



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

**AMENDMENT A TO THE AGREEMENT FOR
PROGRAM MANAGEMENT SERVICES FOR NON-FEDERAL MATCH PROGRAM
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
TIDAL BASIN CARIBE, LLC
Contract No. 2022-DR0208
Amendment No. 2022-DR0208A**



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This **AMENDMENT A TO AGREEMENT FOR PROGRAM MANAGEMENT SERVICES FOR NON-FEDERAL MATCH PROGRAM**, (hereinafter referred to as the "**Amendment**") is entered into in San Juan, Puerto Rico, this 3 day of November, 2022, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, "**PRDOH**"), a public agency created under Law No. 97 of June 10, 1972, as amended, 3 L.P.R.A. § 441 *et seq.*, known as the Department of Housing Governing Act with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of San Juan, Puerto Rico, in his capacity as Secretary; and **TIDAL BASIN CARIBE, LLC** (hereinafter, "**CONTRACTOR**"), with principal offices 126 Business Park Drive, Utica, NY, 13502, herein represented by Esrone McDaniels, in his capacity as Vice-President/Deputy Chief Operating Officer, of legal age, single, and resident of Pensacola, Florida, duly authorized by Resolution by the CONTRACTOR (collectively, "**the Parties**").

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on November 8, 2021, the PRDOH and the CONTRACTOR entered into an Agreement, for the performance of Program Management Services for Non-Federal Match Programs, registered under Contract No. 2022-DR0208, for a maximum amount not to exceed **EIGHT MILLION FIVE HUNDRED TWENTY-TWO THOUSAND NINE HUNDRED EIGHTY-FIVE DOLLARS AND SIXTY CENTS (\$8,522,985.60)**; to the CONTRACTOR from **ACCOUNT NUMBER: R01I21FEM-DOH-LM/R02121FEM-DOH-LM/R02121FEM-DOH-UN 6090-01-000**, ending on **November 8, 2023** (hereinafter, "**Agreement**").

WHEREAS, as per Article XLI of the Agreement, the Agreement may be amended in writing and signed by a duly authorized representative of each party. Nonetheless, the amendment shall not invalidate the Agreement, nor release the Parties from their obligations under the Agreement.

WHEREAS, it is the intention of the Parties that this Amendment is not intended to affect nor does it constitute an extinctive novation of the obligations of the Parties under the Agreement, but is rather a modification and amendment of certain terms and conditions under the Agreement.

WHEREAS, each party represents that the person executing this Amendment has the necessary legal authority to do so on behalf of the respective party.

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

TERMS AND CONDITIONS

II. SAVINGS CLAUSE

The information included in this Amendment A serves the purpose of modifying and amending certain terms and conditions under the Agreement, as established in the following Sections III and IV of this Amendment. All other provisions of the original Agreement, including its exhibits, shall continue to be in full force and effect.

III. SCOPE OF AMENDMENT

The Non-Federal Match Program has identified the need to amend the Agreement to eliminate and clarify task and cost cap applicability to all FEMA match-requiring programs, including the FEMA Public Assistance Program (**FEMA PA**) and the FEMA Hazard Mitigation Grant Program (**HMGP**).

This Amendment modifies **Attachment C** (Scope of Services), **Attachment D** (Compensation Schedule), and **Attachment E** (Performance Requirements) of the Agreement. The changes to **Attachment C** (Scope of Services) are as follows:

- (1) **Include text to refer to FEMA PA and HMGP as FEMA Match Programs.** This clarifies the Scope of Services and simplifies the previously segregated activities into general, overall tasks applicable and may be required for both FEMA PA and HMGP.
- (2) **Add text to clarify the applicability of Task 1, 2, and 3 for all FEMA Match programs.** This adds to the simplified scope and clearly denotes that Tasks 1, 2, and 3, which fulfill all required activities under FEMA PA and HMGP, may be required by PRDOH for any of the FEMA Match programs.
- (3) **Remove Task 1A, originally directly related to HMGP.** This adds to the simplified scope and eliminates redundancy, as activities originally under task 1A may be covered by the Agreement and required by the PRDOH under Tasks 1, 2, or 3.

The changes to the **Attachment D** (Compensation Schedule) are as follows:

- (1) **Include text to refer to FEMA PA and HMGP as FEMA Match Programs.** This clarifies the Scope of Work and simplifies the previously segregated activities into general, overall tasks applicable and may be required for both FEMA PA and HMGP.
- (2) **Add text to clarify the applicability of cost caps for Task 1, 2 and 3 for all FEMA Match Programs.** This clearly denotes that caps cost established for Tasks 1, 2, and 3, which fulfill all required activities under FEMA PA and HMGP, apply to activities that may be carried related to all FEMA Match programs.
- (3) **Remove Task 1A cost caps, originally directly related to HMGP.** This eliminates redundancy and aligns with modifications under **Attachment C** (Scope of Services).
- (4) Remove **Section VI. Budget Re-distribution.**

The changes to **Attachment E** (Performance Requirements) are as follows:

- (1) **Remove Task 1A timeframes and deliverables, originally directly related to HMGP.** This Eliminates redundancy and aligns with modifications under **Attachment C** (Scope of Services) and **Attachment D** (Compensation Schedule).

Even though Tasks and Sub-tasks are similar in scope and implementation methodologies, costs associated with activities and services provided under HMGP shall be disbursed using CDBG-MIT funds. This condition requires that the fund certification be divided

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among CDBG-DR and CDBG-MIT funds. The budget of the Agreement, through this Amendment, remains as it is and has been re-distributed as follows:

| Agreement | CDBG-DR Funding | CDBG-MIT Funding | Total Budget |
|-----------|-----------------|------------------|----------------|
| Original | \$8,522,985.60 | \$0.00 | \$8,522,985.60 |
| Amendment | \$7,747,985.60 | \$775,000.00 | \$8,522,985.60 |

All other provisions of the original Agreement, including the term, remain unaltered.

An updated version of **Attachment H** (Contractor Certification Requirement) is being incorporated by reference to the Agreement. In addition, a new **Attachment I** (Non-Conflict of Interest Certification) is hereto incorporated by reference into the Agreement and made part of the Agreement.

