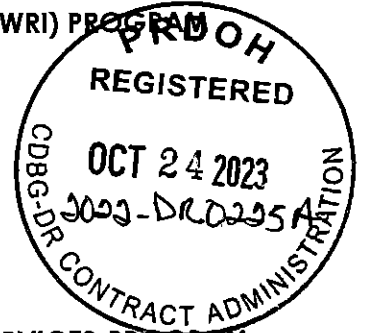




COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)

AMENDMENT A TO THE AGREEMENT FOR  
PROGRAM MANAGEMENT SERVICES  
THE COMMUNITY ENERGY AND WATER RESILIENCE INSTALLATION (CEWRI) PROGRAM

BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND  
TIDAL BASIN CARIBE, LLC  
Contract No. 2022-DR0225  
Amendment A Contract No. 2022-DR0225A



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This **AMENDMENT A TO AGREEMENT FOR PROGRAM MANAGEMENT SERVICES PROGRAM MANAGEMENT SERVICES FOR THE COMMUNITY ENERGY AND WATER RESILIENCE INSTALLATION (CEWRI) PROGRAM (Amendment A or Amendment)** is entered into in San Juan, Puerto Rico, this 24 of October, 2023, by and between the **PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)**, a public agency created under Act No. 97 of June 10, 1972, as amended, 3 LPRA § 441, et seq., known as the "Organic Act of Department of Housing" with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of Guaynabo, Puerto Rico, in his capacity as Secretary; and **TIDAL BASIN CARIBE, LLC (CONTRACTOR)**, with principal offices in 126 Business Park Drive, Utica, New York, herein represented by Esrone McDaniels, in his capacity as Vice President, 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 29, 2021, the PRDOH and the CONTRACTOR entered into an Agreement for Program Management Services for the Community Energy and Water Resilience Installation Program (**CEWRI Program**), registered under Contract No. 2022-DR0225, for a maximum amount not to exceed **SIXTEEN MILLION THREE HUNDRED TWENTY-FOUR THOUSAND THIRTY-NINE DOLLARS AND FIFTY-FOUR CENTS (\$16,324,039.54)**, from **Account Numbers: r02h14her-doh-lm 6090-60-000 and r02h14her-doh-un 6090-60-000**, ending on November 28, 2024 (**Agreement or Contract**).

**WHEREAS**, as per Article XLIII 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, the PRDOH and the CONTRACTOR agree as follows:

**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 Articles III and IV of this Amendment A. All other provisions of the original

Agreement, including its exhibits, shall continue to be in full force and effect.

### III. SCOPE OF AMENDMENT

The CEWRI Program has contracted the installation of 8,500 systems with 10 acquisition and installer companies, which translates into the provision of said systems to 8,500 households. The CONTRACTOR is tasked with providing services for 5,000 cases including application and pre-installation assessment (Task 1); work review and program award coordination (Task 2); and final inspection, payment request and closeout (Task 3). The CEWRI Program recommends increasing the number of cases assigned to the CONTRACTOR by 1,000 cases for each task (1,2,3) to ensure case creation continuity once the case is referred from the Home Repair, Reconstruction, or Relocation Program. Currently, there's an issue with the task cap due to the volume of intake received by the CONTRACTOR. There is no cost variance for these proposed extra cases as they conserve the same Fully Loaded Unit Costs as those assigned under the Agreement. Accordingly, the Agreement will be amended as follows:

- + Increase 1,000 units of resources to complete Task 1: Complete Applications and Pre-Installation Assessment Review at a cost of \$ 552,890.00 for a total of 6,000 units increasing the total estimated cost to \$3,317,347.00.
- + Increase 1,000 units of resources to complete Task 2 Scope of Work Review and Program Award Coordination at a cost of \$761,830.00 for a total of 6,000 units increasing the total estimated cost to \$4,571,003.20.
- + Increase 1,000 units of resources to complete Task 3: Final Inspection, Payment Requests & Closeouts at a cost of \$959,400.00 for a total of 6,000 units increasing the total estimated cost to \$5,756,420.10.
- + The aforementioned costs per Tasks are affected by a reduction due to the Rounding Remainder of \$0.30, making the total budget increase for Amendment A \$2,274,119.70.

Therefore, the intent of Amendment A is to increase the budget by **two million two hundred seventy-four thousand one hundred nineteen dollars and seventy cents (\$2,274,119.70)**, for a contract budget of eighteen million five hundred ninety-eight thousand one hundred fifty-nine dollars and twenty-four cents (**\$18,598,159.24**). The allocation of funds will be distributed as follows:

- + Key Staff: \$4,078,389.24
- + Program Management Tasks: \$13,644,770.00
- + Allowance: \$875,000.00

As a result, **Attachment D** (Compensation Schedule) will be updated. The Amendment A shall not alter the term of the contract. Finally, **Attachment H** (Contractor Certification) is being replaced with a modified version and **Attachment I** (Non-Conflict of Interest Certification) will be incorporated into the Agreement.

