundred twenty dollars (\$120.00)** for each calendar day that any task deliverable required is late until deemed in compliance subject to a maximum of **five thousand dollars (\$5,000.00)** established in this Contract between PRDOH and the CONTRACTOR, in accordance with **Attachment B** and **Attachment D**. Said sum, in view of the difficulty of accurately ascertaining the loss which PRDOH will suffer by reason of delay in the completion of the Work hereunder, is hereby fixed and agreed as the liquidated damages that PRDOH will suffer by reason of such delay. Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the PRDOH's right to indemnification, or the CONTRACTOR's obligation to indemnify the PRDOH pursuant to this Contract, or to any other remedy provided for in this Contract or by Law. Liquidated damages may be assessed at the sole discretion of PRDOH. For the purpose of applying and calculating such liquidated damages, a grace period of **ten (10) business days** shall be observed. The PRDOH may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages due to the PRDOH per the formula above, the CONTRACTOR shall be liable to pay the difference.

XIV. LIABILITY

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

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

XV. INSURANCE

A. Required Coverage

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

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

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

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

B. Endorsements

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

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

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

C. Related Requirements

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

Renewal Certificates of Insurance or such similar evidence is to be received by the Contract Administration of the Legal Division and/or the Finance area of the CDBG-DR/MIT program prior to expiration of insurance coverage. At PRDOH's option, non-compliance will result in one or more of the following actions: (1) The PRDOH will purchase insurance on behalf of the CONTRACTOR and will charge back all cost to the

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

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

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XVI. HOLD HARMLESS

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

XVII. FORCE MAJEURE

In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, pandemic officially declared by the Government of Puerto Rico, strike, labor dispute or unrest, embargo, war, insurrection or civil unrest, any Force Majeure including inclement weather, herein collectively referred to as Force Majeure during the term of this Agreement, neither the PRDOH nor the CONTRACTOR shall be liable to the other party for nonperformance during the conditions created by such event. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date.

The CONTRACTOR shall notify the PRDOH in writing as soon as possible, but in any event within **ten (10) business days** of the occurrence of the Force Majeure event and describe in reasonable detail the nature of the Force Majeure event, how the non-performance or delay relates to or arises from the Force Majeure event, its anticipated duration and any action taken to minimize its effect. The CONTRACTOR may be entitled to reasonable adjustments in schedules, among other measures, in the foregoing circumstances. If non-performance continues for more than **thirty (30) days**, without reasonable justification, the PRDOH may terminate this Agreement immediately upon written notification to the CONTRACTOR.

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.

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

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

XIX. INDEPENDENT CONTRACTOR

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

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

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

XX. NOTICES

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

To: PRDOH

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

To: CONTRACTOR

Esrone McDaniels
Chief Operating Officer
Tidal Basin Caribe, LLC
126 Business Park Drive
Utica, New York 13502-6302

XXI. THIRD PARTIES

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

XXII. SUBCONTRACTS

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

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

- i. That the work performed by the subcontractor be in accordance with the applicable terms of this Agreement between the PRDOH and CONTRACTOR;
- ii. That nothing contained in such subcontract agreement shall impair the rights of the PRDOH;

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

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

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

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

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XXIII. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS

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

A. Compliance with Executive Order No. 24: Pursuant to Executive Order No.24 of June 18, 1991, the CONTRACTOR certifies and guarantees that at the signing of this Agreement it has filed all the necessary and required income tax returns to the Government of Puerto Rico for the last **five (5) years**. The CONTRACTOR further certifies that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Government of Puerto Rico. The CONTRACTOR shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONTRACTOR will be given a specific amount of time by the PRDOH to produce said documents. During the term of this Agreement, the CONTRACTOR agrees to pay and/or to remain current with any repayment plan agreed to by the CONTRACTOR with the Government of Puerto Rico.

B. Compliance with Executive Order 52: Pursuant to Executive Order No. 52 of August 28, 1992, amending Executive Order No.1991-24, the CONTRACTOR certifies and warrants that it has made all payments required for unemployment benefits, workmen's compensation and social security for chauffeurs, whichever is applicable, or that in lieu thereof, has subscribed a payment plan in connection with any such unpaid items and is in full compliance with the terms thereof. The CONTRACTOR accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each and every CONTRACTOR and subcontractor whose service the CONTRACTOR has secured in connection with the services to be

rendered under this Agreement and shall forward evidence to PRDOH as to its compliance with this requirement.

- C. Compliance with Circular Letter No. 1300-16-16 of the Puerto Rico Department of Treasury:** The CONTRACTOR accepts and acknowledges its responsibility of acquiring the certifications required in the Puerto Rico Department of Treasury Circular Letter No. 1300-16-16 issued on January 19, 2016. All certifications must be submitted during their term of validity, in accordance with applicable laws. Certifications expired or issued more than **sixty (60) calendar days** prior to the contract date will not be accepted. The last payment to be made under the contract will only be issued if the 'Debt Certifications' by the Puerto Rico Department of Treasury indicate that the CONTRACTOR has no debt with the Department of Treasury. The CONTRACTOR agrees to cancel any debt that cannot be clarified with the Department of the Treasury through a withholding made by PRDOH from the payments to which it is entitled to receive under the contract.
- D. Social Security and Income Tax Retentions:** The CONTRACTOR will be responsible for rendering and paying the Federal Social Security and Income Tax Contributions for any amount owed as a result of the income from this Agreement.
- E. Government of Puerto Rico Municipal Tax Collection Center (CRIM, for its Spanish acronym):** The CONTRACTOR certifies and guarantees that at the signing of this Agreement it has no current debt with regards to property taxes that may be registered with the Government of Puerto Rico's Municipal Tax Collection Center. The CONTRACTOR further certifies to be current with the payment of any and all property taxes that are or were due to the Government of Puerto Rico. The CONTRACTOR shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONTRACTOR will deliver upon request any documentation requested under this clause as per request of PRDOH. During the Term of this Agreement, the CONTRACTOR agrees to pay and/or to remain current with any repayment plan agreed to by the CONTRACTOR with the Government of Puerto Rico with regards to its property taxes.
- F. Income Tax Withholding:** The PRDOH shall retain the corresponding amount from all payments made to the CONTRACTOR, as required by the Puerto Rico Internal Revenue Code. The PRDOH will advance such withholdings to the Government of Puerto Rico's Treasury Department (known in Spanish as *Departamento de Hacienda del Gobierno de Puerto Rico*). The PRDOH will adjust such withholdings provided the CONTRACTOR produces satisfactory evidence of partial or total exemption from withholding.
- G. Compliance with Act No. 45 of April 18, 1935, as amended, 11 LPRA § 1, et seq.:** The CONTRACTOR certifies and guarantees that at the signing of this Agreement has valid insurance issued by the State Insurance Fund Corporation (CFSE, for its Spanish Acronym), as established by Act No. 45, *supra*, known as the "Puerto Rico Workers' Accident Compensation Act".
- H. Government of Puerto Rico's Agency for the Collection of Child Support (ASUME, for its Spanish acronym):** The CONTRACTOR certifies and guarantees that at the signing of this Agreement that the CONTRACTOR nor any of its Partners, if applicable, have any debt or outstanding debt collection legal procedures with regards to child support payments that may be registered with the Government of Puerto Rico's Child Support Administration. The CONTRACTOR hereby certifies that it is a limited liability

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company organized and existing in good standing under the laws of the Government of Puerto Rico. The CONTRACTOR shall present, to the satisfaction of PRDOH, the necessary documentation to substantiate the same. The CONTRACTOR will be given a specific amount of time by PRDOH to deliver said documents.

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

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3. It declares under oath the above mentioned in conformity with what is established as in Act No. 2 of January 2, 2018, as amended, known as the "Anti-Corruption Code for the New Puerto Rico", which prohibits awarding Offers for government contracts, to those convicted of fraud, embezzlement or misappropriation of public funds.
4. The CONTRACTOR represents and guarantees that none of its employees, officials or agents have been convicted of a felony or misdemeanor as described in this sub-section. Moreover, the CONTRACTOR agrees to notify PRDOH should any employee, official, or agent is convicted of a felony or misdemeanor as described in this sub-section after the date of this Agreement. Said notice shall be made within **ten (10) business days** from the time of the conviction.

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

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

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

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

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

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

A. Interagency Services Clause: Both contracting parties acknowledge and agree that services retained may be provided to any entity of the Executive Branch with which

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the contracting entity makes an interagency agreement or by direct provision of the Office of the Chief of Staff of the Governor (*Secretaría de la Gobernación*). These services will be performed under the same terms and conditions in terms of hours of work and compensation set forth in this Agreement. For purposes of this clause, the term "Executive Branch entity" includes all agencies of the Government of Puerto Rico, as well as public instrumentalities and corporations and the Office of the Governor.

- B. Termination Clause:** The Chief of Staff (*Secretario de la Gobernación*) of the Governor shall have the power to terminate this Agreement at any time.
- C. Contract Review Policy of the Financial Supervision and Administration Board for Puerto Rico:** The parties acknowledge that the CONTRACTOR has submitted the certification entitled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board (**FOMB**) for Puerto Rico, effective as of November 6, 2017, as amended on October 30, 2020, signed by the Contractor's Executive Director (or another official with an equivalent position or authority to issue such certifications). A signed copy of the "Contractor's Certification Requirement" is included as **Attachment G** to this contract.

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

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

The FOMB Policy requires that all agreements that contemplate recurring professional services that may be performed by appropriately trained government staff include a provision of compliance with the adequate transfer of skills and technical knowledge to the pertinent public sector personnel. This requirement shall not apply to contracts that contemplate non-recurring professional services or specialized professional services that may not be performed by existing staff at the applicable governmental entity, including as a result of independence requirements.

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

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

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

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

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

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

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

XXX. CDBG-DR/MIT POLICIES AND PROCEDURES

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

XXXI. SECTION 3 CLAUSE

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

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

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

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

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

F. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part


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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 subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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

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

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

- A.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Forms-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C.** The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). The CONTRACTOR

acknowledges that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. §3801 et seq., apply to this certification and disclosure, if any.

XXXIII.EQUAL OPPORTUNITY

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


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

XXXIV. SOLID WASTE DISPOSAL ACT

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

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

2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

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3) CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include:

- a. procuring only items designated in guidelines of the EPA at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000);
- b. procuring solid waste management services in a manner that maximizes energy and resource recovery; and
- c. establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXXV. DRUG FREE WORKPLACE

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

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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. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION

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

XXXVIII. NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

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

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

XL. BANKRUPTCY

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

XLI. ENTIRE AGREEMENT

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

XLII. MODIFICATION OF AGREEMENT

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

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

XLIII. BINDING EFFECT

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

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

XLIV. ASSIGNMENT OF RIGHTS

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

XLV. NON-WAIVER

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

XLVI. ORDER OF PRECEDENCE

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


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XLVII. GOVERNING LAW JURISDICTION

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

XLVIII. 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

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.


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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.

XLIX. HEADINGS

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

L. FEDERAL FUNDING

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

LI. RECAPTURE OF FUNDS

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

LII. OVERPAYMENT

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

LIII. SEVERABILITY

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

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LIV. COUNTERPARTS

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

LV.SURVIVAL OF TERMS AND CONDITIONS

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


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

**PUERTO RICO DEPARTMENT OF
HOUSING**

TIDAL BASIN CARIBE, LLC

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Jul 19, 2023 20:48 EDT)
William O. Rodríguez Rodríguez, Esq.
Secretary


Esrone McDaniels
Chief Operating Officer

Attachment A

Tidal Basin Executive Summary

There is no doubt the Implementation Management Services for Economic Recovery Programs is critical to the recovery of Puerto Rico. After Hurricanes Maria and Irma ravaged Puerto Rico nearly five years ago, the island suffered devastating losses to homes, businesses, infrastructure and – even more unfortunately – life. Since that time, billions of recovery dollars have been allocated to the Island to help assist residents get back on their feet, and the island’s economic recovery is critical to building resilience against future risks and disasters.

Tidal Basin has assembled the best team with extensive experience in leading large-scale economic recovery on-island and across the nation. Our team predominantly consists of local staff and firms who are knowledgeable about Puerto Rico and the challenges faced by its residents – because they are also residents who face those same challenges. This experience and perspective offers PRDOH the most efficient team with the best value because of our knowledge of the island’s physical and cultural landscape, its people, its regulations, and its needs.

Benefits the Tidal Basin Team Brings to PRDOH



Depth of Knowledge

Minimal training needs, since our team and partners are actively delivering the programs and know PRDOH’s operational framework



Successful Past Performance

Successful past performance of HUD CDBG-DR and CDBG-MIT funded programs beyond economic development portfolio



Strong Relationships

Strong relationships and partnerships with stakeholders and other program management firms who work on programs across the island, enabling us to coordinate effectively across the various teams to provide PRDOH with a collaborative solution.

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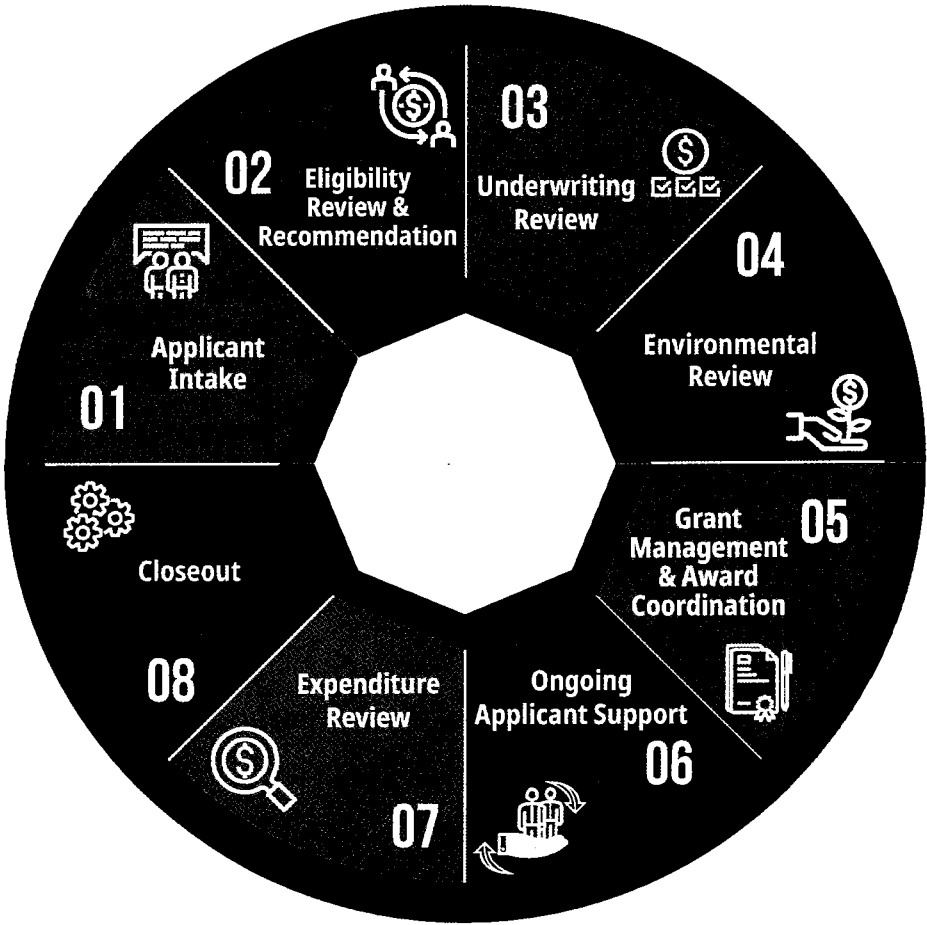


Project Approach Overview

Why Our Project Approach?