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IV. AMENDMENT:

- A. The Parties agree to amend **Article I. TYPE OF CONTRACT** to include a modified version of **Attachment H** (Contractor Certification Requirement). (See **Attachment I**).
- B. The Parties agree to amend **Article I. TYPE OF CONTRACT** to add a new **Attachment I** (Non-Conflict of Interest Certification). (See **Attachment II**).
- C. **Attachment C** (Scope of Services) of the Agreement is being replaced by an updated version of **Attachment C** (Scope of Services) hereto incorporated by reference into the Agreement. The Scope of Services reflects changes to clarify that the tasks are applicable to FEMA Match Programs, either for FEMA PA or HMGP. (See **Attachment III**).
- D. **Attachment D** (Compensation Schedule) of the Agreement is being replaced by an updated version of **Attachment D** (Compensation Schedule) hereto incorporated by reference into the Agreement. The Compensation Schedule reflects changes to clarify that the tasks under the Scope of Services are applicable to FEMA Match Programs, either for FEMA PA or HMGP. (See **Attachment IV**).
- E. **Attachment E** (Performance Requirements) of the Agreement is being replaced by an updated version of **Attachment E** (Performance Requirements) hereto incorporated by reference into the Agreement. The Performance Requirements reflect changes to clarify that the tasks under the Scope of Services are applicable to FEMA Match Programs, either for FEMA PA or HMGP. (See **Attachment V**).
- F. The Parties agree to replace **Article. IV. COMPENSATION AND PAYMENT, paragraph B**, with the following:

*B. PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **EIGHT MILLION FIVE HUNDRED TWENTY-TWO THOUSAND NINE HUNDRED EIGHTY-FIVE DOLLARS AND SIXTY CENTS (\$8,522,985.60)**.*

*The funds are distributed as follows: **SEVEN MILLION SEVEN HUNDRED FORTY-SEVEN THOUSAND NINE HUNDRED EIGHTY-FIVE DOLLARS AND SIXTY CENTS (\$7,747,985.60)** of CDBG-DR funding from **ACCOUNT NUMBER: R01I21FEM-DOH-LM/R02I21FEM-DOH-LM/R02I21FEM-DOH-UN 6090-01-***

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000 and SEVEN HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$775,000.00)
of CDBG-MIT funding from **ACCOUNT NUMBER: MITI05HMG-DOH-
LM/MITI05HMG-DOH-UN 6090-01-000.**

- G. On April 4, 2022, the Federal Government permanently discontinued the use of the DUNS Number as the primary means of identity identification for Federal awards government-wide and replaced it with the Unique Entity Identifier (**UEI**). Accordingly, the Parties agree to replace the DUNS Numbers with the following Unique Entity Identifier:

PUERTO RICO DEPARTMENT OF HOUSING
Unique Entity ID: **FFNMUBT6WCM1**

TIDAL BASIN CARIBE, LLC
Unique Entity ID: **N4KJXFN65Z56**

- H. The Parties agree to amend **Section XXVIII. CDBG-DR POLICIES AND PROCEDURES** as follows:

In addition to what is established in this Agreement, the CONTRACTOR shall comply with all CDBG-DR program specific and general policies and procedures, which may include, but are not limited to, the Subrecipient Management Policy, OS&H Guideline, MWBE Policy, URA & ADP Guidelines, Cross Cutting Guidelines, AFWAM Policy, Section 3 Policy, Language Access Plan, Personally Identifiable Information, Confidentiality, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR Website (<https://cdbgd-dr.pr.gov/en/resources/policies/>), which are herein included and made an integral part of this SRA, as they may be updated from time to time, Procurement policies and procedures in accordance with the federal procurement rules and regulations found in 2 C.F.R. § 200.318 through §200.327, and reporting requirements as established by the PRDOH.

- I. The Parties agree to add **Section LV. SYSTEM AWARD FOR MANAGEMENT (SAM) REGISTRATION** as follows:

The Subrecipient must be registered in the System for Award Management (SAM) and shall maintain its registration active during contract performance and through final payment. The Subrecipient is responsible during performance and through final payment for the accuracy and completeness of the data within SAM. Failure to maintain registration in SAM can impact obligations and payments under this Agreement.

V. HEADINGS

The titles of the paragraphs of this Amendment 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 Amendment.

VI. FEDERAL FUNDING

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

VII. COMPLIANCE WITH LAW

It is the intention and understanding of the Parties hereto that each and every provision of law required to be inserted in the Agreement, as amended, should be and is inserted

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herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then the Agreement, as amended, shall forthwith, upon the application of any Party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of any Party.

VIII. SUBROGATION

The CONTRACTOR acknowledges that funds provided through the Agreement, as amended, are Federal funds administered by HUD under the CDBG-DR Program and that all funds provided by the Agreement, as amended, are subject to audit, disallowance, and repayment. Any disagreement with adverse findings may be challenged and subject to Federal regulation, however, the CONTRACTOR shall promptly return any and all funds to the PRDOH, which are found to be ineligible, unallowable, unreasonable, duplication of benefits, or non-compensable, no matter the cause. This clause shall survive indefinitely the termination of the Agreement, as amended.

IX. COMPTROLLER REGISTRY

The PRDOH shall remit a copy of this Amendment to the Office of the Comptroller for registration within **fifteen (15)** days following the date of execution of this Amendment and any subsequent amendment thereto. The services object of this Amendment may not be invoiced or paid until this Amendment has been registered by the PRDOH at the Comptroller's Office, pursuant to Act No. 18 of October 30, 1975, as amended.

X. ENTIRE AGREEMENT

The Agreement and this Amendment constitute the entire agreement among the Parties for the use of funds received under the Agreement and this Amended Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written among the Parties with respect to the agreement.

XI. SEVERABILITY

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

XII. COUNTERPARTS

This Amendment 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 Amendment is not executed by the PRDOH within **thirty (30) days** of execution by the other party, this Amendment shall be null and void.

XIII. SURVIVAL OF TERMS AND CONDITIONS

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

XIV. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION

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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. During performance and through final payment, the CONTRACTOR is responsible for the accuracy and completeness of the data within SAM. If the CONTRACTOR's SAM registration is inactive at the moment of execution of this Amendment, the CONTRACTOR acknowledges and agrees to take the necessary steps to activate the registration before performance of any work under the Agreement. Failure to maintain registration in SAM can impact obligations and payments under the Agreement.

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

**PUERTO RICO DEPARTMENT OF
HOUSING**

TIDAL BASIN CARIBE, LLC

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William O. Rodríguez Rodríguez

William O. Rodríguez Rodríguez (Nov 3, 2022 17:50 EDT)

William O. Rodríguez Rodríguez, Esq.
Secretary

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Esrone McDaniels, MPA
Vice-President/Deputy COO

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ATTACHMENT H

CONTRACTOR CERTIFICATION REQUIREMENT

TIDAL BASIN CARIBE, LLC

I. Contractor (or Subrecipient) Certification Requirement:

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

a. Tetra Tech

Subcontractor's primary scope of services is to provide technical staff to perform outreach and training, project eligibility analysis, from evaluations and determinations through project closeouts, and environmental consulting services, under the direction and supervision of Tidal Basin.

\$441,715.05

b. DCMC Partners

Subcontractor's primary scope of services is to provide technical staff to perform projects eligibility analysis services, from eligibility determinations through project closeout, insurance evaluations and construction oversight, under the direction and supervision of Tidal Basin.

\$430,705.50

c. Custom Homes, Inc.

Subcontractor's primary scope of services is to provide technical staff to perform program managements tasks and services under the supervision of Tidal Basin.

\$343,200.00

d. The Consulting Lead, Inc.

Subcontractor's primary scope of services is to provide technical staff to perform projects eligibility analysis services, from eligibility determinations through project closeout under the direction and supervision of Tidal Basin.

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

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\$185,809.80

e. JCM Enterprises, Inc.

Subcontractor's primary scope of services is to provide technical staff to perform projects eligibility analysis services, from eligibility determinations through project closeout under the direction and supervision of Tidal Basin.

\$174,927.85

f. WSP, Inc.

Subcontractor's primary scope of services is to provide staff to perform administrative assistance services, under the direction and supervision of Tidal Basin.

\$70,960.42

g. Elite BCO

Subcontractor's primary scope of services is to provide technical staff to provide IT support and services, under the supervision of Tidal Basin, including but not limited to, develop, and implement technology and data tools to be used by the Eligibility Team to complete evaluation and coordinate and develop any data tool necessary to effectively transfer data to the PRDOH system of record data base.

\$131,033.24

2. Neither the contractor (or subrecipient) nor any of its owners², partners, directors, officials, or employees, has agreed to share or give a percentage of the contractor's (or subrecipient's) compensation under the contract³ to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract.
3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation, or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.
4. To the best knowledge of the signatory (after due investigation), no person has:
(i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to

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.

³ As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.


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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 the 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 (or subrecipient), nor any of its owners, partners, directors, officials, or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law.
6. Any incorrect, incomplete or false statement made by the contractor's (or subrecipient's) representative as part of this certification shall cause the nullity of the proposed contract and the contractor (or subrecipient) must reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.


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

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

By: Esrone McDaniels
Position: Vice President, Deputy COO

Signature: 

Date: September 27, 2022



ATTACHMENT I NON-CONFLICT OF INTEREST CERTIFICATION

TIDAL BASIN CARIBE LLC

The CONTRACTOR/SUBRECIPIENT 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.

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

Signature

October 17, 2022

Date

Esrone McDaniels

Printed Name

VP, Deputy Chief Operating Officer

Position



ATTACHMENT C

SCOPE OF SERVICES

NON-FEDERAL MATCH PROGRAM

1. Introduction and Overview¹

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

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

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

In this Program, CDBG-DR and CDBG MIT funds are used to match the required non-federal cost share match portion of FEMA Projects under different programs, including Public Assistance (PA) and Hazard Mitigation Grant Program (HMGP) eligible Projects (**Projects**). For the purpose of this Agreement, the FEMA programs covered under the Program Management Services are referred to as **FEMA Match Programs**.

CDBG-DR and CDBG-MIT funds may not be used to expand a Project beyond what is approved by FEMA. Additionally, the Project must implement a CDBG-eligible activity, meet an applicable HUD national objective, and comply with alternative requirements when applicable. The Project must also comply with all applicable rules and regulations, to include Davis-Bacon, Section 3, Section 504, procurement, environmental review and all other CDBG-DR and CDBG-MIT, cross-cutting, applicable local statutes, rules, and regulations. All Program payments will be reimbursed based on actual costs incurred and will be categorized under the corresponding national objective (LMI, UN, SB for NFMP projects; LMI and UNM for Global Match projects).

¹ The Scope of Services included in Addendum #3 for the Request for Proposals CDBG-DR-RFP-2020-04 was reformatted for contract purposes. The information contained in the previous Scope of Services was the same as the document originally published.

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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.

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

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

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

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

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

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

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

Relative to the Global Match program, as PRDOH is designated as the Grantee of all CDBG-DR and CDBG-Mitigation (CDBG-MIT) funds from HUD, it will work in partnership with COR3 /SHMO to coordinate efforts to administer the

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implementation and programmatic oversight of the Projects of the HMGP Global Match program. As the Grantee of HUD's funding, PRDOH has the ultimate responsibility to ensure any funding distributed to subrecipients is compliant with HUD program specific requirements. PRDOH will perform a review on all potential Global Match Project applications referred by COR3/SHMO for compliance with PRDOH policies, procedures, and overall HUD eligibility requirements.

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

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


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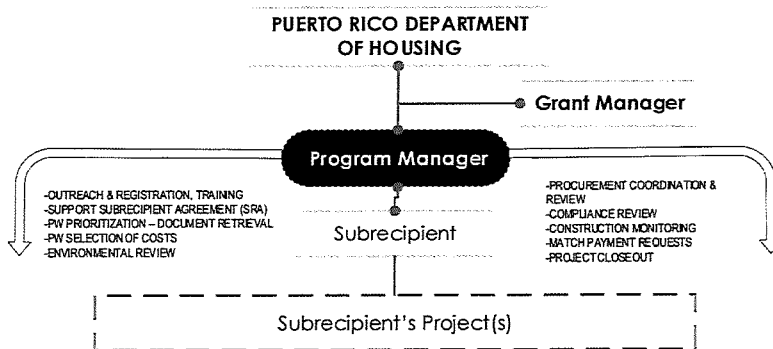
2. Contract Term

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

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

3. Program Management Structure

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



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4. Staff Requirements, Roles and Responsibilities

From this point forward, this Scope of Services will refer to the Non-Federal Match program as the “**Program**”. It is important to establish that this Scope of Services is considering that the NFMP PM will cover the Public Assistance (PA) and Hazard Mitigation Grant Programs (HMGP), both identified as **FEMA Match Programs**.