Tidal Basin is actively provided case management services for SBF and Regrow PR and is therefore intimately knowledgeable about the program’s ins and outs, challenges, bottlenecks, and key players. Additionally, our team is experienced in providing underwriting services on-island and can do so in an informed and cost-effective manner. Further, Tidal Basin has provided comprehensive support for PRDOH recovery programs and has experience with the additional scope items requested.

High-Level Economic Development Program



Key Personnel Responsible for Executing the Program

We have brought together a team of professionals who offer subject matter expertise in all programmatic and implementation areas outlined in the scope of work. Our key staff are located in Puerto Rico, will be ready to begin working within two (2) weeks after the contract execution date, and can support all eligible applicants. Key staff will remain assigned to the program(s) over the life of the contract and will be invoiced to PRDOH on an hourly basis in accordance with Exhibit G located in the A-3 Cost Proposal volume. If any changes to key staff are needed, Tidal Basin will notify PRDOH in writing to request approval of any new staff proposed.

Our key personnel highlighted on the following page will be responsible for executing all tasks and deliverables outlined in the preceding Project Approach Overview section. Their detailed resumes with references can be found in the Key Personnel section in Tab 3 of this response.

We will provide additional resources as needed or requested by PRDOH to accomplish assignments authorized by the PRDOH Secretary. We have more than 150 local staff resources who can be enlisted to support this program as well as a pre-vetted cadre staff of more than 2,000 who we can call on to provide surge support and ramp up and down the program as needed.

As you will see throughout the remainder of this proposal response, our team brings the best value with our programmatic understanding, demonstrated experience, and local talent to effectively implement the “economic recovery programs.



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Key Personnel Responsible for Executing the Program

We have brought together a team of professionals who offer subject matter expertise in all programmatic and implementation areas outlined in the scope of work. Our key staff are located in Puerto Rico, will be ready to begin working within two (2) weeks after the contract execution date, and can support all 78 municipalities. Key staff will remain assigned to the program(s) over the life of the contract and will be invoiced to PRDOH on an hourly basis in accordance with Exhibit G located in the A-3 Cost Proposal volume. Their detailed resumes with references can be found in the Key Personnel section in Tab 3 of this response.



Ana Alemañy-Martínez, Esq.
Program Manager
Tidal Basin

Why Tere?

- ❑ **Bilingual program management professional** with a professional trajectory within the Private and Public sector during the last 20 years.
- ❑ **10+ years experience** in business administration, including production management and personnel management gained through various senior level positions supporting the government of Puerto Rico
- ❑ **Attorney at law** with a proven record of success supporting CDBG-DR funded recovery projects since Hurricane Maria
- ❑ **Comprehensive knowledge of CDBG-DR** rules and regulations
- ❑ Previous leadership roles as senior advisor **overseeing programs and projects for the Government of Puerto Rico**
- ❑ Program experience with **production processes, managing pipeline and meeting targets for recover projects** that has deliver qualitative results for PRDOH
- ❑ Served as the primary point to PRDOH Legal Department to assist in requirements related to the Administrative Review process
- ❑ Experience providing direct support to the Deputy Project Manager, Operations Project Manager and Project Manager in complying with the R3 Project Guidelines and policies, reviewing and developing SOPs for all operational departments of the R3 Program including, ADA Internal audit checklist, and compliance with Section 3 and MWBE federal standards



Roberto Gonzalez
Customer Service Coordinator
Tidal Basin

Why Roberto?

- ❑ **Bilingual management professional** with a broad scope of experience in production management, dispute resolutions and quality control and assurance
- ❑ **More than 10 years of experience** of proven ability to assess technical capabilities, create and implement process improvements, and streamline operations for business efficiency
- ❑ **Program Manager certified professional** with a solid background in customer service relations including fostering business relationships with Senior Government Officials and Corporate Executive Officers, internationally
- ❑ Brings experience within the marketing, **banking and recovery sectors** for 5+ years, that has embedded him with the professional skills set to create and maintain effective communication channels across diverse populations, aligned with the high-quality standards required in these industries
- ❑ Experience **overseeing case management** quality assurance and control during the last two years, specifically for the Small Business Finance and Urban and Rural Agricultural Programs
- ❑ Provides **cases compliance review, conflict management & resolutions** with applicants, staff and other stakeholders in order to recommend applicants eligibility and grants approvals



Elmer Acevedo
Agronomist
Tidal Basin

Why Elmer?

- ❑ **Licensed Agronomist**
- ❑ **Over 3 years of experience in the agricultural sector**
- ❑ Brings **experience working for the United States Department of Agriculture**
- ❑ Has worked as a soil conservationist compiling resource information, editing maps, interpreting soil survey data, assisting applicants to meet USDA programs standards
- ❑ **Evaluated 50+ Conservation Innovation Grants applications**
- ❑ Broad technical knowledge and **mastery of the CDBG-DR Urban and Agricultural Program (Re-Grow)**
- ❑ **Direct collaboration in the launching of the Re-Grow Program** with the Puerto Rico Science Trust and **provided agricultural community outreach & intake services, case management and technical feasibility assessments** required for grant awards
- ❑ **Performed over 100 on-site feasibility studies for startup businesses and agricultural businesses** in expansion to assure businesses plans and income projections can be achieved and are aligned with CDBG-DR Annual Action Plan and Re-Grow Program Guidelines

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Proposed Plan of Action / Work Approach

Understanding Of CDBG-DR and MIT Economic Recovery Programs

The Tidal Basin team understands the complex inter-relationships and cross-sector benefits to recovery programs. Economic recovery programs are essential to long-term recovery and provide the business sector with much needed support to keep services running, citizens employed, and meet the needs of the new recovery economy. Additionally, island wide economic prosperity is critical for all 78 municipalities as they continue to recover from substantial losses in tax revenue.

As experts in disaster recovery program and case management, the Tidal Basin team knows that our team will be the face of economic recovery to those in need. In short, we understand the need to guide both applicants and subrecipients in developing actionable grant applications which will contribute to the long-term economic recovery goals of the three programs outlined in the RFP and described below.

Small Business Financing Program (SBF):

With a program budget of \$225M, this program’s objective is to provide grants to eligible businesses, including start-ups, that were physically or financially damaged by Hurricanes Irma or Maria. As the lifeblood of the Puerto Rican economy, small businesses need access to additional capital now more than ever. As the active case management provider on this contract, our team will use our combined knowledge of Puerto Rico’s Small Business Sector and CDBG-DR program requirements to assist businesses in planning efforts and long-term goals. Leveraging our existing trainings, policies, and best practices, we will facilitate faster and more efficient reviews by assisting prospective applicants in the application process to aid in the creation of new jobs, employee retention and addressing other urgent needs facing may small business in Puerto Rico.

Regrow PR Urban and Rural Agriculture Program (Re-Grow) Program:

This program will utilize a budget of \$92.5 million to promote and increase food security island-wide, enhance and expand agricultural production related to economic revitalization and development activity. The Re-Grow program will distribute awards in a similar fashion to the SBF models, through subrecipient distribution, with varying award amounts. Leveraging our knowledge as the current case management provider on the Re-grow program and our in-house agronomist’s expertise, we will support agricultural businesses from start to finish in their application and grant process.

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Tidal Basin acknowledges that PRDOH has several other economic recovery programs, which may require future support, including:

- ☐ **Economic Development Investment Portfolio for Growth** (\$800 million) which will establish the funding of projects that will significantly impact and enable the long-term economic growth and sustainability of the island.
- ☐ **Workforce Training Program** (\$90 million) which helps unemployed and underemployed residents find employment by providing job training in skill areas related to recovery efforts.
- ☐ **Small Business Incubators and Accelerators Program** (\$85 million) which supports the growth and success of new companies and businesses in the early stages of operation. This is done through various entities throughout the island that guide these small businesses through the incubation and acceleration process.
- ☐ **Tourism & Business Marketing Program** (\$25 million) which will develop an integral market effort to promote off-island that the area is open for business and tourism.

Our Management Plan: Roll-Out Through Close-Out

The Tidal Basin Team’s management plan provides PRDOH with a thoughtful program management solution. Broken out by subtask, the management plan identifies key activities and our approach, highlight why our team is best positioned to implement the necessary solutions that will drive each task, and subsequently the programs, forward. We recognize the need to *streamline uniform processes, provide exceptional customer service, and facilitate an underwriting process that is quick and efficient.*

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Our Approach

Task 00: General Program Management and Administration

TASK / SUBTASK	DELIVERABLES	TIMEFRAME
00	Program policies and procedures Organizational chart Document Management System Program Reports Program timelines, goals, and metrics	Duration of programs

Activities Required and Our Approach

General Admin, Operational Support & Program and Project Management

As the Program Manager, the Tidal Basin team will be responsible for the successful daily operations of the program, including management of resources and information, procedure development, application review, and comprehensive accounting and reporting processes.

Through the provision of technical assistance, regular communications, creative solutions, and programmatic expertise, our team will collaborate with PRDOH in delivering the tasks outlined in the Scope of Work from project plan development through administrative closeout. The Program Manager and Customer Service Coordinator will lead these efforts.

The Tidal Basin project management team will maintain overall project performance and compliance. Tidal Basin will work with PRDOH to review and finalize all program documentation and ensure the correct documentation is disseminated to all relevant parties. As the current case management provider, we will leverage current program materials for added efficiency. We will establish project performance benchmarks for both beneficiary streams and create accurate forecasts of project milestones. We will track program schedules, budgets, and other metrics to make sure that the PM team, in coordination with applicants, meet or exceed performance goals.

The Tidal Basin team will leverage our experience implementing current economic recovery programs for PRDOH to provide operational support. We will work closely with PRDOH to ensure efficient day to day operations while also continually preparing for closeout. A key component of our operational support infrastructure is our document management system that maintains program documents, workflows, performance data and allows our team to run reports, identify and mitigate risks, and target areas for potential monitoring and additional quality control. Additionally, Tidal Basin key staff will attend all required trainings and develop materials to train program applicants on the SBF and Re-Grow program policies and procedures and are aware of what they need to do to remain compliant. Tidal Basin will record all interactions with applicants to support compliance and closeout.

Document Control & Management

Our key personnel will work directly with PRDOH to ensure a streamlined document management and control system is in place to accommodate program information for both beneficiary streams. We will utilize standardized document management protocol to maintain standard operating procedures, training information, program templates and checklists, outreach materials, and compliance documentation on a secure SharePoint or Smartsheet system.

Accounting and Reporting

Our program manager, with specialist support, will be responsible for the overall management of accounting and reporting activities, including tracking project expenditures, performing reviews of funding requests, and also tracking application progress through closeout. Leveraging PRDOH's reporting dashboard and other internal reporting mechanisms, we will track the number of applications submitted and the status of each application through closeout to allow the team to identify and proactively mitigate any issues or risks to program implementation.

The accounting and reporting function will operate with the goal that program records are always “audit ready” by performing regular quality control reviews of program records and reports. A duplication of benefits analysis will be an integral part of eligibility and awards coordination and any updates to applicant award gaps will be integrated into systems of accounting. Our accounting system will help to delineate and reconcile all federal funds, requests for funding, and program balances.

Applicant Relations & Outreach Support

A one size fits all model of economic recovery can undermine trust within the small business community as each business is different, with different needs and different challenges. Our case management team will serve as financial coaches and provide needed support throughout program engagement.



Experience Coordinating With PRDOH and All 78 Municipios

Tidal Basin Staff held outreach and registration events on Vieques and Culebra to accommodate Applicants on these remote barrier islands. Our staff worked closely with mayors and municipios leaders to ensure all Applicants had access to the program. These efforts included working in FEMA Disaster Recovery Centers (DRC) across the island, performing remote sign-up via Vivenda’s mobile sign up center (RV), and sending case managers to remote homes and churches. All efforts were made to ensure that everyone in need had access to the benefits of the Tu Hogar Renace program.

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All key staff and support staff proposed are Puerto Rico-based, Spanish speaking, and familiar with regional and colloquial dialects. This capable and skilled team will produce outreach and communications materials in both Spanish and English. We will assist applicants in their preferred language, as well as navigate the potential rigors of economic terminology. To aid in this endeavor, Tidal Basin chose our local partner, ARCO, a Puerto Rico-based professional services company that routinely serves the Puerto Rican business community in Spanish and English, and based on the vast knowledge and skills acquired through the provision of services to the local community. ARCO’s local knowledge will assist the Tidal Basin Team with effective messaging to all residents, businesses and communities across Puerto Rico.

Our team can successfully synthesize program goals, providing technical assistance and deliverables, consultations with prospective applicants across multiple languages and media platforms to assist applicants developing and submitting complete application packages. Importantly, all proposed staff are Spanish/English bilingual and can assess application and compliance documentation collected in either language. We have worked across all municipios in Puerto Rico delivering Disaster Recovery benefits and look forward to continued success through the implementation of this program.

Task 01: Intake Support

TASK / SUBTASK	DELIVERABLES	TIMEFRAME
01	<div><input type="checkbox"/> Meetings (and associated case notes) with prospective applicants</div> <div><input type="checkbox"/> Applicant file with preliminary business information, including documentation that the business meets a national objective</div> <div><input type="checkbox"/> Checklists to validate intake documentation</div> <div><input type="checkbox"/> Scheduled follow-up meeting or closed file (with potential referral to another program)</div>	15 Days Per Applicant

Activities Required and Our Approach

Small businesses trying to recovery and reopen after extreme weather events, have limited time and even more limited resources to find opportunities for funding, apply, and to complete, review, and submit re-quired program documentation. An engaged case manager is critical to building relationships with prospective applicants as they enter these economic development programs. Tidal Basin has the capacity to set transparent expectations with business owners at the start of the process by providing prospective applicants with a basic understanding of CDBG-DR funding and how program policies and regulatory compliance will affect their award, taking into account unmet needs and long-term operations.

For many business owners, not having the ability to take time away from business operations could present an impediment to enrollment in one of these economic development programs. As such, case managers need a plan to reach businesses that operate in more rural areas, such as scheduling initial consultations on-site at their businesses. Hosting office hours in various neighborhoods or virtually via Zoom or other resources, is another way for case managers to encourage participation as it reduces the travel time for businesses owners and lowers the barriers to enrollment. Tidal Basin has the experience and capacity to conduct this level engagement in order to facilitate program participation. Beyond the damage to storefronts and offices, natural disasters, especially hurricanes, can destroy written records, receipts, and digital storage devices. Business owners may have difficulty proving the extent of their losses. Furthermore, organization and file redundancy may have not been a priority prior to the disas-ter, so duplicate copies may be unavailable. Tidal Basin will ensure that businesses have extensive options and creative solutions for proving losses during the application process.

For example, insurance and tax documents may have been lost in the hurricanes or the recovery aftermath and requesting new copies can be time-consuming. Tidal Basin has the ability to streamline this process whenever possible for applicants. For example, case managers can identify opportunities where a business owner could sign a release for documents directly to the program managers instead of putting the paperwork burden on the business owners.

Tidal Basin also recognizes the importance of expectation-setting for applicants. Programs may not be able to meet the full extent of the unmet needs due to lost documentation or program caps. Communicating these limitations as applicants move through the process sets realistic expectations for award calculations. Our case management team, comprised of Task Leads and Specialists, under the direction of the Customer Service Coordinator, will manage the activities under this task.

Task 02: Eligibility Review and Support

TASK / SUBTASK	DELIVERABLES	TIMEFRAME
02	<div><input type="checkbox"/> Complete applicant file with all supporting documentation</div> <div><input type="checkbox"/> Tools and support resources to aid the applicant</div> <div><input type="checkbox"/> Eligibility SOPs</div> <div><input type="checkbox"/> Final eligibility/ineligibility determination</div> <div><input type="checkbox"/> Notification to applicant</div>	Approximately 2 weeks -1 month to final eligibility determination and applicant notification (depending on case complexity)

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Activities Required and Our Approach

For the eligibility review phase, Tidal Basin is experienced with reviewing and verifying documentation for compliance with various program-specific requirements as well as CDBG-DR requirements. One of the top advantages of selecting Tidal Basin is that we have developed and provided extensive case management and eligibility trainings under our current contract. We will leverage these resources to ensure our staff is trained on the important details impacting eligibility review. Specifically, we have trainings ready to go on day one regarding what correct and complete documents, including government forms, should contain. Our case management team that is responsible for Task 2, including Task Lead(s) and Specialists will be expertly trained in reviewing case files and managing applications through their lifecycle.