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

4.1. Staff Requirement

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

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

4.1.1. Staff Experience and Qualifications

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

Key Staff must be requested in writing to the PRDOH and should be supported by the proposed staff's evidence of the required experience and qualifications.

4.1.2. Organizational and Staffing Plan

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



| Title | Requirements | Roles & Responsibilities |
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| Program Manager [Key Staff – Key Team Member] | + Must have a bachelor's degree or higher education in Planning, Engineering, Architecture, Project Management, or similar degree. | + Act as point of contact between the PRDOH and/or its authorized representative, the COR3 POC, the State Hazard Mitigation Officer (SHMO), and Subrecipient(s) officials for highly sensitive issues. |
| | + Must have at least ten (10) years of experience as a Program Manager, including at least five (5) years of specific experience federally funded program or Project management. | + Lead coordination and control over execution of all program's activities. + Assist and report to PRDOH or its authorized representative on overall and specific programs activities. + Monitor program performance status and establish necessary tools for control over programs results. |
| | + Must have fluent verbal and written communication skills. | + Participate in the development and implementation of strategies to successfully obtain program objectives. |
| | | + Lead, coordinate and evaluate performance of all staff and subcontractors under Program Manager direct and indirect supervision. |
| | | + Lead and manage the coordination of activities for controlling schedule, budget and scope of programs. |
| | | + Lead and coordinate the implementation of tools for program change management, risk management and quality assurance. |
| | | + Identify program issues and obstacles, develop, and implement efficient solutions. |
| | | + Lead and review all program activities to prepare and present reports as required by the PRDOH. |
| | | + Identify and promote any other function in support of the successful achievement of program's objectives. |
| | | + Support and facilitate any collaborative process with the assigned PRDOH POC or its authorized representative. |
| | | + Oversee the Program Management |



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| | | <p>team and manage all necessary activities to obtain results on-time and on-budget, as required by the PRDOH or its authorized representative.</p> <ul style="list-style-type: none"> + Participate, coordinate, and facilitate all necessary high profile, program-wide public presentations and meetings, subrecipient meetings and government or non-government stakeholders' meetings. + Evaluate, estimate and proactively manage program-related workload requirements. + Coordinate, support, and analyze performance measurement of subrecipients, and report results in coordination with PRDOH or representative. + Maintain a complete understanding of all applicable Program policies, requirements, procedures, guidelines and knowledge of regulatory and statutory compliance requirements for CDBG-DR/MIT and similar programs/Projects. + Monitor all subrecipient procurement activities and keep PRDOH and/or its authorized representative informed of compliance, regulatory and/or performance issues that may affect CDBG-DR/MIT programs. Ensure all applicable CDBG-DR/MIT policies and regulations are compliant and identify/promote all necessary corrective actions. + Ensure all program participants, including Subrecipients, vendors, and stakeholders are aware of all policy changes. |
| <p>Deputy Program Manager [Key Staff - Key Team Member]</p> | <ul style="list-style-type: none"> + Must have a bachelor's degree or higher education in Planning, Engineering, Architecture, Project Management, or similar degree. + Must have at least five (5) years of experience as a Program or Project Manager, and at least three (3) years of specific experience in federally funded programs. + Must have fluent verbal and written communication skills. | <ul style="list-style-type: none"> + Support the Program Manager in daily operation and all the roles and responsibilities listed for Program Management. + Direct and coordinate all daily activities related to training, communications, scheduling, deliverables, staffing designation and evaluation, risk assessment and management. + Contact and manage relations with officials for partner agencies and for subrecipients or potential subrecipients of the Program. + Ensure review and compliance with all CDBG-DR/MIT regulatory and statutory requirements in coordination with the Regulatory Compliance Officer in the development and implementation of Projects. + Act as the main point of contact with PRDOH or its authorized representative. + Lead and coordinate meetings, conference calls or any group activities related to the program management tasks, including coordination with all parties involved and required. |



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| <p>Outreach / Training Coordinator [Key Staff – Key Team Member]</p> | <ul style="list-style-type: none"> + Must have a bachelor's degree or higher education in Public Relations or similar studies. + Must have at least three (3) years of experience working in public relations field, including experience in outreach strategies and training coordination. + Must have fluent verbal and written communication skills. | <ul style="list-style-type: none"> + Lead and coordinate to generate any deliverables required in a timely manner. + Oversee logistics management, ensuring that procedures are in place to align with the program's goals and objectives. + Oversee standards of performance, safety policies, and procedures, CDBG-DR/MIT compliance and adjust internal policies as necessary. + Direct human resources and management activities on the operational side of the programs and determine the staff needed to accomplish the operational tasks. + Act as the main point of contact with other Infrastructure Program Managers to coordinate, record and manage all tasks and costs related to Infrastructure Projects subject to a match under the HMGP. |
| <p>IT Support Technician [Key Team Member]</p> | <ul style="list-style-type: none"> + Must have bachelor's degree or higher education in Computer Science, Engineering, or related field. + Worked within the last five (5) years developing data analysis tools, conducting training or providing technical assistance related to data management and reporting systems in federally funded programs. + Must have expert knowledge of Microsoft Office products, database management and database connections, coding languages, pivot table analyses, Power BI, | <ul style="list-style-type: none"> + Establish and implement a strategic plan for outreach and training the Program opportunities in coordination with Program Manager and PRDOH POC. + Coordinate all outreach communication materials and public facing communications with PRDOH POC before implementing. + Manage the training and capacitation plan for the Program applicants and subrecipients in coordination with Program Manager and PRDOH POC. + Lead the creation of all training materials and audiovisual communications in means of providing any technical assistance with processes and guidelines involving applicants and subrecipients. + Coordinate logistics of locations, scheduling and audiovisual equipment required to conduct outreach efforts and trainings. + Develop and implement technology and data tools to be used by the Eligibility Analysts to complete their evaluation tasks. + Coordinate and develop all necessary tools to allow efficient and effective data transfer and databases connections to PRDOH's System of Record, when necessary. |


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| <p>Web Based Dashboard development, and reporting.</p> <p>+ Must have fluent verbal and written communication skills</p> | <p>+ Must have a bachelor's degree or higher education included but not limited to Engineering, Architecture, Project Management, or similar studies.</p> <p>+ Must have at least four (4) years of experience previous Project management or related experience.</p> <p>+ Must have demonstrated experience in the following, but not limited to, document management, auditing procedure development and implementation, compliance review procedures, policy interpretation and implementation, team leading in auditing and policy reviews, reporting techniques, and data system usage.</p> <p>+ Must have fluent verbal and written communication skills.</p> | <p>+ Support the Project Manager in daily operations and identified responsibilities.</p> <p>+ Perform initial review of Match Payment Application documentation including but not limited to FEMA Project Worksheets (PW), Supporting Cost Documentation, FEMA Records of Environmental Clearance (REC), CDBG-DR Eligibility, Benefit Cost Analysis, Section 3, Labor Compliance and Davis Bacon, Procurement, and Closeout packages.</p> <p>+ Retrieve, organize and store all documentation related to the Program necessary to justify match payment of costs utilizing CDBG-DR/MIT funds using all available tools and access to the Systems of Record implemented by the PRDOH, COR3, and FEMA.</p> <p>+ Prepare recommendations of match payments.</p> <p>+ Implement and conduct all required activities established by Project Manager's logistics and plans for the Program.</p> <p>+ Provide direct support to Project Manager in coordinating, conducting, and documenting all necessary meetings, including outreach activities, trainings and workshops.</p> <p>+ Provide all necessary support in the development, preparation and submission of required deliverables to PRDOH, including monthly reports</p> <p>+ Lead, coordinate and supervise the Eligibility Analyst team tasks.</p> |
| <p>Eligibility Manager [Key Team Member]</p> | <p>+ Must have a bachelor's degree or higher education, including but not limited to Engineering, Architecture, Accounting, Law, or similar studies.</p> <p>+ Must have two (2) years of experience in auditing federally funded grant program's processes, including but not limited to document and process auditing, policy review and implementation, compliance review, and invoice review and validation.</p> <p>+ Must have fluent verbal and written communication skills both in English and Spanish</p> | <p>+ Access COR3 and FEMA's systems of record to identify and download all documentation related to the Project evaluation.</p> <p>+ Identify and record all Project related documentation into the PRDOH system of record, as established in the corresponding procedure.</p> <p>+ Maintain the established file management structure in order and in compliance with all applicable procedures.</p> <p>+ Identify, evaluate and validate the Record of Environmental Consideration among each Project documentation.</p> <p>+ Complete the required calculations to determine the eligible costs needed to justify the match payment, and confirm the required</p> |



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| | <p>language.</p> | <p>documentation is available within the PRDOH's system of record.</p> <ul style="list-style-type: none"> + Review and validate the documentation required represents eligible costs to justify the match payment. + Review and validate the procurement documentation for each Project to confirm compliance with CDBG-DR and PRDOH requirements. + Provide any required support to the Grant Manager's Labor and Civil Rights Compliance team during the labor compliance review process. + Review and validate that the Duplication of Benefits requirements are met by the Project being reviewed and analyzed. + Completes all the eligibility review steps described in accordance with standard operating procedures for a match payment on any given Project assigned for review. + Prepare and submit to the Eligibility Manager all required information and documentation to complete the match payment review and further steps. + Complete the necessary reviews, including the National Objective determination, for all applicable Projects under the Non-Federal Match Program. + Complete the preliminary and full evaluations for HMGP Projects in means of validating compliance with CDBG-MIT requirements. + Complete the review and validation necessary to complete the HMGP Projects' match application. + Provide any necessary assistance for the review and recommendation process, or any other procedure as required by the Eligibility Manager or Key Staff. |
| <p>Administrative Assistant [Key Staff]</p> | <ul style="list-style-type: none"> + Must have a degree in Office Administration, or similar education. + Must have at least five (5) years of experience as an Administrative Assistant. + Must have extensive knowledge in Microsoft Office software. + Must be familiarized with data management systems in the user-end. + Must have fluent verbal and written communication skills. | <ul style="list-style-type: none"> + Act as a point of contact between the Key Staff and the Eligibility team. + Receive or make calls, take or send messages, and manage correspondence to or from the Key Staff. + Maintain daily, weekly and monthly schedules for the Key Staff. + Maintain a proper physical file system, as required. + Produce reports, presentations and briefs for the Key Staff. + Monitors and maintains availability of office supplies, as required, + Assist the Key Staff in record-keeping all data and documentation generated for the HMGP implementation. |



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| | | <ul style="list-style-type: none"> + Manage communications via different media with other Infrastructure Program Managers involved in the HMGP, as required by the Key Staff. + Assist in any other administrative task, as assigned by the Key Staff or any other team member. |
| Environmental Consultant [Special Service] | <ul style="list-style-type: none"> + Must have a bachelor's degree or higher in Environmental Science, Biology, Archaeology, Geology or similar field. + Must have at least four (4) years of leadership experience with the environmental clearance of federally funded programs involving construction work. + Must have completed Categorical Exclusions (CE) not Subject to 58.5, CEs Subject to 58.5, and Environmental Assessments for HUD funded infrastructure Project (s). + Must have been involved in the completion of an Environmental Impact Statement for federally funded construction Project(s). + Must have fluent verbal and written communication skills | <ul style="list-style-type: none"> + Maintain awareness, knowledge and applicability of most recent federal and local environmental laws, regulations and policies that may apply to PRDOH's CDBG-DR/MIT programs. + Develop work plan to perform environmental related studies, analysis of impacts and recommendations for Projects under the Non-Federal Match program, when necessary. + Coordinate and implement the most current and applicable best practices for environmental reviews under the Program. + Provide all necessary support to the PRDOH to develop and process activities regarding requests for release of funds for the Program. + Coordinate and support monitoring activities for environmental compliance for construction Projects under the Program, when required by the PRDOH or its authorized representative + Lead, coordinate and supervise all of the + Environmental Consultant Assistant's tasks. |
| Construction Oversight Engineer / Architect [Special Service] | <ul style="list-style-type: none"> + Must have a bachelor's degree or higher education in Engineering or Architecture. + Must have at least five (5) years of experience in construction inspection or supervision. + Must have fluent verbal and written communication skills | <ul style="list-style-type: none"> + Perform site visits, as necessary, when any construction progress situation arises and the PRDOH or its authorized representative requires it, under any of the subrecipients match-eligible Projects. + Validate that the subrecipient's match request is consistent with the Project's progress through site visits, when required by the PRDOH or its authorized representative. + Prepare reports to the Project Manager, based on oversight visits of subrecipient's match-eligible Projects under the Program. + Lead, coordinate and supervise all of the Construction Oversight Assistant's tasks. |
| Insurance Consultant [Special Service] | <ul style="list-style-type: none"> + Must have a bachelor's degree or higher education. + Must have the corresponding valid state insurance license. + Must have at least three (3) years of experience in the | <ul style="list-style-type: none"> + Perform insurance coverage analysis supporting the Project evaluation process, when any insurance coverage concern arises and the PRDOH or its authorized representative requires it, under any of the subrecipients match-eligible Projects. |