Additionally, by creating a standard for file structure at the application phase, program management will be better prepared for future oversight reviews. Tidal Basin recognizes the importance of organizing internal files to comply with potential monitoring visits and audits.

As each application is reviewed for eligibility, the file itself should comply with internal standards which will that allow for future quality reviews. Our case management team, comprised of Task Leads and Specialists, under the direction of the Customer Service Coordinator, will manage the activities under this task.

Task 03: Underwriting Review and Support

TASK / SUBTASK	DELIVERABLES	TIMEFRAME
03	<div><input type="checkbox"/> SOPs and Guidelines</div> <div><input type="checkbox"/> Award or Fail Determinations</div>	45 Days

Activities Required and Our Approach

Given our active experience on the Economic Recovery programs, Tidal Basin has identified this task as one of the most critical to the success of the various projects. Accordingly, Tidal Basin brought on two firms, KPMG and Carlos Iglesias y Iglesias, to provide sufficient capacity for this task. Tidal Basin has also supported underwriting on approximately \$300 million in federally funded programs for various states across the country, and will lend additional support and expertise to this task.

Activities under this task will include facilitating speedy documentation collection; continued support for other active underwriting entities, such as BDE; clear documentation related to determinations of award or non-award; and the establishment of SOPs, checklists, and other guides to facilitate proper record-keeping.

In order to make proper underwriting decisions, we have selected a team with demonstrable experience in the following areas:

- ☐ DOB Analysis
- ☐ 24 CFR § 570.209 and financial underwriting framework and feasibility
- ☐ Unmet need and award calculations
- ☐ Cost Reasonableness Analyses

Our partner, **KPMG**, as an **accounting and audit firm** will be critical in offering these services in a manner that informed by **industry best practices, with a keen eye to speed and efficiency**. Because of KMPG’s experience with disaster recovery programming, they are **uniquely positioned to support the speedy implementation of underwriting processes** and with the **support of local firm Iglesias & Iglesias**, with deliver this scope tailored in a manner appropriate to Puerto Rico’s unique business environment.

Task 04: Environmental Review and Support

TASK / SUBTASK	DELIVERABLES	TIMEFRAME
04	<div><input type="checkbox"/> SOPs</div> <div><input type="checkbox"/> Completed Environmental Reviews and ERRs</div>	Not to exceed 100 days

Activities Required and Our Approach

Tidal Basin has selected local teaming partner, Quantum, to provide the environmental review and support services for these program. Tidal Basin has partnered with Quantum on other recovery projects to support HUD, NEPA, and other environmental compliance for various federally-funded programs and is confident in their ability to support this scope.

As part of their services offerings, the following activities will be undertaken as required:

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☐ Determine environmental review type per 24 CFR 58

☐ Complete HUD and NEPA reviews for each project as needed

☐ Create ERR for each project to meet 24 CFR 58 and other requirements

☐ Prepare packages for submission to SHPO, as needed

☐ Complete field observations when needed, assessing feasibility and structures

☐ Respond to RFI

To complete this above mentioned its, our team will utilize the following types of equipment, technologies, and software:

- ☐ Bad Elf sub metric GPS Data Collector

☐ Drone Inspire 1 (Camara Zenmuse X3 y Z30)

☐ Drone Mavic 2 Pro and Mavic 2 Enterprise

☐ ESRI ArcGIS Pro version 2.8

☐ ESRI ArcGIS QuickCapture

☐ ESRI ArcGIS Survey 123

☐ Smartsheet for project management, automation and to provide stakeholders with real-time visibility

☐ Minitab

☐ Power BI Data Visualization

☐ MS Office Applications (Word, Excel, PowerPoint, Project, Visio, etc.).

Task 05: Program-Based Reconsideration Requests

TASK / SUBTASK	DELIVERABLES	TIMEFRAME
5.1	<div><input type="checkbox"/> Reconsideration and Complaints process and SOP</div> <div><input type="checkbox"/> Documentation in case file for reconsideration request</div>	Reconsideration request processed within 2 weeks of submission

Activities Required and Our Approach

An effective strategy for the coordination of complaints is essential to treating applicants and subrecipients recovering from the disaster in a fair and equitable manner. Our team will develop internal procedures to ensure that responses are provided to the complainant within fifteen working days of receipt in accordance with HUD’s federal register notice.

Upon receipt of a complaint, our team will immediately log all details to facilitate future audit requests. Depending on the severity of each case, and within the prescribed policy our team will work to provide complaint escalation to the proper PRDOH staff member if necessary. In the case of complaints related to Fraud, Waste, and Abuse, or similar HUD-OIG complaints, our processes will be tailored to ensure immediate escalation as appropriate to the PRDOH for review.

Our team will carefully review the specific circumstances, provide an explanation of program policies and procedures, review additional documents provided by the applicant, and provide a process for updating inadvertent errors. In accordance with any existing PRDOH policy, we will develop a complaint and dispute escalation process to handle complaints at various levels. Our team will work closely with the PRDOH to ensure that all complaints are processed and closed out in a timely manner.

Tidal Basin currently has the responsibility of managing the Complaints process under four (4) critical disaster recovery programs with PRDOH: R3 under the Alliance, SBF/ReGrow, Non-Federal Match, and CEWRI programs. There are different types of applicants identified under both programs; therefore, solutions must be diverse and innovative to address the various complaints that may be submitted. We understand that providing good customer service and feedback is essential to the success of any program and provides a better experience to applicants and other parties external to the program. Quality customer service has a direct correlation to a decrease in customer complaints. Tidal Basin will craft a robust Customer Service Plan that is compliant with PRDOH contractual requirements and that also possesses all the applicant-focused elements to provide a greater customer/applicant experience. We plan to manage complaints and reconsiderations using our approach workflow.

Complaints in disaster recovery programs generally focus on eligibility requirements/determinations, duplication of benefits, award amounts, construction warranties, and program operations. Our team will be led by the Program’s Customer Service Coordinator. We will respond to all complaints and reconsideration requests as quickly as possible, as set forth in our contract with PRDOH. Additionally, experience has shown our team that the resolution of a complaint may not reside solely with one party. Guided by the core tenet to provide quality customer service, Tidal Basin will coordinate with all relevant parties to resolve customer complaints.



Grants Management Process

We also understand that complaints within any disaster recovery program can lead to a Program Reconsideration/Appeals Request. Our Outreach and Stakeholder Relations Coordinator will be familiar with the operational and administrative review/appeals process in accordance with Puerto Rico law and the Program’s operational workflow. Our team is already acclimated with the Reconsideration Process as it is currently a component within the various programs we manage in Puerto Rico. We will manage the complaints process using data and develop a dashboard that will be used as a management tool. Understanding the types of complaints, and the volume of certain types of complaints, will assist in determining additional training that may be needed or a revision to our operational framework or workflow. A snippet of what we currently use in an existing program is depicted below: Tidal Basin has already developed a Complaints Standard Operating Procedure (SOP) that will be used as guidance for the process. Tidal Basin has already developed a Complaints Standard Operating Procedure (SOP) that will be used as guidance for the process.

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Task 06: Grant/Loan Agreement Signing and Submission for Disbursement

TASK / SUBTASK	DELIVERABLES	TIMEFRAME
6.1 Closing Session and Support	<div><input type="checkbox"/> Grant/Loan signing SOP</div> <div><input type="checkbox"/> Complete applicant file and supporting documentation</div>	5 Days

Activities Required and Our Approach

The closing session is an important step in ensuring the applicant’s project will be successful after they have signed their grant agreement. Our case management team will coordinate a time and place for a closing meeting with the applicant, which can be done in person, virtually, or via telephonic conference. We will create tools and resources that outlines the Agreement documents, Conflict of Interest Forms, disbursement instructions, receipt submission instructions, and other case closing and compliance guidance and instructions that need to be covered.

Through staff trainings, our team will be well-versed in the Final Grant and Loan Agreement, and in the Program’s Guidelines and Process SOPs, being thoroughly prepared to explain all terms of the Grant Agreement and prepare the applicant for the receipt and closeout process. We would also make sure to have all of the required documentation for Award Coordination and disbursement ready in the established timelines.

Tidal Basin will schedule and coordinate closing sessions with grant applicants to explain the terms of the grant agreement. The utmost priority is to be organized, efficient and professional. An essential component will be to provide the applicant with an opportunity to ask questions or raise concerns before signing the agreement.

Task 07: Grant/Loan Agreement Lifecycle and Support

TASK / SUBTASK	DELIVERABLES	TIMEFRAME
7.1 Grant/Loan Closeout and Support	<div><input type="checkbox"/> Compliance Recommendations</div> <div><input type="checkbox"/> Closeout documentation</div>	Implement process within 3 business days; Close out to occur on a rolling basis in close coordination with grant recipients

Activities Required and Our Approach

Tidal Basin believes planning for closeout activities should begin day 1 in order to communicate documentation requirements clearly and allow grant recipients to have to tools and the proper organization around the process to facilitate speed and efficiency. We will review closeout packages for compliance with Guidelines and SOPs and then issue out determination of compliance. Documents will substantiate National Objectives have been met and include all required documentation prior to issuing a signed Compliance Recommendation to applications.

Task 7.2: Production Tracking and Production Mobilization and Support

TASK / SUBTASK	DELIVERABLES	TIMEFRAME
7.2	<div><input type="checkbox"/> Production Management Tools</div>	Prepare project plan within 5 business days; tasks ongoing

Activities Required and Our Approach

Our team is an expert in the creation of production management tools, standing up dashboards and real-time reporting which have supported our meeting or exceeding client expectations in this area. Aging on applications or active grant recipients will be important to monitor to be able to identify bottlenecks and proactively support applicants that may be stuck or behind in various phases of the programs. These reports will keep an eye on closeout, as grant recipients sometimes lack incentive to provide the required documents to complete this last phase.

Task 7.3: Performance Period Program Compliance

TASK / SUBTASK	DELIVERABLES	TIMEFRAME
7.3	<div><input type="checkbox"/> Tracking tools</div> <div><input type="checkbox"/> SOPs</div> <div><input type="checkbox"/> Inventories</div>	TB team will schedule routine follow-up with recipients at a minimum of <i>every 30 days</i> .

Activities Required and Our Approach

Tidal Basin understands that part successful program management includes setting targets, deadlines, and monitoring them closely. Our active work on the current economic development programs, we have great working relationships with other organizations and can support task assignment and follow up. We have already set up RFI processes, methods of tracking milestones, creating inventories, flagging recipient non-compliance, and other related tasks. We will also facilitate he proper management, review, address and tracking of all Program-Based Reconsideration and/or Administrative Review requests received per Program Guidelines.

Task 8.0: Closeout Program and Support

TASK / SUBTASK	DELIVERABLES	TIMEFRAME
8.0	<div><input type="checkbox"/> Closeout SOPs</div> <div><input type="checkbox"/> Closeout report and supporting documentation</div> <div><input type="checkbox"/> National objective documentation</div>	15 Days

Activities Required and Our Approach

While closeout occurs at the end of the grant process, as we mentioned above, preparing for closeout begins on day one. Tidal Basin understands that ensuring grantees and subrecipients are prepared for closeout is vital to program compliance and success.

Tidal Basin is experienced with reviewing and verifying documentation for compliance with various program-specific requirements as well as CDBG-DR requirements. By creating a standard for file structure at the application phase, the program management will be better prepared for future oversight reviews and ultimately for closeout. Tidal Basin recognizes the importance of organizing internal files to comply with potential monitoring visits and audits. As each application is reviewed for eligibility, the file itself will comply with internal standards that allow for a straightforward closeout process.

Ability To Adequately Staff and Maintain Service Levels Throughout The Life Of The Contract

At Tidal Basin, we believe that the management of project and program resources is critical to the successful outcomes of any project. Our management of critical resources will be centered on and, at times, refocused to address our four critical priorities: Subrecipient Management and Knowledge Transfer, Compliance, Island-wide resiliency, and Expediency or Performance.

Tidal Basin provides PRDOH with a thoughtful and efficient program management solution. One key benefit to the Tidal Basin team is our ability to evaluate and quickly adapt to the needs of our client. Because of the unknown quantity of projects that our team will be required to manage and the variable nature of the required work, we believe that it is imperative to detail how we will use resources to support the critical corners of our resource management strategy focused on the client, subrecipients, programmatic compliance and operational workflow.

The Economic Recovery Management team will require a nimble team, with the ability to surge to accommodate high numbers applications, and to shift focus quickly as these subrecipients progress through the program. To do so, we will implement management procedures to control task scheduling and management costs, as well as establish regular mechanisms for reporting and communication with PRDOH to ensure transparency throughout the program. The timeframes outlined in the subtasks above will inform resource needs, based on the number of subrecipients as well as the stage of their project and familiarity with CDBG-MIT requirements. As needed, we will engage surge staffing to ensure the timely review program documentation, in order to move grants along a timely manner. We have put together a team that has built-in redundancies to ensure coverage at all times, including firms to provide necessary environmental professionals and underwriters.

We have carefully selected the following key management personnel who have deep expertise in managing emergency assistance and recovery programs at scale and are ready to lead the Implementation Management Services for PRDOH. Qualifications, experience, certifications and other relevant background information for all key personnel have been included on individual resumes in Section 3.

Four Critical Priorities For Critical Resources Management



Subrecipient Management and Knowledge Transfer



Compliance



Island-Wide Resiliency



Expediency / Performance

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This team has been assembled to ensure sufficient capacity to perform the scope of work in the RFP. Our organizations have worked together in the past to carry out successful projects, and we are confident in the quality of the work this team can produce. However, should a situation arise where a partner needs to be removed from the team, we have sufficient resources among the current team to carry on with little interruption to implementation.

Should we discover gaps or performance issues amongst other team members and/or personnel, we can bring in other expert/specialty partners who we have worked with, or additional staff as needed via our thousands of cadre employees.

Surge Capabilities

As a disaster recovery firm, we have responded to disaster sites within 48 hours of a disaster. Tidal Basin benefits from a cadre of 2,200 people and can easily hire and surge staff as needed to meet the needs of the Economic Recovery program. As much as possible, we look to hire local talent and will readily partner with local staffing agencies to fill some of the support positions. Because some programs we manage are currently ramping down, our team is well-poised to phase highly trained staff into the program who can hit the ground running. Our staff experience working with a variety of community organizations, government entities, and other invested partners in Puerto Rico can offers valuable lessons learned to this program.

The ability to surge quickly and seamlessly to meet evolving program demands is essential to the success of PRDOH's Oversight Management program and will prove key in ensuring that PRDOH and subrecipients get the support they need. Tidal Basin has extensive experience in onboarding hundreds of staff to meet the needs of various disaster recovery programs. We will evaluate and reevaluate the ongoing needs of the program and leverage the combined resources of Tidal Basin, Endeavors, KPMG, Carlos Iglesias & Iglesias, Quantum, and ARCO to provide case management, underwriting, and program management staffing at a scale that meets the needs of the program's volume of applications. Our staffing model is nimble and can be adjusted based on program needs

Management and Mitigation of Complaints and Reconsiderations Staff

The Tidal Basin team has a robust plan for addressing complaints and reconsideration requests, as has been developed and implemented across our PRDOH contracts and programming. We will have a dedicated Task Specialist for Outreach and Complaints, who reports directly to the Customer Service Coordinator. Additionally, Case Management staff will be trained in reviewing reconsideration requests, and the original reviewer of a case will never provide the final reconsideration review and adjudication.