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| <p>real property insurance field, including but not limited to insuring, processing, auditing, and analyzing insurance coverage.</p> <p>+ Must have fluent verbal and written communication skills</p> | <p>+ Assist the Eligibility Manager and Eligibility Analyst in validating the costs covered by any insurance policy included as part of a Project under evaluation, when the costs covered or the scope of coverage determination requires additional assistance, when required by the PRDOH or its authorized representative.</p> <p>+ Assist the Eligibility Manager or the Eligibility Analyst in any other related duties or tasks.</p> |
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PRDOH reserves the right to require any qualifications for any staff member, before authorizing usage and payment of such staff member. PRDOH reserves the right to reject any staff member presented for evaluation based on qualifications, skill sets, experience, overall staffing requirements, or by any other reason the PRDOH determines.

5. Program Management Tasks and Services

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

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

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

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

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

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

6. Tasks and Sub-tasks for FEMA Match Programs

Services included in this Scope of Services are organized in the following three (3) tasks:²

- 1) **Task 1:** Support services to PRDOH for outreach, intake, and technical assistance to applicants until the execution of a formal subrecipient agreement with PRDOH.
- 2) **Task 2:** Provide services to PRDOH to manage subrecipients with executed formal agreements evaluating Projects for eligibility and compliance with the Program Guidelines, including the evaluation of procurement documents for subrecipient's Projects.
- 3) **Task 3:** Provide services to PRDOH during construction of subrecipient's Projects from match payments through close-out.


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


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Sub-Task 1.1 Outreach & Training

Activity: PRDOH has launched the CDBG-DR Non-Federal Match Program and CDBG-MIT Global Match Program (HMGP-MIT) for FEMA Match Programs and is currently conducting outreach and registration of eligible entities. PRDOH will conduct a series of presentations and trainings, and provide technical assistance, to describe program requirements and the procedures subrecipients must follow.

Deliverable:

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

Sub-Task 1.2 Subrecipient Agreement (SRA)

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

Deliverable:

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

² The services, tasks, and sub-tasks described in the following sections entail activities related to the application phase and implementation phase of the FEMA Match Programs for which PRDOH provides a non-federal cost share match with CDBG-DR and CDBG MIT funds, through NFMP and the Global Match Strategy respectively.

Sub-Task 1.3 Subrecipient's Vendor Services Procurement Process

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

Deliverable:

- a. For each Subrecipient, provide technical assistance to the Subrecipient for the development procurement documents.
- b. Coordinate with and assist PRDOH in the review of procurement documents to validate compliance, as needed.
- c. Provide technical assistance throughout the procurement process to ensure that the process is compliant with the requirements stipulated in 2 C.F.R. § 200.318 through 200.327 as stated in the Administrative Order 21-19 and Administrative Order 22-56.
- d. Ensure that the Subrecipient includes in their procurement packages the additional HUD Civil Rights and Labor Compliance requirements (Section 3, Fair Housing, Minority & Women Owned Business Enterprises and Davis Bacon Act, among others).
- e. Review the Subrecipient's selection process and draft contract and complete the applicable review checklists in consultation with the PRDOH Grant Manager.
- f. The NFMP PM may be requested to review and prepare a Recommendation package addressed to PRDOH's CDBG-DR/MIT Procurement Division, stating the criteria followed for compliance evaluation, for each of the match payment requests.
- g. Review the draft contract and the cost reasonableness submitted by Subrecipient.
- h. Perform any other related tasks as required by the PRDOH or its Authorized Representative, under any of the match approaches applied.



Sub-Task 2.1 Project Prioritization and Assignment

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

Deliverable:

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

Sub-Task 2.2 Project Pre-evaluation

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

Deliverable:

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

Sub-Task 2.3 Environmental Review and Clearance

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

Deliverable:

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

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

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

Deliverable:

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

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

Sub-Task 2.5 Cost Documentation Review

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

Deliverable:

- a) Review and validate that supporting documentation for selected costs are CDBG-DR/MIT eligible and sufficient to justify match payment.
 - b) Ensure all evaluated supporting documentation and correspondence associated with review and recommendation for match payment is recorded within the PRDOH's System of Record.
 - c) Any other related tasks as required by the PRDOH or its Authorized Representative, under any of the match approaches applied.
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Sub-Task 2.6 Procurement Documentation Review

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

Deliverable:

- a) For each Project, compile and document in the PRDOH's System of Record all procurement documentation necessary to ensure compliance.
- b) Compile and document in the PRDOH's System of Record compliance with the appropriate Procurement, Financial Management, Labor Compliance, and Section 3 documentation.
- c) Perform reviews of each Subrecipient's procurement policy for consistency and compliance with PRDOH Procurement Manual. As needed, review amendments to the Subrecipient's procurement policies, as they occur.
- d) For each procurement, perform reviews of the available documentation for consistency and compliance with the applicable provisions of the PRDOH Procurement Manual and with 2 C.F.R. § 200.318 through 200.327 as stated in the Administrative Orders 21-19 and 22-56.
- e) Any other related tasks as required by the PRDOH or its Authorized Representative, under any of the match approaches applied.