Please see Task 5 approach in this RFP for the full and detailed process for handling complaints and reconsiderations, as is requested in the Scope of Services for Task 5.

Risk Identification

Utilizing our understanding of the distinctive functions, methods of distribution, and varying eligibility requirements, along with the common factors and themes germane to all programs, we have developed a framework where program efficiencies can be achieved – ultimately reducing costs, time, and further delays in the delivery system.

Based on our experience with other comparable programs and a review of the proposed programs, our team has identified potential risks and notable solutions, as detailed in the subtasks above, which we believe will prove invaluable to the processes across the programs.


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ATTACHMENT B
SCOPE OF SERVICES
Request for Proposals
Implementation Management Services for Economic Recovery Programs
Community Development Block Grant – Disaster Recovery
Community Development Block Grant –Mitigation
Puerto Rico Department of Housing
CDBG-DRMIT-RFP-2022-14

1. Introduction and Overview

The Puerto Rico Department of Housing (**PRDOH**) is issuing this Request for Proposal (**RFP**) to procure Implementation Management Services to support PRDOH and Program partners and subrecipients, with the management of Applications, technical support to Applicants, processing support to administering partners, subrecipients or PRDOH, Underwriting Services, document collection and retention, environmental review, outreach efforts, among other services for all Economic Recovery Programs under the Community Development Block Grant - Disaster Recovery (**CDBG-DR**) and Community Development Block Grant - Mitigation (**CDBG-MIT**) Programs.

Detailed descriptions of the CDBG-DR and CDBG-MIT Program(s) are included in their respective Action Plans approved by HUD. Complete copies of the CDBG-DR and CDBG-MIT Action Plans are available at <https://cdbg-dr.pr.gov/en/action-plan/>.

1.1. General Terms and Conditions

It is required to access the PRDOH's CDBG-DR and CDBG-MIT website to become familiarized with the available documentation for the programs. Each Proposer is responsible for reviewing all requirements for the Economic Recovery Programs and taking awareness of subrecipients eligibility requirements and the eligible projects allowed under the Program(s).

The PRDOH aims to contract, at its discretion and in the best interest of the overall Program(s) implementation, one (1) or more firms to provide Implementation Management Services as determined by PRDOH, under the CDBG-DR and CDBG-MIT grants for a **two (2) year period with three (3) optional annual extensions** upon mutual agreement of the parties. Selected Proposer(s) may be assigned to regions or partners/subrecipients or in a combined arrangement, at PRDOH's discretion, with the interest of implementing a timely and cost-efficient management structure. The PRDOH reserves the right to include all or some of the above programs as a part of the Scope of Implementation Management services.

If additional CDBG-DR, CDBG-MIT and other federal funds are allocated to Puerto Rico during the life of the contract, the Selected Proposer(s) may be assigned to work on those future federal grants awarded. Proposer staff may be assigned to work on those future federal grants awarded and potentially expand those services to accommodate other CDBG-DR or CDBG-MIT programs yet to be defined in the current Action Plan. There is no guarantee of a minimum level of services that may be requested by the PRDOH under this contract.


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The PRDOH reserves the right, without limitations, to: (i) cancel this solicitation and reissue the RFP or another version of it, if it deems that doing so is in the best interest of the Public Interest; (ii) amend the contract(s) of the Selected Proposer(s) to, among others, extend its original duration, as further explained in the RFP, or to extend its scope to include work under subsequent CDBG-DR and CDBG-MIT action plans as related to the services requested herein, or to reduce the scale of its scope to decrease work as a consequence of underperformance or inexcusable delays related to the Implementation Management services requested herein; and (iii) to contract with one or more qualified Proposers for the Implementation Management Services as result of the selection of qualified Proposers or the cancellation of this RFP. The award of this proposal may be cancelled - at any time - before the execution of a contract, without any responsibility whatsoever for PRDOH, the Government of Puerto Rico, and HUD.

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

The Selected Proposer(s) will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this contract. The Scope of Services presented is based upon circumstances existing at the time the RFP is released. The PRDOH reserves the right to modify or delete the tasks listed and, if appropriate, add additional tasks prior to and during the term of the contract.


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1.2. CDBG-DR and CDBG-MIT Economic Recovery Programs

The Selected Proposer(s) will be required to support PRDOH in implementing and administering the CDBG-DR and CDBG-MIT Economic Recovery Programs, as deemed necessary by PRDOH. Additional information on the CDBG-DR and CDBG-MIT Economic Recovery Programs can be found at: <https://cdbg-dr.pr.gov/en/programs/economy/>. The Selected Proposer(s) will support PRDOH with the implementation and management of the Programs.

2. Staff Requirements, Roles, and Responsibilities

This section details the Implementation Management Staff that the Selected Proposer(s) must retain to support PRDOH in the implementation and management of CDBG-DR and CDBG-MIT Economic Recovery Programs. The Selected Proposer(s) will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this contract by the Staff.

2.1. Staff Requirement

Selected Proposer(s) shall have or will secure, at its own expense, all personnel required to perform the services under the Implementation Management Services contract. The Key Staff must be ready to begin working within two (2) weeks after the contemplated

contract execution date and may be working throughout the contract term. Selected Proposer(s) must ensure that all services are performed by professionals with the proper qualifications, skills, and experience necessary to perform such services, according to applicable federal and local rules and regulations. Any changes to the Key Staff included as part of the proposal must be submitted for PRDOH consideration and approval.

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

Key Staff may be assigned to one or more of the CDBG-DR and CDBG-MIT Economic Recovery Programs or future programs as required.

2.2. Organizational Chart and Staffing Plan

The Proposer(s) shall submit to the PRDOH an organizational chart with the proposed structure detailing each staff (whether employed by the Proposer or a subcontractor) who shall perform any implementation management service required. The Proposer's organizational chart and staffing plan shall specifically include the required number of personnel, role and responsibilities, name of the staff member(s) or subcontractor(s), their planned level of effort, their anticipated duration of involvement, and their on-site availability. The Proposer should demonstrate their ability to adequately staff and scale each functional area to maintain agreed upon service levels throughout the life of the Programs.

2.3. Staff Experience and Qualifications

The Proposer(s) shall provide detailed information about the experience and qualifications of the entire staff to be assigned through a resumé or curriculum vitae (CV), including degrees, certifications, licenses, and years of relevant experience. Proposer(s) shall specifically identify personnel currently employed who will serve as Key Staff, including the Proposer's own staff and subcontracted. The Proposer(s) should demonstrate that the staff (and/or subcontractor's staff) meet the desired requirements listed below and have the necessary experience and knowledge to implement and perform the tasks and services successfully. The requirements for staff, roles, and responsibilities are presented below.

Proposers must be able to scale their operations to include additional leads and specialists as well as have in place backup systems in the event their staff change, move, are on paid time off or leave, or are no longer part of the contract.

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Program Manager (Key Staff):

Role & Responsibilities: The Program Manager is the primary point of contact to PRDOH for this contract and is accountable for the productivity of their team and meeting deadlines on time and within budgets established.

Skills & Experience: The Program Manager must have a bachelor's degree from an accredited institution and at least ten (10) years of experience. Must have five (5) years of experience in project/program management, banking, accounting, supervision, production management, personnel management and/or business administration. A Project Management Professional **(PMP)** certification, disaster recovery or response, community development certifications and/ or experience is preferred. Must be fully bilingual in English and Spanish.

Customer Service Coordinator (Key Staff):

Role & Responsibilities: The Customer Service Coordinator will oversee all interactions with applicants for the Programs, including interactions between staff and applicants. The Customer Service Coordinator will manage and ensure that staff complies with the policies and procedures of the Program when interacting with applicants. They will handle applicant inquiries and complaints. They may take calls or respond to emails from applicants, will review staff calls with applicants, answer questions, check on applications status, or resolve complaints or disputes.

Skills & Experience: Must have a bachelor's degree from an accredited institution and at least five (5) years of experience working in a customer relations position, program management, banking, accounting, lending practices, business administration and/or entrepreneurship sector, resolution of disputes or related field. The resource assigned to the Customer Services Coordinator position must have excellent communication skills with applicants.

Agronomist (Key Staff):

Role & Responsibilities: During the eligibility analysis for an application, a case may require an evaluation by an agronomist with agricultural business or agricultural economics expertise to complete an Agronomist Report. This report will validate as per the requirements of the program, the applicant business model, the reasonableness of their request for funding, the financial viability of the business and/or their proposed business plan in a final report. Agronomists may require visiting applicant businesses to complete this evaluation when deemed necessary to complete the eligibility determination.

Skills & Experience: Must have a bachelor's degree in Agronomy, Agricultural Economics or related field with three (3) or more years' experience in agronomy as well as agriculture, field development, or research and development. It is required to be a licensed Agronomist. This position will also require prior experience in conducting

Agronomist evaluations (including evaluation of agricultural business plans) and deep knowledge of agricultural processes.

Underwriter:

Role & Responsibilities: The Underwriter is responsible for conducting the underwriting review for all Program cases. Underwriters will be required to follow HUD's and PRDOH's underwriting criteria. Underwriters will evaluate applicants for financial viability based on the requirements of each Program. If necessary, Underwriters can request additional information and documentation from applicants. Underwriters will also identify Award Notifications to qualified Applicants and after receiving approval, send out award notifications. Underwriters are also expected to send pre-Grant closing related documents, prior to sending the file for Environmental Review and/or Award Coordination.

Skills & Experience: Must have a bachelor's degree in Business Administration from an accredited college or university with major coursework in Finance, Accounting, Banking, Real Estate, or similar fields. Must have a minimum of three (3) years of experience in the performance of commercial and residential underwriting and credit and risk analysis for a bank, commercial lender, private equity firm, lending, or bank regulator, or financial advisory firm. Must be familiar with: loan underwriting for commercial real estate, residential real estate, industrial facilities, commercial, agricultural and industrial loans, credit file and report reviews, review of appraisals, review, and analysis of development pro forma for commercial, industrial, public improvements, and residential facilities, review, and analysis of operational pro forma, review of construction estimates and property condition reports, review and analysis of historical and current financial reports, requirements for performing cash flow analysis, coverage, and cash flow projections, review of debt structures, debt analysis and debt coverage, review and analysis of the market and industry data as a factor in determining financial feasibility, the performance of loan risk analysis functions, and use of financial ratio analysis tools. The underwriter must have the ability to perform underwriting reviews in conformance with the requirements of 24 CFR Part 570, Appendix A. Underwriters are expected to be Bilingual; must have the ability to speak, read, write, and effectively communicate in Spanish and English.

Task Leads:

Role & Responsibilities: Task Leads are responsible for organizing, training and being on hand to provide technical support and expertise to staff to complete the task. Leads must be able to provide summary reports, compile information and recommend plans for corrections as well as manage their staff day to day operations. They must possess excellent business acumen and excellent communication skills as well as respond to multiple programs participating entities in a way that is constructive, collaborative and helps achieve the overall goal for the program. Task leads are typically assigned to a

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niche area (per each task); however, the proposer will identify how their staff will meet the roles and responsibilities identified.

Skills & Experience: Task Leads must have a bachelor's degree from an accredited institution and at least five (5) years of experience in their area of expertise. Must be fully bilingual in English and Spanish.

Task Specialists:

Role & Responsibilities: Specialists are responsible for completing the day-to-day work identified within program SOPs. They must be people who are able to learn and absorb policies and procedures, learn systems quickly and be able to operate in an environment with multiple priorities. They must possess excellent communication skills and implement business acumen.

Skills & Experience: Task specialists must have at least a bachelor's or associate degree from an accredited institution or have at least three (3) years of experience in their area of expertise. Must be fully bilingual in English and Spanish.

The areas for support where the Agronomist, Underwriter, Task Leads and Task Specialists will be expected to engage are the following:

1. Outreach and Intake processes and functions
2. Eligibility Review processes and functions for CDBG-DR and CDBG MIT requirements including but not limited to: National Objective, Tie back to the storm and others.
3. Duplication of Benefits processes and functions
4. Underwriting Support processes and functions
5. Environmental Review processes and functions
6. Award Determination, Grant/Loan Agreement Signing, and Submission for Disbursement
7. Construction Monitoring and Oversight processes and functions
8. Expenditure Review and Closeout process and functions
9. Conducting QA/QC of Tasks in the Program process

Task Specialists may also engage throughout the Grant Agreement lifecycle in ad hoc tasks to support the closing session, production tracking and production mobilization, performance period compliance, and as part of closeout program support.

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


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3. Implementation Management Tasks and Services

This section identifies the tasks that the Selected Proposer(s) must perform in order to support PRDOH in the administration of the CDBG-DR and CDBG-MIT Economic Recovery Programs. The PRDOH reserves the right to retain Implementation Management Services for some of these programs internally and to contract one (1) or more qualified Proposers for these services. The PRDOH may select more than one (1) Proposer to service the specific geographic territories, municipalities or regions where each Proposer shall perform work. The geographic assignment will be determined at the sole discretion of the PRDOH. The Selected Proposer(s) may not charge additional costs due to the PRDOH assignment of geographic territories, municipalities or regions.

As part of the scope for customer servicing and facilitating communication for applicants to the program, the Selected Proposer(s) must provide its own telephone numbers for applicants to contact the Program, office space, office furniture, office supplies and personnel to staff the offices. The PRDOH may redefine geographic territories, municipalities or regions initially assigned based on contractor's performance, compliance, and quality of work. The PRDOH will not guarantee a minimum or maximum number of applicants or cases to be handled. If further funds are allocated to the Economic Recovery Programs or if the grants are less than the maximum award allowable, the number of applications is expected to increase to six thousand (6,000). Including applications during the life of the contract (without amendments) does not mean that the costs presented can be modified.

The Selected Proposer's offices must be set up to assist Program Applicants with existing applications in person/virtually and/or both and have the ability to scale operations as needed.

Selected Proposer(s) must work closely with the PRDOH, and key stakeholders assigned by the PRDOH, to accomplish the identified tasks and services. The Selected Proposer(s) may be required to coordinate with other contracted firm(s) that will be providing services regarding other CDBG-DR and CDBG-MIT Programs.

Selected Proposer(s) will perform the required services under defined tasks and subtasks, which may require a formal deliverable to the PRDOH. For every deliverable, the Selected Proposer(s) must expect PRDOH's reasonable comments or revisions (request for changes) of delivered documents. The Selected Proposer(s) must account for revisions or clarifications requests by PRDOH related to required deliverables.

The Implementation Management Services shall include engagement in support services for the program lifecycle beginning with applicant intake through applicant closeout to ensure a compliant program will be conducted.

The Selected Proposer(s) shall be responsible for completing, at a minimum, the activities or required services task, subtasks, and deliverables outlined in this Scope of Services. The

Selected Proposer(s) shall assist PRDOH, partners and/or subrecipients by providing additional staff to accomplish assignments authorized by PRDOH. The Scope of Services presented is based upon circumstances existing at the time the RFP is released. PRDOH reserves the right to modify or delete the tasks or subtasks listed and, if appropriate, add additional tasks prior to and during the term of the contemplated contract. The services will be broken into hourly rate tasks and per unit tasks.

3.1. Task 00: General Program Management and Administration (Hourly Rate Tasks)

The Selected Proposer(s) must have retained and must maintain over the life of the contract or until requested by PRDOH, the following key staff resources: Program Manager and Customer Services Coordinator. All key staff resources must be physically located in Puerto Rico.

Key staff must remain assigned to the Program(s) over the life of the contract and are to be invoiced by the Selected Proposer(s) to the PRDOH on an hourly basis cost of Task **00: General Program Management and Administration**. The Selected Proposer(s) must notify PRDOH in writing of any changes in key staff resources. All changes to key staff are subject to the approval of the PRDOH.