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Sub-Task 2.7 Labor Compliance Review

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

Deliverable:

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

Sub-Task 2.8 Duplication of Benefits (DOB) Review

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

Deliverable:

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

Sub-Task 2.9 Review Completion and Recommendation Determination

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

Deliverable:

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



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Sub-Task 2.10 Match Payment

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

Deliverable:

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

Sub-Task 3.1 SRA and Project Closeout

Activity: Manage closeout process for Projects and subrecipients.

Deliverable:

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

Sub-Task 3.2 Reporting

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

Deliverable:

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

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

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

7. Supplementary Services

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



7.1. Program Oversight Performance Services

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

- 7.1.1. Coordinate and schedule periodic oversight visits to subrecipients/Projects to review Contractor and Subrecipient Project files for compliance and provide technical assistance, as necessary.
- 7.1.2. Include oversight activities and concerns within the required reports, including information regarding all subrecipients/subrecipient Projects and contractors performing Program activities.
- 7.1.3. Ensure that activities approved for match were conducted in accordance with the requirements and the primary objectives of the approved FEMA application, Subrecipient Agreement, Program requirements, and all applicable Puerto Rico's laws, CDBG-DR/MIT regulations, and PRDOH policies.



7.2. Invoice Management and Review Services

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

- 7.2.1. Collect all appropriate information and record documents, through the PRDOH's System of Records, to meet policies and standards set forth by the PRDOH's CDBG-DR/MIT programs.
- 7.2.2. Provide assurance that all appropriate bonding and insurance requirements were in place.
- 7.2.3. Coordinate with the Grant Manager's Labor Compliance Team to collect and record documentation to support Davis-Bacon Act requirements, when applicable.
- 7.2.4. Provide Labor Compliance review and evaluation in an as-needed basis.
- 7.2.5. Review and provide recommendation for approval of match payments.
- 7.2.6. Track Subrecipient's expenditures of FEMA funds.

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

7.3. Operational Services

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

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

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


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7.4. Program Management:

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

7.4.1. Provide management services to support the implementation of efficient and cost-effective practices for the Program.

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

7.4.3. Establish preliminary Program budgets and projections.

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

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

7.4.6. Coordinate meetings, conference calls or any other activity required by PRDOH's staff or representative to manage the Program.

7.4.7. Participate in required training sessions provided by PRDOH's staff or representative or provided by a regulatory agency.

7.4.8. Implement a communications plan to support the individual Project efforts.

7.4.9. Provide Environmental consulting services, when required, based on the Project's nature and Subrecipient conditions. These services are to be authorized by the PRDOH's or its representative prior commencing.

7.4.10. Provide Construction oversight services, when required, based on the Project's nature and Subrecipient conditions. Periodic site visits may be required as part of the match payment evaluation process. These services are to be authorized by the PRDOH's or its representative prior commencing.

7.4.11. Provide to PRDOH's staff or representatives all necessary reports to inform on progress of Projects.

7.4.12. Utilize PRDOH's system of record platform to maintain monthly informative updates and ensure that all Subrecipients provide those reports on time, as required. PRDOH will provide access to the system.


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- 7.4.13. Provide immediate notification to PRDOH staff or representatives about any situation that may affect the accomplishment of Program tasks.
- 7.4.14. Construction, Project, Program Management Tracking and Reporting and other agreed upon reports to the agency, including: a) Labor Compliance Reports and b) Risk Management Reports.
- 7.4.15. Coordinate and support efforts of compliance with environmental, construction, financial, and HUD regulations.
- 7.4.16. Establish Project performance benchmarks and updated budget comparisons to measure progress and compliance with critical objectives in mind. Critical stages shall be identified, and a milestone checkpoint established to ensure follow-up.
- 7.4.17. Adopt portfolio management processes and tools for organizing and managing programs, funds, and Project files.
- 7.4.18. Track and control Project schedules.
- 7.4.19. Establish program timelines, goals, metrics, and deliverables of services in accordance with Project funding allocations and production goals specified by PRDOH.
- 7.4.20. Ensure that all acquisition, demolition, and clearance activities are carried-out in accordance with Uniform Relocation Act (URA), FEMA requirements, and procedures established by the PRDOH.
- 7.4.21. Prepare documentation requested by PRDOH appeals board as it may apply. Comply with any requests from the PRDOH appeals board.
- 7.4.22. Any other supporting functions or task necessary for proper Program management.
- 7.4.23. Manage effectively any situation that may delay any required delivery and, if deemed necessary, establish a timeline recovery plan to mitigate delays and ensure that final delivery dates are unchanged.

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7.5. Subrecipient Management:

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

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

7.6. Policy and Regulatory Consulting:

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

- 7.6.1. Prepare a monthly report providing all required information regarding all subrecipients/subrecipient Projects and contractors performing Program activities.
- 7.6.2. Utilize PRDOH's system of record to follow-up progress on monitoring results and feedback.
- 7.6.3. Provide as-needed expert advisory services and analysis regarding the applicability of federal regulations for funded activities.
- 7.6.4. Identify and advise PRDOH on any potential program and Project compliance risks and issues and develop mitigation strategies.
- 7.6.5. Work with PRDOH to prepare written reports and analysis and contribute to the preparation of a broad range of policy documents, Action Plan, and other materials regarding the assessment and implementation of the program and its Projects.
- 7.6.6. Provide strategy support to help PRDOH achieve National Objectives and meet eligibility requirements.
- 7.6.7. Provide support to help PRDOH comply with CDBG-DR & CDBG-MIT grant closeout requirements including the development of auditable files.
- 7.6.8. Support PRDOH staff in developing and implementing program and PRDOH developed close out processes.
- 7.6.9. Provide workload and production projections and other agreed upon reports to the agency.
- 7.6.10. Enable and support the delivery of complete and auditable system of record upon which PRDOH can rely to retain, update and extract data.
- 7.6.11. Make provisions for the delivery of all requisite reports.
- 7.6.12. Make provisions for various white papers, explanations and professional opinions on an as-needed basis.