Additional resources to be employed will be determined by the Selected Proposer(s) based on the workload assigned and performance, nonetheless, PRDOH will not compensate, on an hourly basis, for time worked by any additional resources other than the positions specified. Other resources, including the position of the Agronomist, will be invoiced by the Selected Proposer(s) through the unit prices of **Task 01 through Task 08** described below. PRDOH will not pay for any effort of the key positions listed for above spend on activities that are part of Task 01 through Task 05, including the quality control and quality assurance (**QA/QC**) of the deliverables.

The Selected Proposer(s) shall be responsible for Program(s) operations, applications processing, and administration of the tasks and services contained herein. This task will include the activities listed below.

- **Operational Support**

1. Works closely with the PRDOH officials, and its designees in preparing and maintaining the overall project plan and strategies for all phases of the Program(s), manage day-to-day operations, improve processes for quality and efficiency, evaluate, train, implement policy changes, and adapt to a program closeout environment.
2. Support programs objectives and cultivate a formal structure to uphold regular reporting requirements, meet performance milestones, conduct program-wide meetings, and convey information for the community, the press, and PRDOH Communications Department on program progress.


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3. Provides the PRDOH Communications Department information related to specific samples of applications or projects for the press and/or PRDOH reporting efforts.
4. Assists the PRDOH in the development and evaluation of Program(s) policy, guidance, standard operating procedures, and, once approved by the PRDOH, their dissemination among all involved parties.
5. Given that more than one firm may be selected by the PRDOH, different Selected Proposer(s) must communicate and collaborate to ensure Program(s) policy and procedures are implemented consistently and be adaptable to implement lean processes and streamline operations to ensure program budget requirements are met. All Program(s) policies, guidance, and procedures are subject to PRDOH approval.
6. Responds to PRDOH request to review contract deliverables and performance evaluation to determine if the contractor and subcontractors comply with their contracts and Program(s) requirements.
7. Responsible for the management, contract administration, and performance metrics of the Implementation Management Services related to the Program(s).
8. Reports on different phases of the project that reflect the major activity and progress within the reporting period, as specified by PRDOH (e.g. monthly, quarterly, etc.).
9. Regularly communicates potential risks, impacts, trends, patterns, issues, and statuses to PRDOH and the pertinent parties and identify feasible solutions proactively and in a timely manner.
10. Offers alternatives to information technology (IT), solutions that support and improve the management, implementation, operational efficiency, time reduction of applications, and program sponsored construction projects. The proposed IT solution alternatives shall consider the compatibility and synchronization with the PRDOH Grant Management System of Record.
11. Develops and/or collects data to analyze and provide trend analysis reports and documents any information as necessary to optimize and streamline processes and compliance.
12. Provides reports, program information and other supporting documentation to ensure PRDOH's documentation on file is sufficient to respond to the Office of Inspector General, HUD, PRDOH, or any other entity that monitors, audits or reviews the Program(s).
13. Responds to and generates, in the established time, a formal response (using format requested) with any required information as requested by the Office of Inspector General, HUD, PRDOH, or any other entity that audits or reviews the Program(s).
14. Assists and/or conducts PRDOH training sessions regarding Program(s) implementation. The Program Manager is required to already have

experience with federally funded programs and as needed attend PRDOH training sessions. The Program Manager is responsible to disseminate information and transfer the knowledge to all Implementation Management Services staff.

15. The Selected Proposer(s) must be able to develop and draft Standard Operation Procedures (SOP) or any other guidance, process, document necessary to adhere to processes that they will implement for the program. These SOPs must comply with all PRDOH, HUD and federal laws and regulations applicable to the Programs, the Program Guidelines, and the Puerto Rico Disaster Recovery Action Plan. PRDOH reserves the right to review the SOPs and require modification to comply with the aforementioned documents at any time.
16. Guarantee information technology support and point of contact to facilitate program operations, information sharing, and task delivery.
17. Any other task necessary to support the Program(s) efficient operation or requested by PRDOH.

- **Program and Project Management**

1. Support programs objectives and cultivate a formal structure to communicate and proactively share information with team members from application intake to project closeout.
2. Share information and transfer the acquired knowledge among key staff and additional resources to improve: the quality of services; deliverables; milestones; and the identification of trends, patterns, and potential risks. Also, to proactively avoid, mitigate, and provide feasible solutions to the PRDOH and Program(s). Coordination, synchronization, and time are of the essence.
3. Enforce Program(s) control by measuring progress, validating cost-schedule-scope, and taking corrective actions as needed in order to achieve Program(s) goals, which includes goals set forth for Implementation Management Services firms under contract with PRDOH.
4. Be accountable for providing accurate forecasts of project milestones, completions, and cost estimates.
5. Administer all terms and conditions, as well as compliance and non-compliance documentation, of contracts executed by PRDOH for Implementation Management Services. This includes but is not limited to the development and maintenance of proper documentation record-keeping strategies.
6. Notify, communicate follow-up, and assure the resolution of any non-compliance issue at the Program, project, or contract levels induced in the Program's implementation.


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7. Make determinations on performance improvement plans (PIP) when performance is lacking. Provide follow up on the status of PIPs allowing either improvement and compliance with the PIP terms and conditions or is found to no longer be viable for the Program(s) implementation.
8. Manage daily Program(s) operations and ensure that such daily operations are performed in the most efficient manner. Will be responsible for assessing, ensuring, and documenting compliance of the terms and conditions of the executed contract with PRDOH.
9. Oversee logistics management, ensuring that procedures are in place to align with the Program(s) goals and objectives.
10. Provide project and case management for the assigned Program(s) applications.
11. Perform periodic reviews of Implementation Management Services files to ensure compliance with the statutory and regulatory compliance of PRDOH's general policies located: <https://cdbg-dr.pr.gov/en/resources/policies/>
12. Be knowledgeable about environmental, construction, financial, and HUD regulations and implementation processes.
13. Adopt portfolio management processes and tools for organizing and managing programs, funds, and project files.
14. Establish Program(s) timelines, goals, metrics, and deliverables of services in accordance with project funding allocations and production goals specified by PRDOH.
15. Manage Program(s) compliance requirements to include programmatic and financial reporting which may include but is not limited to: coordinating and preparing project and financial management reports with PRDOH designee for federal, state, and local government audits.
16. Coordinate with any third-party entity (regulatory agencies, state agencies or municipalities, among others) on any technical or regulatory task needed to maximize and facilitate the implementation of any individual application or general program(s) policies for the benefit of the applicants.
17. Any other supporting functions or task necessary to implement an efficient and compliant program management, project management, contract management and case management process, deliverables, and due diligence.

- **Document Control and Management**

1. Store, archive, and retrieve physical documents and electronic images of all paper documents, training material, internal policies and procedures, and meeting lists of attendees.
2. Establish and maintain protocols for physical file management which may include, among other things, file accessibility, file location tracking, file

permissions, file ownership, and file return. This requires the Program Manager to maintain adequate secure space and storage equipment to perform such functions and requires that the Program Manager will maintain soft copy backups of original files in their custody.

3. Any systems, tools, or technology provided must meet PRDOH's PII and confidentiality and nondisclosure requirements.
4. Provide a copy of their document library structure to ensure all document recordkeeping will be met.
5. Adopt recordkeeping naming conventions as identified by PRDOH to align with their recordkeeping practices
6. Deliver program files as requested by PRDOH when requested in a routine order.
7. Any other task necessary to comply with the requirements of document control management.

- **Accounting and Reporting**

1. Reconcile with the PRDOH, on an established periodic basis, a complete inventory of all items furnished by the PRDOH, including items such as: equipment, furniture, computers, phones, laptops, network printers, network equipment, etc., if applicable.
2. Review and submit recommendations for approval of Program(s) funding requests, if needed.
3. Provide status reports on a regular basis or as requested by PRDOH for the progress of applications, Program(s) sponsored construction activities, project closeouts, project cost analysis, warranty claims, resolutions, trends, issues, risks and potential legal exposure.
4. As requested, meet with the PRDOH to discuss the progress, status and projections of the Program(s), applicant concerns, and any other issues that may have risen during the administration of the assigned Program(s).
5. Provide the PRDOH with project progress reports on demand, as well as access to the Internal Program Managers system of record for the Office of Inspector General, HUD, PRDOH, or any other entity that audits or reviews the Program(s).
6. Report on information that includes project activity deemed critical by the PRDOH.
7. Any other task necessary to ensure proper accounting and reporting as related to the Program(s).

- **Applicant Relations & Outreach Support**

1. Coordinate outreach efforts, including call-out and/or campaigns and letter campaigns as required by the PRDOH.


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2. Assist in the identification of vulnerable populations by developing and executing application intake strategies for specific geographies or applicant demographics.
3. Refer to PRDOH any inquiries or complaints from elected offices such as mayors, representatives, senators, cabinet members, or high-profile organizations such as non-profit organizations, media and associated press members.
4. Document all applicant outreach efforts and outcomes.
5. Any other task necessary to ensure proper relations of the Program Manager with its assigned applicants.

3.2. Implementation Management Services Tasks and Services (Per Unit Tasks)

The following Tasks **01 through Task 08**, represent the unit tasks that the Selected Proposer(s) must perform to process Program(s) applications from intake to closeout. Each Program requires that Selected Proposer(s) work an initial number of applications through the process: 1) up to the submission of the signed Grant Agreement and Award Package for disbursement and 2) after disbursement, Selected Proposer(s) must verify receipts and take beneficiaries through the closeout process.

It can be expected that the Economic Recovery Programs will have an intake of two thousand five hundred (2,500) of applications. Applications must be completed within an approximate amount of time from submission to the Program to the submission of the signed Grant Agreement and Award Package for disbursement. Selected Proposer(s) will be assigned cases in various stages of the Program process, therefore timeframes for completion and the time to the submission of the signed Grant Agreement and Award Package for disbursement will vary depending on the stage in the process where the case is assigned to the Selected Proposer(s). The approximate timeframe that an application must be completed from a particular stage of the process the submission of the signed Grant Agreement and Award Package for disbursement has been indicated within the introduction for each status description below.

Task 01 Intake Support (Approx. Time to Signed Grant Agreement Submission: one-hundred and ten (110) days)

1. Contact potential applicants to support conducting pre application and initial application orientation and documenting the eligibility criteria and requirements as established in the guidelines of each Program, that may include business history, ownership, financial overview, storm damage, and plans for the future of the business, among others.
2. Develop initial profile information and make initial recommendations for pass or fail rate on program requirements.


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3. Ensure applicants provide sufficient evidence of damage and business disruption as a result of the storms Irma and Maria for compliance as a tie back to the storm program requirements and assist by providing templates that may be helpful for applicants to provide information about their business, as appropriate.
4. Review documentation and provide consultation considering compliance requirements within program policies, comments and feedback to ensure optimal uses of the grant and/or loan capital.
5. Educate the prospective applicant on CDBG-DR and CDBG-MIT basics and Program overview as appropriate.
6. Collecting required documentation such as business tax returns, proof that the business is registered to do business in Puerto Rico, proof of ownership by Puerto Rico resident(s), proof of storm damage, status of applicant's tax obligations, insurance and DOB documentation, and other program documents.
7. Review documentation and provide consultation considering compliance requirements within PRDOH general and program policies, comments and feedback to ensure optimal uses of the grant and/or loan capital.
8. Explain Duplication of Benefits (**DOB**) concept and inquire and review other benefits received or requested to Applicants.
9. Gather documentation on other sources of funding for requested benefits in cases where the unmet need is greater than \$150,000 or the applicants unmet need may be impacted by other funding sources and ensure review for duplication of benefits compliance.
10. Schedule a follow up meeting for Complete Application Submission process and provide list of required documents.
11. Interview prospective applicants to assist in the collection about the business history, ownership, financial overview, storm damage, and plans for the future of the business.
12. Provide eligibility overview as contained in the Program Guidelines with applicants.
13. Provide support in assisting applicants assemble a complete and organized application that addresses underwriting financial feasibility criteria to help position applications for success.
14. Identify if the applicant may qualify for other adjacent programs through CDBG-DR and CDBG-MIT.
15. Reviewing financial information provided by applicant for compliance with basic Program requirements.
16. Explain to prospective applicant the requirements to prove proper use of any awarded funds and the possibility of recapture if a business does not comply with the closeout requirements.
17. Assist in completing the voluntary withdrawal process, as applicable.

18. Prepare the final Application Package and provide support in the submission of the application.
19. Contact applicants at least five (5) times when flagged from the request module for missing documentation and be able to categorize applicant as inactive as per process SOPs.
20. Collect location details and information required for Environmental Review (as applicable), such as: property coordinates, cadastral number, location maps and pictures.
21. Ensure applicant completes and provides all the documentation required to validate that business meets at least one (1) of the three (3) HUD National Objectives of the CDBG-DR and CDBG-MIT Programs, which could include payroll information and/or owners' personal tax returns.
22. Provide timely answers to all Case Inquiries associated to the cases that might be requested by other Program Staff to ensure the completion of the application review process.
23. Verify documentation to ensure applicant has best chance of being eligible for the Program.
24. Verify documentation to ensure applicant appears to be eligible for the Program.
25. Document analysis of verified documentation required to meet all eligibility criteria in the Program's information platform.
26. Ensure the proper management, review, address and tracking of all Voluntary Withdrawal requests received per Program Guidelines.
27. Ensure the proper management, review, address and tracking of all applicants considered non-responsive as per Program Guidelines.
28. Provide technical assistance including but not limited to one pagers, presentations, video orientations and other learning and technical assistance provisions that de-mystify the application process for prospective applicants.
29. Educate the prospective applicant on CDBG-DR and CDBG-MIT basics and Program overview as appropriate.
30. Any other service necessary to ensure proper completion of this task.

Task 02: Eligibility Review and Support (Approx. Time to Signed Grant Agreement Submission: 40 – 70 days)

1. Educate the prospective applicant on CDBG-DR and CDBG-MIT Program(s) Guidelines and basics overview to ensure applicant understands program function, benefit and their roles and responsibilities within program participation.
2. Discuss details on eligibility as contained in the Program Guidelines with applicants.
3. Educate the prospective applicant on the DOB concept, inquire about other benefits received or requested to applicants while conducting DOB pre-assessment and recommendations.


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4. Educate the prospective applicant on the Davis Bacon and Related Acts (DBRA) concept, inquire about other benefits received or requested to applicants while conducting DBRA pre-assessment and recommendations.
5. Explain to prospective applicant the requirements to prove proper use of any awarded funds and the possibility of recapture if a business does not comply with the closeout requirements.
6. Identify if the applicant is a good candidate for CDBG-DR and CDBG-MIT Programs or for a different program and advise applicant of its options regarding CDBG-DR and CDBG-MIT Programs.
7. Schedule a follow up meeting for Complete Application Submission process and provide list of required documents.
8. Explain award calculation basics and review related documentation.
9. Verify documentation to ensure applicant appears to be eligible for the Program.
10. In compliance with the guidance and when required or necessary develop an agronomist report to analyze applicant proposal and/or unmet need viability.
11. Validate that Applicants possess the specialized agricultural experience, competency, knowledge, and ability to successfully run the agricultural undertaking presented or proposed by the applicant.
12. Validate information in cases where clarification is needed, such as in unmet need requirements, business plans, and validation of financial projections based on actual and/or proposed farm production, market conditions (product demand, market price, etc.), production costs, start-up/expansion costs, and any other relevant factors.
13. Identify any deficiencies in applicant knowledge and/or skills, which can be remedied by Technical Assistance provided by the Subrecipient and provide written recommendations.
14. Provide Technical Assistance to PRDOH, its subrecipients, or its contractors, to put them in a position to properly evaluate determinations when requested.
15. Develop training curriculums and materials for frequently needed Technical Assistance.
16. Document analysis of verified documentation required to meet all eligibility criteria in the Program's information platform.
17. Document eligibility or ineligibility determination for all reviewed cases per process SOPs and Program Guidelines, in the Program's information platform.
18. Issue signed Eligibility or Ineligibility determination correspondence to applicants per Program Guidelines and process SOPs in the established timelines.
19. Ensure the proper management, review, address and tracking of all Program-Based Reconsideration and/or Administrative Review requests received per Program Guidelines.
20. Perform validation of and determine pass or fail on each eligibility criteria item and develop eligibility memoranda as required.