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7.7. Document Control and Management:

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

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

7.8. Accounting and Reporting:

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

- 7.8.1. Manage program compliance requirements to include programmatic and financial reporting to the PRDOH to use for federal, state, and local government audits. This includes providing:

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


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7.9. Special Services (as-needed services, with prior PRDOH authorization):

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

- 7.9.1. The scope of services for program management does not include a full National Environmental Policy Act (NEPA) review, as the existing environmental review for each FEMA Project will be adopted. Services from an environmental specialist may be required, based on the Project's nature or Subrecipient conditions.
- 7.9.2. Considering that part of the Projects subject to cost share implications have not started, and that it is reasonable to conclude that many of them will include repairs or construction works, a construction consultant may be necessary to support some Project development activities. A construction oversight expert should be readily available to assist in any field-related issues that may affect a Project's eligibility.
- 7.9.3. During the Project evaluation, considerations regarding insurance covered costs are important due to DOB determinations. In some cases, insurance coverage terms and conditions may not be clearly defined in the documentation provided for each Project. This situation may require an

insurance expert to evaluate documentation and provide a final determination in terms of insurance coverage and the corresponding costs involved.

END OF SCOPE OF SERVICES


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ATTACHMENT D

COMPENSATION SCHEDULE

NON-FEDERAL MATCH PROGRAM

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

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On their BAFO, the Program Manager presented the hourly rates of their Key Staff and Hourly Staff to address the Scope of Services included in this contract as a single contractor, in consideration of the number of Subrecipients and Projects provided by the PRDOH. Hourly rates presented by Proposers included labor hourly costs and fringe benefits under a unit cost¹, illustrating the overhead² and profit percentages as separate line items. Hourly rates considered in this document and applied to Maximum Costs include overhead and profit.

To award this contract the PRDOH has determined to select two (2) Program Managers and to equally divide the budget for the identified services³. The PRDOH has adjusted the Maximum Costs for each Sub-task required in the Scope of Services. The Maximum Costs included in the following tables considers the number of services that will be required as determined by the PRDOH.

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

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

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

I. Key Staff:

Table 1 shows the Key Staff positions, Hourly Cost rates for each Key Staff Position, the quantity of resources per position, the Maximum Monthly Cost for each position, the total Maximum Monthly Cost and the Key Staff Total Cost for the contract term of twenty-four (24) months.

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

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

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

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

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

Table 1: Key Staff Cost

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

Maximum Monthly Cost: \$75,281.70

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

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

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

II. Project Staff:

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

Table 2: Staff Cost

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

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

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

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

Table 3: Cost Cap for Task 1– Subrecipient Management Tasks (FEMA Match Programs)

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

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

Table 4: Cost Cap for Subtask 3.1 – SRA and Project Closeout (FEMA Match Programs)

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

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

Table 5: Cost Cap for Subtask 3.2 – Reporting (FEMA Match Programs)

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

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

Table 6: Cost Cap for Task 2 – Small Project Evaluation (FEMA Match Programs)

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

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

Table 7: Cost Cap for Task 2 – Project Evaluation (FEMA Match Programs)

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

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

III. Special Services Allowance

Table 9 presents the Special Services Position Hourly Cost Rate.

Table 9: Special Services Hourly Cost Rates

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

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

compensate for Special Services tasks and hours incurred for works not previously approved.

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

IV. Management Task Allowance

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

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

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

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


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V. Total Contract Cost

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

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⁶ Per Exhibit O – Cost Form, note 8, included as part of the Request for Proposal: Services contracted through this RFP will be available in a tiered manner, as per the funding allocation from HUD. Additional services may be contracted or added through amendments, as funds become available.



ATTACHMENT E

PERFORMANCE REQUIREMENTS

NON-FEDERAL MATCH PROGRAM

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

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

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



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


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| <p>2.8 Duplication of Benefits (DOB) Review</p> | <p>PRDOH will compare the total available assistance and compare it to the Applicant's unmet need to determine whether or not a duplication of benefit exists.</p> | <p>Completion of this task shall be reported daily, or as required by the PRDOH.</p> | <p>For each project assigned and following the established procedures, an analysis and calculation of the benefits provided to the Subrecipient shall be completed, all which must be recorded in the system of record and reported to the PRDOH, as required.</p> |
| <p>2.9 Review Completion and Recommendation Determination</p> | <p>Subsequent to completion of the compliance review process, the Program Manager shall make the appropriate recommendation to PRDOH regarding match payment and provide the Subrecipient the applicable feedback.</p> | <p>Deliverable resulting from this subtask shall be completed and recorded as required and established in writing by the PRDOH. Completion of this task shall be reported weekly, or as required by the PRDOH.</p> | <p>For each project assigned and reviewed, a Review and Recommendation report must be generated, and the results of the review must be recorded in the system of record and reported to PRDOH, as required.</p> |
| <p>2.10 Match Payment</p> | <p>Upon compliance review approval by the PRDOH, match payment draw requests will be processed collaboratively with PRDOH and the Grant Manager.</p> | <p>Deliverable resulting from this subtask shall be completed and recorded no later than five (5) calendar days after each Recommendation report has been completed, or as required by the PRDOH. Completion of this task shall be reported monthly, or as required by the PRDOH.</p> | <p>For each subrecipient with reviewed projects, an invoice package shall be generated and submitted by the subrecipient, as per PRDOH requirements.</p> |
| <p>All Project review tasks 2.1 to 2.10 shall be completed (start to finish) within 10 calendar days. Task completion timeframe expectations will fluctuate in cases were pending supporting documentation required for compliance is requested in writing to the Subrecipient. The PM is responsible for informing PRDOH of such delays to avoid applicable penalties.</p> | | | |
| <p>3.1 SRA and Project Closeout</p> | <p>Manage closeout process for projects and subrecipients.</p> | <p>Deliverable resulting from this subtask shall be completed and recorded as established by PRDOH in the corresponding</p> | <p>For each subrecipient, a closeout package in the form and contents established by PRDOH must be generated, recorded in the system of record and reported</p> |

| | | | |
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| | | procedure or guideline. | to PRDOH, as required. |
| 3.2 Reporting | Periodic reporting is required to update the Program's implementation and development status. | Deliverable resulting from this subtask shall be completed in daily, weekly or monthly basis, as required by the PRDOH. | The corresponding report must be submitted in the established or required format, as per PRDOH parameters. |

The Program Manager shall develop workplans, schedules, reports and/or any other document as may be requested by PRDOH or Representative in connection to the above timelines and performance goals. The Program Manager shall submit any of such documents for review and approval as requested by the PRDOH within the specified time frame provided for such request. PRDOH reserve the rights to request any information to the Subrecipient as part of the Grantee responsibilities.



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2022-DR0208A Tidal

Final Audit Report

2022-11-03

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