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21. Develop/update tools such as guides, procedures and other documentation that assist in the process.
22. Document analysis by documenting notes on a case and preparing a memorandum explaining the eligibility process and the reasons on which the determination of eligibility or ineligibility was based. The Memorandum should detail the analysis performed by the Selected Proposer(s) for each of eligibility criteria. The memorandum must also include the determination reached for each of the criterion and a summary of the information evaluated by the Selected Proposer(s).
23. Make final determinations as to the eligibility of an applicant for the Program based on compliance with program guidelines and an analysis of all submitted documentation.
24. Send notifications to applicants informing of the final determination reached by the Program.
25. Any other service necessary to ensure proper completion of this task.

Task 03 Underwriting Review and Support (Approx. Time to Grant Agreement Signing 30 – 40 days)

1. Ensure that all supporting documentation and information is included in the application file and notify applicants if their application is missing documentation and gather necessary documents from applicant to finish Underwriting.
2. Provide support services to the entities engaged in completing underwriting by performing documentation of process.
3. Notify Applicants if the Grant has been approved or denied and the amount and terms of the grant, if approved.
4. Properly document and submit comments for all determinations, decisions, and/or clarifications undertaken. Ensure every application file is supported with enough comments and notes that all third parties reviewing file can understand the reason why checklist items were passed or failed and can follow the entire process from intake to final determination and closeout.
5. Ensure that underwriting for recovery grants follow HUD guidelines at 24 C.F.R. § 570.209 as the financial underwriting framework for evaluating the feasibility of applications.
6. Provide recordkeeping support to ensure organized files and cases are available for upload to facilitate multiagency oversight and federal monitoring.
7. Perform validation of and determine pass or fail on each underwriting checklist item.
8. Perform underwriting analysis in compliance with HUD and Program requirements, including but not limited to evaluating that: calculating unmet needs, award amount, project costs are reasonable; all sources of project

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financing are committed; and the project is financially feasible. Also, to the extent practicable that: the return on the owner's equity investment will not be unreasonably high; CDBG-DR funds are disbursed on a pro rata basis if other sources of funds are provided to the project; and CDBG-DR funds are not substituted for non-Federal financial support.

9. Perform DOB analysis, in accordance with Stafford Act (42 U.S.C. §5155), including but not limited to acquiring documentation, reviewing benefits, and determining unmet needs.
10. Provide recommendations to align, streamline and ensure agile process for timely underwriting review time period of no more than **thirty (30) days**.
11. Develop/update tools such as guides, procedures and other documentation that assist in the process.
12. When necessary, provide review process support in coordination with applicant to ensure timely response.
13. Draft award letters and terms for loan/grant signing in alignment with department SOPs.
14. Provide summary data and dashboards to pinpoint process improvement opportunities.
15. Provision of recommendations for continuous improvement of the process through memorandums, minutes or other written guidance as prescribed by the PRDOH economic development teams and staff.
16. Any other service necessary to ensure proper completion of this task.


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Task 04 Environmental Review and Support (Approx. Time to Signed Grant Agreement Submission: CEST seventy-five (75) Days; EA ninety (90) days)

1. Complete Housing and Urban Development (**HUD**) and National Environmental Policy Act (**NEPA**) required environmental reviews for projects associated with Economic Recovery Programs. Conduct environmental reviews for each project (including required publication of notices) on an as-needed basis in accordance with the required level of clearance. Environmental reviews must, at a minimum, comply with the requirements of the Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), the National Environmental Policy Act (including implementing regulations at 40 CFR 1500 and 24 CFR 58), the Environmental Public Policy Act of Puerto Rico, as amended (Law Num. 416-2004), and the Puerto Rico Permit Process Reform, as amended (Law Num. 161- 2009) along with any other local environmental review requirements.
2. Create an Environmental Review Record (**ERR**) for each project which meets all legal requirements and documenting PRDOH's review and compliance with the related federal authorities listed in 24 CFR 58. This includes structure verification of dates of construction with aerial imagery, and the preparation of brief forms, as needed, by staff meeting the Secretary of Interior's (**SOI**)

Professional Qualifications Standards for Architecture or Architectural History for submission to the State Historic Preservation Office (**SHPO**) regarding structures 45 years in age or greater that are recommended as not eligible for listing in the National Register of Historic Places.

3. An environmental review must be completed for every funded project or activity. The environmental review must be completed before the commitment of funds to avoid a choice limiting action (24 C.F.R. §58.22).
4. Determine environmental review type per 24 CFR 58.
5. Prepare Environmental Review Record for level of environmental review identified.
6. Complete and submit the preliminary environmental review through system designated by PRDOH for PRDOH review and approval.
7. Perform field observations, when necessary, on applicant structure/location to assess the visible aspects of structures. This includes obtaining a GPS location (to six figures after the decimal point), photographs to assist in defining the structure, a visual determination if there are any potential environmental concerns, and other items of interest. A Field Observation Report will be generated for each visit.
8. Assess the feasibility of the proposed project in relation to the required level of environmental review.
9. Gather all data, documentation, and any other information necessary for completion of an Environmental Review.
10. Respond to Requests for Information from other stake holders in the Program requesting information to allow for completion of Environmental Reviews.
11. Any other service necessary to ensure proper completion of this task.

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Task 05 Program-Based Reconsideration Requests (Approx. Time to Signed Grant Agreement Submission: twenty (20) days)

+ Task 5.1: Program-Based Reconsideration and Support

1. Conduct Applicant issue resolution responding to applicant formal complaints and Adjudicate program-based reconsideration requests, including complying with any Applicant Resolution procedure established by PRDOH.
2. Document all reconsideration resolutions and analysis.
3. Inform PRDOH of complaints received and identified resolution or mitigating action.
4. Submit and comply with information requested by PRDOH related to complaints or administrative reviews.
5. Send reconsideration determinations to applicants.
6. Any other service necessary to ensure proper completion of this task.

Task 06 Grant/Loan Agreement Signing and Submission for Disbursement (Approx. Time to Signed Grant Agreement Submission: five (5) days)

+ **Task 6.1: Closing Session and Support**

1. Coordinate time and place for a Closing Meeting with applicant.
2. Explain to Applicant the Award process for the Program, including agreement documents, Conflict of Interest Forms, disbursement instructions, receipt submission instructions, and other case closing and compliance guidance and instructions.
3. Manage Applicant to Closing Meetings, be they in-person, virtual or telephonic conference Closing Meetings. Provide closing staff that will be knowledgeable in leading coordination session with the review of the final grant and loan agreement to explain terms and expectations clearly to applicants.
4. Explain all terms of the Grant Agreement including preparing the Applicant for compliance with the receipt and closeout process.
5. Prepare all required documentation for Award Coordination and disbursement as per Program Guidelines and process SOPs in the established timelines.
6. Any other service necessary to ensure proper completion of this task.

Task 07 Grant/Loan Agreement Lifecycle and Support

+ **Task 7.1: Grant/Loan Closeout and Support**

1. Create and develop summary tools to supplement learning of applicants and assist them in understanding key summary items.
2. Ensure closeout documentation meets all requirements per Program Guidelines and process SOPs before issuing final compliance determination.
3. Document analysis of verified documentation required to meet all Compliance criteria in the Program's information platform.
4. Ensure applicant completes and provides all the documentation required to validate that business meets at least one (1) of the three (3) HUD National Objectives of the CDBG-DR and CDBG-MIT Programs, which could include payroll information and/or owners' personal tax returns.
5. Issue signed Compliance recommendation correspondence to applicants per Program Guidelines and process SOPs in the established timelines.
6. Any other service necessary to ensure proper completion of this task.

+ **Task 7.2: Production Tracking and Production Mobilization and Support**

1. Create Dashboards for automated real time tracking of application mobility that accounts party in charge details, percentage of progress with review, flags for reviews that are in queue longer than programmed, cases that have decision points pending with applicant.
2. Provide paginated reports as requested and ability to create custom reports.
3. Development of summary reports to track program risks and resolutions implemented across the program.


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4. Provide support in tracking to other stakeholders as appropriate.
5. Any other service necessary to ensure proper completion of this task.

+ **Task 7.3: Performance Period Program Compliance**

1. Support organization and assignment of cases to other stakeholders for review as necessary.
2. Scheduling routine follow-ups at a minimum every **thirty (30) days** to check in with the applicant on their progress and securing accurate information on business use outcomes in line with program national objectives.
3. Provide implementation support in documenting milestones that achieve national objectives and in conformance with grant/loan compliance requirements such as the upload of receipts to the program system canopy.
4. Flag any noncompliance and proposing comprehensive solution to multiple agencies responsible for oversight in written memorandums for action.
5. Create a uniform inventory of resolutions provided to noncompliance and transparency of that inventory to other stakeholders.
6. Assist in the preparation for recapture notifications as appropriate for each case assigned using SOPs and policies.
7. Assist in tracking and compiling lists of cases that may have to be referred to Legal for further actions.
8. Ensure the proper management, review, address and tracking of all Program-Based Reconsideration and/or Administrative Review requests received per Program Guidelines.
9. Any other service necessary to ensure proper completion of this task.


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Task 08: Closeout Program and Support

1. Support in the completion of closeout checklists made available to the program and provide recommendations to enhance process closeout as appropriate.
2. Support the preparation of summary documentation from pre-application through final reimbursement documentation.
3. Perform verification of supporting documents on file for applicant final file.
4. Prepare closing documentation using applicant provided information to enable closeout process as appropriate.
5. Support and make available as needed uniform recordkeeping and inventory support using department systems such as canopy to complete case file records.
6. Document Compliance or Non-Compliance determination for all reviewed cases per process SOPs and Program Guidelines, in the Program's information platform.

7. Collect all necessary documents and data necessary for compliance with Closeout SOPs and other requirements for Program Closeout required by PRDOH.
8. Any other service necessary to ensure proper completion of this task and in support of recapture if and when needed.

4. Deliverables

Deliverables shall be considered those tangible and resulting work products which are to be delivered from the Selected Proposer(s) to the PRDOH. All deliverables and resulting work products from this contract will become the property of the PRDOH. The Proposer(s) shall certify the accurateness of its deliverables to the PRDOH.

The key deliverables to be provided (in calendar days) include, but are not limited to, the following¹:

4.1. Task 01 Intake Support – this task shall not exceed fifteen (15) days.

- + The Selected Proposer(s) must be able to mobilize implementation of this task within **three (3) business days** of the contract execution date.
- + The Selected Proposer(s) are expected to prepare Project Plans within **five (5) business days** of execution of contract and be ready for presentation and discussion with the program teams to align deadlines and refine goals and outcomes for the program.
- + Develop and implement SOPs for process and/or any revisions to current SOPs as per PRDOH instruction and timelines established at the time of revision request.
- + Issue signed Award or Fail determination correspondence to applicants per Program Guidelines and process SOPs in the established timelines.
- + Prepare all required documentation for Award Coordination and disbursement as per Program Guidelines and process SOPs in the established timelines.
- + Document analysis of verified documentation required to meet all Intake criteria in the Program's information platform.
- + Comply with Program goals as stated by PRDOH and SRA's regarding performance of this task.

4.2. Task 02: Eligibility – this task shall not exceed thirty (30) days.

- + The Selected Proposer(s) must be able to mobilize implementation of this task within **three (3) business days** of the contract execution date.
- + The Selected Proposer(s) are expected to prepare Project Plans within **five (5) business days** of execution of contract and be ready for presentation and discussion with the program teams to align deadlines and refine goals and outcomes for the program.

¹ The timeframe included for Task 01 to Task 08 will start from the date the case is in that stage/level of review.

- + Develop and implement SOPs for process and/or any revisions to current SOPs as per PRDOH program instruction and process.
- + Issue signed Eligibility or Ineligibility determination correspondence to applicants per Program Guidelines and process SOPs in the established timelines.
- + Prepare all required documentation for Underwriting, Award Coordination, and disbursement as per Program Guidelines and process SOPs in the established timelines.
- + Document analysis of verified documentation required to meet all Eligibility criteria in the Program's information platform.
- + Comply with Program goals as stated by PRDOH and SRAs regarding performance of this task.

4.3. Task 03: Underwriting - – this task shall not exceed forty-five (45) days.

- + The Selected Proposer(s) must be able to mobilize implementation of this task within **three (3) business days** of the contract execution date.
- + The Selected Proposer(s) are expected to prepare Project Plans within **five (5) business days** of execution of contract and be ready for presentation and discussion with the program teams to align deadlines and refine goals and outcomes for the program.
- + Develop and implement SOPs for process and/or any revisions to current SOPs as per PRDOH program instruction and process.
- + Issue signed Award or Fail determination correspondence to applicants per Program Guidelines and process SOPs in the established timelines.
- + Prepare all required documentation for Award Coordination and disbursement as per Program Guidelines and process SOPs in the established timelines.
- + Document analysis of verified documentation required to meet all Underwriting criteria in the Program's information platform.
- + Comply with Program goals as stated by PRDOH and SRAs regarding performance of this task.

4.4. Task 04: Environmental Review - – this task shall not exceed one hundred (100) days.

- + The Selected Proposer(s) must be able to mobilize implementation of this task within **three (3) business days** of the contract execution date.
- + The Selected Proposer(s) are expected to prepare Project Plans within **five (5) business days** of execution of contract and be ready for presentation and discussion with the program teams to align deadlines and refine goals and outcomes for the program.
- + Develop and implement SOPs for process and/or any revisions to current SOPs as per PRDOH program instruction and process.
- + Determine environmental review type per 24 CFR 58.

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- + Complete an Environmental Review for every funded project or activity before the commitment of funds.
- + Prepare Environmental Review Record for level of environmental review identified.
- + Gather all data, documentation, and any other information necessary for completion of an Environmental Review.
- + Respond to Requests for Information from other stake holders in the Program requesting information to allow for completion of Environmental Reviews.
- + Comply with Program goals as stated by PRDOH and SRAs regarding performance of this task.

4.5. Task 05: Program-Based Reconsideration Requests - – this task shall not exceed fifteen (15) days from the date the reconsideration request is received.

- + The Selected Proposer(s) must be able to mobilize implementation of this task within **three (3) business days** of the contract execution date.
- + The Selected Proposer(s) are expected to prepare Project Plans within **five (5) business days** of execution of contract and be ready for presentation and discussion with the program teams to align deadlines and refine goals and outcomes for the program.
- + Develop and implement SOPs for process and/or any revisions to current SOPs as per PRDOH program instruction and process.
- + Document all reconsideration resolutions and analysis.
- + Comply with Program goals as stated by PRDOH and SRAs regarding performance of this task.


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4.6. Task 06: Grant/Loan Agreement Signing and Submission for Disbursement– this task shall not exceed five (5) days.

- + The Selected Proposer(s) must be able to mobilize implementation of this task within **three (3) business days** of the contract execution date.
- + The Selected Proposer(s) are expected to prepare Project Plans within **five (5) business days** of execution of contract and be ready for presentation and discussion with the program teams to align deadlines and refine goals and outcomes for the program.
- + Develop and implement SOPs for process and/or any revisions to current SOPs as per PRDOH program instruction and process.
- + Prepare all required documentation for Award Coordination and disbursement as per Program Guidelines and process SOPs in the established timelines.
- + Comply with Program goals as stated by PRDOH and SRAs regarding performance of this task.

4.7. Task 07: Grant/Loan Agreement Lifecycle Support

- + The Selected Proposer(s) must be able to mobilize implementation of this task within **three (3) business days** of the contract execution date.

- + The Selected Proposer(s) are expected to prepare Project Plans within **five (5) business days** of execution of contract and be ready for presentation and discussion with the program teams to align deadlines and refine goals and outcomes for the program.
- + Develop and implement SOPs for process and/or any revisions to current SOPs as per assignment from PRDOH.
- + Issue signed Award or Fail determination correspondence to applicants per Program Guidelines and process SOPs in the established timelines.
- + Prepare all required documentation for Award Coordination and disbursement as per Program Guidelines and process SOPs in the established timelines.
- + Document analysis of verified documentation required to meet all Grant/Loan Agreement Lifecycle criteria in the Program's information platform.
- + Comply with Program goals as stated by PRDOH and SRAs regarding performance of this task.
- + Provide support to ensure that disbursement of funding complies with **72-hour** timeline to disburse funding to applicant.

4.8. Task 08: Closeout Process - – this task shall not exceed fifteen (15) days from the date the case is ready for closeout.

- + The Selected Proposer(s) must be able to mobilize implementation of this task within **three (3) business days** of the contract execution date.
- + The Selected Proposer(s) are expected to prepare Project Plans within **five (5) business days** of execution of contract and be ready for presentation and discussion with the program teams to align deadlines and refine goals and outcomes for the program.
- + Develop and implement SOPs for process and/or any revisions to current SOPs as per assignment from PRDOH.
- + Issue signed Award or Fail determination correspondence to applicants per Program Guidelines and process SOPs in the established timelines.
- + Prepare all required documentation for Award Coordination and disbursement as per Program Guidelines and process SOPs in the established timelines.
- + Document analysis of verified documentation required to meet all Closeout criteria in the Program's information platform.
- + Comply with Program goals as stated by PRDOH and SRAs regarding performance of this task.

5. Additional Services (Allowance)

Specific cases may require the Selected Proposer(s) to provide additional services to those stated above. Therefore, the PRDOH has identified a budget allowance to be included in the Selected Proposer(s) contract. When requested, the selected Proposer(s) will be responsible for performing the additional services. In that event, the Selected

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Proposer(s) must notify the PRDOH which additional service(s) is(are) needed. The Selected Proposer(s) will be responsible for presenting information about the environmental specialized services needed, cost and timeframe.

When specialized services are required, if the cost is more than two thousand dollars (\$2,000), then the Selected Proposer(s) must develop the scope of services needed and request at least three (3) economic proposals to qualified Subcontractors, with experience performing the required specialized service(s), to perform the required scope of the services. After evaluation of the economic proposals, the Selected Proposer(s) must present to the PRDOH a recommendation for their approval. PRDOH must provide written approval to the Selected Proposer(s) recommended selection including the scope, budget and timeframe for the specialized service. For each specialized services approved, the related allowance amount will be adjusted.

6. Term of Contract

PRDOH anticipates awarding the resulting contract(s) for an initial **two (2) year term with three (3) optional annual extensions** upon mutual agreement of the parties.

7. SAM Registry

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

8. PRDOH Reservation of Rights

The PRDOH reserves the right, without limitations, to:

- (i) Reject any or all proposals, waive any informality in the RFP process, or terminate the RFP process at any time if deemed to be in its best interests.
- (ii) Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposal and/or proposals offering alternate or non-requested services.
- (iii) Cancel this solicitation and reissue the RFP or another version of it, if it considers that doing so is in the public's best interest.
- (iv) PRDOH shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- (v) To reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to, if:
 - a. Funding is not available,

- b. Legal restrictions are placed upon the expenditure of monies for this category.
- c. PRDOH's requirements in good faith change after award of the contract.
- (vi) Make an award to more than one Proposer based on ratings.
- (vii) To require additional information from all Proposers to determine responsibility levels.
- (viii) To contact any individuals, entities, or organizations that have had a business relationship with the Proposer. Even though they were included in the reference section of the RFP submittal.
- (ix) In the event any resulting contract is prematurely terminated due to nonperformance and/or withdrawal by the Contractor, PRDOH reserves the right to:
 - a. seek monetary restitution (to include but not limited to withholding of monies owed or the execution of the payment and performance bond) from the Contractor to cover costs for interim services and/or cover the difference of a higher cost (difference between terminated Contractor's rate and new company's rate) beginning the date of Contractor's termination through the contract expiration date.
- (x) Amend the contract(s) of the Selected Proposer(s) to, among others, extend its original duration, as further explained in the RFP, or to extend the scale of its scope to include work under subsequent CDBG-DR and CDBG-MIT action plans as related to the services requested herein, or to reduce the scale of its scope to decrease work as a consequence of underperformance or inexcusable delays related to the services requested herein.
- (xi) To contract with one or more qualified proposers as a result of the selection of qualified Proposers or the cancellation of this RFP.
- (xii) To negotiate any price from the awarded proposer(s) in response to a specific order under this solicitation.

The Selected Proposer(s) shall be responsible for completing the activities outlined in the Scope of Services. The Selected Proposer(s) will assist PRDOH in providing the resources needed to accomplish the assigned tasks.

The PRDOH reserves the right to, at any time during the ensuing contract period, and without penalty to the Selected Proposer(s) contracted as a result of this RFP, conduct additional competitive solicitations to obtain additional Implementation Management Services when, in the opinion of the Contracting Officer, it is the best interests of the PRDOH to do so.

END OF SCOPE OF SERVICES

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Exhibit H Price Form



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

ATTACHMENT C

Exhibit H
PRICE FORM
Request for Proposals
Implementation Management Services for Economic Recovery Programs
Community Development Block Grant – Disaster Recovery
Community Development Block Grant – Mitigation
CDBG-DRMIT-RFP-2022-14
(Revised for April 19, 2023 BAFO)

Name of Proposer: Tidal Basin Caribe, LLC

GENERAL PROGRAM MANAGEMENT AND ADMINISTRATION (MAXIMUM PER MONTH)

Position	Estimated Qty. of Resources [A]	Max. Hours Per Month Per Resource [B]	Rate Per Hour [C]	Estimated Monthly Cost Per Position [D = A x B x C]
Key Staff Positions				
Program Manager	1	173	\$156.25	\$27,031.25
Customer Service Coordinator	1	173	\$118.75	\$20,543.75
Monthly Sub-Total				\$47,575.00
[1] Maximum Cost of General Program Management and Administration Services for 2 Years (24 Months)				\$1,141,800.00

Notes on Task 00: Programs Management and Administration

- 1) **Estimated Qty. of Resources** represents the estimated quantity of personnel to be employed by each key position. Should not be interpreted as a cap on the allowed quantity of staff. Monthly cost caps are established in Note 5 below.
- 2) **Max. Hours Per Month Per Resource** represents the estimated quantity of monthly hours to be employed by each key position. Should not be interpreted as a cap on the allowed level of effort per position. Monthly cost caps are established in Note 5 below.
- 3) **Rate Per Hour** includes overhead, profit, royalties, reimbursements, travel, fringe benefits, taxes, as well as any other additional fees and administrative costs applicable to the services.
- 4) **Estimated Monthly Cost Per Position** represents the estimated cost of positions based on the Estimated Quantity of Resources and the Estimated Hours Per Month Per Resource in the cost form. Should not be interpreted as a cap on the allowed billing per position. See Note 5 for monthly cost caps for the Program Management and Administration Task.
- 5) **Monthly Sub-Total** represents the maximum amount that the Program Manager is allowed to invoice for the positions of Program Manager and Customer Service Coordinator at any given month. An individual position may invoice for an amount greater than that established in the **Estimated Monthly Cost Per Position** column at any given month; but the total amount to be invoiced for the group of positions may not exceed the **Monthly Sub-Total**.

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Proposer's Initials:

TASKS		(PER UNIT SERVICES)	
Task	Qty. [A]	Unit Price [B]	Total Cost [C = A x B]
01: Intake Support	2,500	\$684.08	\$1,710,200.00
02: Eligibility Review and Support	2,000	\$715.30	\$1,430,600.00
02: Subtask: Agronomist Report	300	\$814.25	\$244,275.00
03: Underwriting Review and Support	2,000	\$1,071.70	\$2,143,400.00
04: Environmental Review	2,000	\$491.94	\$983,880.00
05: Program-Based Reconsideration Requests	2,000	\$360.25	\$720,500.00
06: Grant/Loan Agreement Signing and Submission for Disbursement	2,000	\$426.58	\$853,160.00
07: Grant/Loan Agreement Lifecycle and Support	2,000	\$660.67	\$1,321,340.00
08: Closeout Program and Support	2,000	\$436.98	\$873,960.00
[ii] Total Cost for Applications Processing			\$10,281,315.00

Notes on Tasks 01 to 06.

(1) Qty. represents the quantity of tasks PRDOH expects for the entirety of the Economic Recovery Programs at the moment. Therefore, the actual quantities of applications, and therefore units, to be included in the Proposer's contract and that the Proposer might be able to perform will be dependent on the final number of Proposers that might be awarded through the RFP. This does not limit the PRDOH in amending the contract of any Proposer to include additional estimated quantities of applications based on performance metrics of the Proposers.

(2) Units Price includes any and all costs associated to the performance to the different tasks. This includes personnel, benefits, reimbursable expenses, equipment, materials, rent, overhead, profit, and any other cost of performing the tasks, including tasks support activities as depicted in the Scope of Services.

(3) Total Cost represents the estimated total cost for processing applications under the Economic Recovery Programs.

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Proposer's Initials:

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Exhibit H – Price Form
CDBG-DRMIT-RFP-2022-14
Page 3 of 3

ALLOWANCE		(REIMBURSABLE EXPENSES)
Allowance		Amount
[iii] Additional Services Allowance		\$200,000.00
TOTAL PROPOSAL COST		\$11,623,115.00
Sum of [i] the Maximum Cost of General Program Management and Administration Services for 2 Years (24 Months); plus [ii] the Total Cost for Applications Processing; plus [iii] Additional Services Allowance.		

- Notes on Total Proposal Cost
- (1) The Total Proposal Cost represents the potential total cost for the services, if the PRDOH determines to contract award a single Proposer for the Implementation Management Services.
 - (2) PRDOH reserves the right to award to one or more Proposers. Based on the number of Proposers finally awarded through this RFP, contracts might be signed for quantities of applications, and therefore per-unit tasks, lower than those stated in this Price Form. This, however, does not limit the PRDOH in amending contracts of awarded Proposers to include additional estimated quantities of applications based on performance metrics.
 - (3) PRDOH reserves the right to amend the contract to, but not limited to, include additional applications if additional funds are allocated to the Economic Recovery Programs during the life of the contract (without amendments). Selected Proposer(s) guarantee and extends the costs herein included to those additional applications which may reach up to 6,000 applications.

Esrone McDaniels

Proposer's Signature

April 21, 2023

Date

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Esrone McDaniels,
Proposer's Printed Name

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GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

ATTACHMENT D PERFORMANCE REQUIREMENTS

Request for Proposals

Implementation Management Services for Economic Recovery Programs

Community Development Block Grant – Disaster Recovery

Community Development Block Grant – Mitigation

Puerto Rico Department of Housing

CDBG-DRMIT-RFP-2022-14

INTRODUCTION

This document represents performance metrics and requirements for Implementation Management Services for Economic Recovery Program. The Contractor shall adhere to the requirements of this document. The Contractor shall develop workplans, schedules, reports, and/or any other document as may be requested by PRDOH or its representative in connection with the metrics and requirements set forth herein. The Contractor shall submit any of such documents for review and approval as requested by the PRDOH within the specified time frame provided for such request. PRDOH reserves the right to request any information as part of the Grantee's responsibilities. The Contractor is responsible for compliance with all aspects of the Scope of Services that will be included as an Attachment of the Contract.

The requirements and metrics included in these Performance Requirements may be modified, including the addition of new requirements based on the Program's development and implementation, at the discretion of PRDOH for the Program's Benefit.

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LIQUIDATED DAMAGES & PENALTIES

The Contractor shall pay to PRDOH, as liquidated damages, \$120 for each calendar day that a required deliverable is late until deemed in compliance, subject to a maximum of \$5,000 to be established per deliverable. Said sums, in view of the difficulty of accurately ascertaining the loss which PRDOH will suffer by reason of delay in the completion of works requested, are hereby fixed and agreed as the liquidated damages that PRDOH will suffer by reason of such delay. Liquidated damages received 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, or to any other remedy provided for as a provision of the contract or law. Liquidated damages may be assessed at the sole discretion of PRDOH. For the purpose of applying and calculating such liquidated damages, a grace period of ten (10) days shall be observed, and the schedule may be extended by any additional time or delays outside the control of the Contractor caused by act of omission of the PRDOH, HUD, or any of their representatives. The PRDOH may deduct and retain out of the monies that may become due to the Contractor, the amount of any such liquidated damages; and in case the amount which may become due is less than the amount of liquidated damages due to the PRDOH, the Contractor shall be liable to pay the difference.

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PERFORMANCE METRICS

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TASK	DELIVERABLES	TIMEFRAME	PROGRAM GOAL
THE TIMEFRAME INCLUDED FOR TASK 01 TO TASK 08 WILL START FROM THE DATE THE CASE IS IN THAT STAGE/LEVEL OF REVIEW.			
Task 01	Intake Support	This task shall not exceed fifteen (15) days	This will represent the following minimum number of cases each month. SBF: 400 Re-Grow: 180
Task 02	Eligibility Review and Support	This task shall not exceed thirty (30) days	This will represent the following minimum number of cases each month. SBF: 400 Re-Grow: 180
Task 03	Underwriting Review and Support	This task shall not exceed forty-five (45) days	This will represent the following minimum number of cases each month. SBF: 380 Re-Grow: 150
Task 04	Environmental Review and Support	This task shall not exceed one hundred (100) days	This will represent the following minimum number of cases each month. SBF: 330 Re-Grow: 125
Task 05	Program-Based Reconsideration Requests	This task shall not exceed fifteen (15) days from the date the reconsideration request is received	All Program Based Reconsiderations shall be addressed within 15 days of being received.
Task 06	Grant/Loan Agreement Signing and Submission for Disbursement	This task shall not exceed five (5) days	This will represent the following minimum number of cases each month. SBF: 330 Re-Grow: 125
Task 07	Grant/Loan Agreement Lifecycle Support		Complete Grant Agreement Support for all cases requiring support each month.
Task 08	Closing Session and Support	This task shall not exceed fifteen (15) days from the date the case is ready for closeout	Send notifications for all cases with seven (7) or more months since disbursement of funds.

TASK	DELIVERABLES	TIMEFRAME	PROGRAM GOAL
THE FOLLOWING DELIVERABLES MUST BE COMPLETED FROM TASK 01 TO TASK 08			
	The Contractor must be able to mobilize implementation of each task.	Within three (3) business days of the contract execution date.	
	The Contractor is expected to prepare Project Plans and be ready for presentation and discussion with the program teams to align deadlines and refine goals and outcomes for the program.	Within five (5) business days of execution of contract	

End of Document


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INSURANCE REQUIREMENTS
Request for Proposals
Implementation Management Services for Economic Recovery Programs
Community Development Block Grant – Disaster Recovery
Community Development Block Grant –Mitigation
Puerto Rico Department of Housing

SPECIAL INSURANCE AND BONDING SPECIFICATIONS
FOR PROFESSIONAL SERVICES

A. The successful proposer before commencing work or receiving a written notice to proceed with, or being allowed to start to work, must submit **Puerto Rico Department of Housing (*PRDOH)** 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 Worker’s Compensation Insurance Policy

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

(X) Commercial General Liability (Special Form) including the following Insurance Coverages

COVERAGE	LIMIT
I. Commercial General Liability:	
• Per Occurrence	\$5,000,000
• General Aggregate	\$5,000,000
• Products & Complete Operations	\$5,000,000
• Personal Injury & Advertising	\$5,000,000
• Fire Damage	\$ 100,000
• Medical Expense	\$ 5,000
II. Employer’s Liability Stop Gap:	
• Bodily Injury by Accident	\$2,000,000
Each Employee	\$2,000,000
Each Accident	\$2,000,000
• Bodily Injury by Disease	\$2,000,000

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INSURANCE REQUIREMENTS
Request for Proposals
Implementation Management Services for Economic Recovery Programs
Community Development Block Grant – Disaster Recovery
Community Development Block Grant –Mitigation
Puerto Rico Department of Housing
CDBG-DRMIT-RFP-2022

COVERAGE	LIMIT
Each Employee	\$2,000,000

2. **(X) Comprehensive Automobile Liability Form including the following Insurance coverages**

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

3. **(X) Professional Liability and Errors & Omissions for Program Management Services, Customer Service Coordinator, Agronomist, Underwriting Services and Loan Processors, Lead Specialists, Task Specialists, Environmental Consulting Specialist, and all the licensed professionals attach to the contract services.**

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

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

(X) A.2 Limits:

(X) Each occurrence	\$5,000,000
(X) Aggregate	\$5,000,000
(X) Deductible	\$ 5,000

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

INSURANCE REQUIREMENTS
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4. (X) Cyber Liability

Limit - \$3,000,000

5. Umbrella

Limit - \$5,000,000

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

(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.

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

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

1. Be authorized to do business within the Commonwealth of Puerto Rico and have the corresponding license issued by the Commissioner of Insurance.
2. To be enjoying a good economic situation and to be classified under the Category of B+ by the "Best Rating Guide".
3. Submit to the ****PRDOH*** a written certification as evidence of full payment of premiums by the Contractor. Mention each risk coverage premium separately.

INSURANCE REQUIREMENTS
Request for Proposals
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Community Development Block Grant – Disaster Recovery
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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 Contract Division of the ***PRDOH**: Discuss any refund of unearned premium.
6. Follow all Federal Bail and Acceptance Insurance Regulations, when applicable.
7. Indicate in the appropriate place of all insurance policies and/or bonds, the full description of the project, work or service to be rendered.
8. Not to make any amendments to insurance policies and bonds issued under the special conditions mentioned above, unless approved by the Insurance Section of the ***PRDOH**.
9. To ensure that all insurance policies or bonds are issued to comply with all of our special insurance conditions with respect to the period of coverage, type of risk coverage, as well as all limits, as specified, and also to eliminate those exclusions in accordance with our request.
10. Clarify any questions regarding insurance requirements by any means of communication with the Insurance Section of the ***PRDOH** under the Secretary for Legal Affairs.

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

The successful proposer, as the prime contractor, has the duty to require each of the subcontractors or 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.

INSURANCE REQUIREMENTS
Request for Proposals
Implementation Management Services for Economic Recovery Programs
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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 ***PRDOH** with all the Certificates of Insurance as evidence to the effect that all insurance and/or bonds required under the special conditions are current and duly approved by the Contract Division of the ***PRDOH**.

All insurance policies shall remain in effect for the entire contractual period. In case of any order of change and/or amendment resulting in alteration of the original project completion date or total original cost, the 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 ***PRDOH** reserves the right to stop any work or service under contract until the breach of these requirements has been remedied, so that any delay in the performance of the contract based on any breach of the insurance coverage requirements shall be deemed the sole responsibility of the Main Contractor.

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

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 **Insurance Requirements** shall prevail over any other insurance specifications.

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

E. CERTIFICATE OF CONTRACT DIVISION

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

DESCRIPTION OF THE SERVICES:

PROFESSIONAL SERVICES FOR

Implementation Management Services for Economic Recovery Programs

Community Development Block Grant – Disaster Recovery
Community Development Block Grant –Mitigation

December 1st, 2022

Date

Sonia Damaris Rodriguez

Sonia Damaris Rodriguez
Insurance Specialist
CDBG-DR Program


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ATTACHMENT F

HUD GENERAL PROVISIONS

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

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

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

General Provisions:

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

2. STATUTORY AND REGULATORY COMPLIANCE

CONTRACTOR shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by: the 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.

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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;

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

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

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

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

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

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

11. SECTION 504 OF THE REHABILITATION ACT OF 1973

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

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

12. AGE DISCRIMINATION ACT OF 1975

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

13. DEBARMENT, SUSPENSION, AND INELIGIBILITY

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

14. CONFLICTS OF INTEREST

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


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15. SUBCONTRACTING

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

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

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

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


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16. ASSIGNABILITY

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

17. INDEMNIFICATION

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

18. COPELAND "ANTI-KICKBACK" ACT

(Applicable to all construction or repair contracts)

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

the applicable regulations issued by the Secretary of Labor pursuant to the Copeland “Anti-Kickback Act” of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The CONTRACTOR shall comply with all applicable “Anti-Kickback” regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

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

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

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

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

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

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

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


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21. TERMINATION FOR CAUSE

(Applicable to contracts exceeding \$10,000)

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

22. TERMINATION FOR CONVENIENCE

(Applicable to contracts exceeding \$10,000)

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

23. SECTION 503 OF THE REHABILITATION ACT OF 1973

(Applicable to contracts exceeding \$10,000)

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

Equal Opportunity for Workers with Disabilities:

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


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- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the CONTRACTOR;
- (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the CONTRACTOR including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

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

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

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

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

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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.


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

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

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

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)

CLEAN AIR ACT

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

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

WATER POLLUTION CONTROL ACT

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

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


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

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

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

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

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

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

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

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

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

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


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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

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

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

38. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS

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

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

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39. INTEREST OF CERTAIN FEDERAL OFFICERS

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

40. INTEREST OF CONTRACTOR

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

41. POLITICAL ACTIVITY

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

42. RELIGIOUS ACTIVITY

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

43. FLOOD DISASTER PROTECTION ACT OF 1973

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

44. LEAD BASED PAINT

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

45. VALUE ENGINEERING

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

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

46. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT (URA)

Every project funded in part or in full by Community Development Block Grant – Disaster Recovery (CDBG-DR) funds, and all activities related to that project, are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, 42 U.S.C. § 4601 et seq., and section 104(d) of the Housing and Community Development Act of 1992, as amended (HCDA), 42 U.S.C. § 5304(d), except where waivers or alternative requirements have been provided by the U.S. Department of Housing and Urban Development (HUD). The implementing regulations for URA are at 49 C.F.R. Part 24, and the regulations for section 104(d) are at 24 C.F.R. Part 42, subpart C. Additionally, HUD has established regulations specific to CDBG-funded housing activities at 24 C.F.R. § 570.606. PRDOH has also established the Uniform Relocation Assistance Guide & Residential Anti-Displacement and Relocation Assistance Plan (URA & ADP Guide) which provides guidance and requirements regarding URA compliance and minimizing displacement that are applicable to all CDBG-DR programs. The primary purpose of these laws and regulations is to provide uniform, fair, and

equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects.

When CDBG-DR funds are planned, intended, or used for any activity or phase of a project and the phases are interdependent, URA applies to that activity or project. This includes any property acquisition, even if CDBG-DR funds are not used to fund the purchase, if the contract to acquire property is executed with the intention of seeking CDBG-DR funds to complete the project or an interdependent phase of the project. Contractors are responsible for ensuring URA compliance throughout the design, proposal, and implementation of any project that includes real property acquisition or displacement of residential or business occupants.

47. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (OSH ACT)

The CONTRACTOR shall comply with the Occupational Safety and Health Act of 1970 (OSH Act) as supplemented by the Department of Labor regulations. This Act created the Occupational Safety and Health Administration (OSHA). OSHA sets and enforces protective standards of safety and health in the workplace. Under the OSH Act, employers have a responsibility to provide a safe workplace.

Employers must comply with the 29 CFR 1910 General Obligations Clause of the OSH Act. This clause requires employers to maintain their workplaces free from serious recognized hazards. This includes the adoption of safety and health guidelines and the subsequent training of the employer's workforce in these.

CONTRACTORS whose Scope of Work includes construction activities must comply with the General Clauses, and also with provisions of 29 CFR 1926 "Construction Health and Safety Regulations". It shall be a condition of any contract for construction, alteration and/or repair, including painting and decorating, that no contractor or subcontractor for any part of the contract work shall require any worker or mechanic employed in the performance of the contract to work in an environment or in unhealthy, hazardous or dangerous working conditions to their health or safety.

48. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The Federal Funding Accountability and Transparency Act of 2006 (**FFATA**), as amended, was signed with the intent of reducing wasteful government spending and providing citizens with the ability to hold the government accountable for spending decisions. 2 C.F.R. § Part 170 outlines the requirements of recipients' in reporting information on subawards and executive total compensation under FFATA legislation. Any non-Federal entity that receives or administers Federal financial assistance in the form of grants, loans,


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loan guarantees, subsidies, insurance, food commodities, direct appropriations, assessed and voluntary contributions; and/or other financial assistance transactions that authorize the non-Federal entities' expenditure of Federal fund, is subject to these requirements. Prime contract awardees and prime grant awardees are required to report against subcontracts and subgrants awarded in the FFATA Subaward Reporting System (FSRS), the reporting tool for Federal prime awardees. This information reported will then be displayed on a public and searchable website: www.USASpending.gov.

33. PROCUREMENT

The Uniform Guidance procurement requirements (2 C.F.R. § Part 200, Subpart D) went into effect on July 1, 2018. These requirements are applicable to CDBG-DR funded projects, or as provided by 83 Federal Register 5844 VI A(1)(b)(2) permits a state grantee to elect to follow its own procurement policy. These policies and procedures ensure that Federal dollars are spent fairly and encourage open competition at the best level of service and price.

34. CHANGE ORDERS TO CONTRACTS

Change orders are issued when the initial agreed-upon pricing or work to be completed requires modification. First, the CONTRACTOR must complete a Change Order Request Form. This form and supporting documentation must be delivered to the PRDOH for review. Each change order must have a cost analysis. Once the Project Manager approves the change order, it is returned to the contractor for execution. Change orders are only invoiced on the final draw and categorized as "change orders." The amount listed on the invoice must match the previously approved amount and must be cost-reasonable. The PRDOH is responsible for verifying cost reasonableness. Verification documentation for cost reasonableness becomes an attachment to the change order.

45. LIMITED ENGLISH PROFICIENCY

Executive Order No. 13166, signed on August 11, 2000, requires programs, subrecipients, contractors, subcontractors, and/or developers funded in whole or in part with CDBG-DR financial assistance to ensure fair and meaningful access to programs and services for families and individuals with Limited English Proficiency (**LEP**) and/or deaf/hard of hearing. Fair access is ensured through the implementation of a Language Assistance Plan (**LAP**), which includes non-English-based outreach, translation services of vital documents, free language assistance services, and staff training. Vital documents are defined as depending on the importance of the program, information, encounter, or service

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involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.

46. PERSONALLY IDENTIFIABLE INFORMATION

In accordance with 2 C.F.R. § 200.303, regarding internal controls of a non-Federal entity, a grantee must guarantee the protection of all Personally Identifiable Information (PII) obtained. The program will enact necessary measures to ensure PII of all applicants is safeguarded as to avoid release of private information. If a contractor or employee should experience any loss or potential loss of PII, the program shall be notified immediately of the breach or potential breach.

51. PROCUREMENT OF RECOVERED MATERIALS

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors 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 Environmental Protection Agency (**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 \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.


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

Tidal Basin Caribe, LLC

The following is hereby certified to the Oversight Board regarding the request for authorization for **Implementation Management Services for the Economic Recovery Programs** contract by and between the **Puerto Rico Department of Housing** and **Tidal Basin Caribe, LLC**:

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

a. **Quantum Consulting Group, LLC:**

Principals

- Daniel J. Galán Kerkadó
- Edwin A. Irizarry Lugo

b. **Principal terms and conditions of the contractual relation and role of the subcontractor**

The role of Quantum as a subcontractor is to provide environmental consulting and management services. The services include, determine environmental review type per 24 CFR 58, complete HUD and NEPA reviews for each project as needed, create ERR for each project to meet 24 CFR 58 and other requirements, prepare packages for submission to SHPO, as needed, complete field observations when needed, assessing feasibility and structures.

c. **Amount of proposed contract payable to each subcontractor \$1,200,000.00**

a. **KPMG, LLP:**

Principals

- Thomas F. Stanton
- Bart Cantor
- Samantha Sicard
- Liz Ceja
- Iván N. Nuñez
- Adrian Rios
- Isaac Everth

b. **Principal terms and conditions of the contractual relation and role of the subcontractor**

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

KPMG as a subcontractor will provide underwriting support services which include facilitating speedy documentation collection; continued support for other active underwriting entities, clear documentation related to determinations of award or non-award; and the establishment of SOPs, checklists, and other guides to facilitate proper record-keeping, DOB Analysis, 24 CFR § 570.209 and financial underwriting framework and feasibility, unmet need and award calculations, and cost reasonableness analyses.

c. Amount of proposed contract payable to each subcontractor \$150,000.00

a. Arco Publicidad, Corp.:

Principal

- Gilberto Guasp Gutierrez
- Luisa Pagán

b. Principal terms and conditions of the contractual relation and role of the subcontractor

Arco Publicidad as subcontractor will Provide Outreach and Stake holder Engagement Services. Arco is responsible for developing an outreach plan with the necessary tools to effective messaging all residents, businesses, and communities across Puerto Rico. The services include producing outreach and communications materials in both Spanish and English. Arco will also be providing technical assistance coordination, consultations with prospective applicants across multiple languages and media platforms and assist applicants developing and submitting complete application packages.

c. Amount of proposed contract payable to each subcontractor \$200,000.00

a. Family Endeavors, Inc., dba Endeavors:

Principals

- Jon Allman
- Chip Fulghum
- Danny McDonald
- Steve Lefever
- David Hernández

b. Principal terms and conditions of the contractual relation and role of the subcontractor

Endeavors is a subcontractor responsible for providing case management support services. The case management scope of work includes provide intake support by meetings with prospective applicants, prepare applicant file with preliminary business information, including documentation that the business meets a national objective, complete checklists to validate intake documentation, perform eligibility reviews, coordinate grant loan signing, perform compliance recommendations, compile closeout documentation, and prepare the closeout reports, among other.

c. Amount of proposed contract payable to each subcontractor \$650,000.00


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a. **Iglesias & Iglesias, PSC:**

Principal

- Carlos J. Iglesias Colón

b. **Principal terms and conditions of the contractual relation and role of the subcontractor**

Iglesias & Iglesias, PSC will act as a subcontractor to perform underwriting activities under the direct supervision of the lead Underwriter and Underwriting Task Lead. The scope of services includes include facilitating speedy documentation collection; continued support for other active underwriting entities, clear documentation related to determinations of award or non-award; and the establishment of SOPs, checklists, and other guides to facilitate proper record-keeping, DOB Analysis, 24 CFR § 570.209 and financial underwriting framework and feasibility, unmet need and award calculations, and cost reasonableness analyses.

c. **Amount of proposed contract payable to each subcontractor \$425,000.00**

2. Neither the contractor nor any of its owners², partners, directors, officials, or employees, has agreed to share or give a percentage of the contractor's compensation under the contract to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract, except as follows:

a. **None.**

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

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

5. Neither the contractor, nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with


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

the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law.

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

[The above certifications shall be signed under penalty of perjury by the Senior Vice President in the following form

I hereby certify under penalty of perjury that the foregoing is complete, true, and correct on this 14th day of June of 2023.



Signature

June 14, 2023

Date



Esrone McDaniels

Printed Name

Chief Operating Officer

Position



ATTACHMENT H NON-CONFLICT OF INTEREST CERTIFICATION

TIDAL BASIN CARIBE, LLC

The CONTRACTOR certifies that:

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

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

Signature

June 14, 2023

Date

Esrone McDaniels

Printed Name

Chief Operating Officer

Position

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