### IV. AMENDMENTS

A. The Parties agree to replace **Article I. TYPE OF CONTRACT** as follows:

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

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

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

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

- B. The Parties agree to replace **Article IV. COMPENSATION AND PAYMENT, Paragraph B** as follows:

**B. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed EIGHTEEN MILLION FIVE HUNDRED NINETY-EIGHT THOUSAND ONE HUNDRED FIFTY-NINE DOLLARS AND TWENTY-FOUR CENTS (\$18,598,159.24); Account Numbers: r02h14her-doh-lm 6090-60-000 and r02h14her-doh-un 6090-60-000.**

- C. The Parties agree to amend **Article XXII. SUBCONTRACTS** as follows:

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

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

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

**C. Monitoring:** CONTRACTOR shall diligently monitor all subcontracted services. If CONTRACTOR discovers any areas of noncompliance,

  
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CONTRACTOR shall provide the PRDOH summarized written reports supported with documented evidence of corrective action.

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

**E. Notification:** Within **three (3) business days** of its execution, the CONTRACTOR shall notify the Contract Administration Area of the PRDOH CDBG-DR Legal Division and provide a copy of all subcontracts related to this Agreement and CDBG-DR funds, as well as any other subcontracts listed in **Attachment H** (Contractor Certification Requirement). The CONTRACTOR is in charge of obtaining all certifications from the subcontractors listed in Article XXIII of this Agreement that are required for technical, professional, or consulting services, as well as submitting them with the copy of the subcontract and adhering to all other requirements set forth in Circular Letter 1300-16-16 from the Puerto Rico Department of Treasury. Technical, professional, or consulting services that are employed to carry out the terms of this Agreement are referred to as subcontractors for the purposes of this article if they spend at least 25% of their time on it.

- D. The Parties agree to amend **Article XXIII. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS** to include a new Paragraph:

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

- E. The Parties agree to amend **Article XXVIII. MEMORANDUM NO. 2021-029; CIRCULAR LETTER NO. 013-2021 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO)** as follows:

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

- A. The PRDOH certifies that the CONTRACTOR was selected as the provider of the services described in this Agreement, pursuant to Executive Order No. 2021-029.
- B. The Parties certify that they acknowledge the provisions stated in Executive Order No. 2021-029 and CC 013-2021. Any failure to comply with the requirements set forth in Executive Order No. 2021-029 and CC 013-2021 will result in the termination of this Agreement.
- C. The CONTRACTOR certifies that it has informed PRDOH of any current contractual relationship with any government entities of the Government of Puerto Rico. Accordingly, the CONTRACTOR certifies, as of the date hereof, that it does not have a contractual relationship with any entity of the Government of Puerto Rico, other than the PRDOH. The CONTRACTOR also certifies that said entities are all the entities of the Government of Puerto Rico with which they maintain a contractual relationship. In addition, the CONTRACTOR recognizes and accepts that omitting any information

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*regarding any current contractual relationship with any governmental entity could result in the termination of this agreement if so, required by PRDOH.*

- D. The CONTRACTOR certifies that it has informed the PRDOH whether or not the entity is a public corporation whose shares are exchanged in a stock exchange properly regulated. In the event that the CONTRACTOR certifies that it is not a public corporation that exchanges shares in a stock change, the CONTRACTOR certifies it has completed the applicable certification as stated in CC-013-2021.

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G. A revised **Attachment D** (Compensation Schedule) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment D** (Compensation Schedule). **Attachment D** (Compensation Schedule) will be amended to reflect an increase in units and budget. (**Attachment I** of this Amendment A).

H. A revised **Attachment H** (Contractor Certification) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment H** (Contractor Certification). (**Attachment II** of this Amendment A).

I. **Attachment I** (Non-Conflict of Interest Certification) is being added to the Agreement, hereto incorporated by reference into the Agreement. (**Attachment III** of this Agreement A).

#### V. HEADINGS

The titles to 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 administration 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 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 hereto. 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 by Act No. 127 of May 31, 2004.

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

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

may not be performed by existing staff at the applicable governmental entity, including as a result of independence requirements.

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

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

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

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

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

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

**PUERTO RICO DEPARTMENT OF  
HOUSING**

**TIDAL BASIN CARIBE, LLC**

William O. Rodríguez Rodríguez

William O. Rodríguez Rodríguez (Oct 24, 2023 16:06 EDT)

William O. Rodríguez Rodríguez, Esq.  
Secretary

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Esrone McDaniels  
Vice President



## ATTACHMENT D

### COMPENSATION SCHEDULE (Revised for Amendment A)

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

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#### TIDAL BASIN CARIBE, LLC

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

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

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

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

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

## I. Key Staff:

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

**Table 1- Key Staff**

Key Staff Position	FTE	Hours Per Month	Fully Loaded Rate <sup>1</sup>	Total Per Month
Program Manager	1	180	\$189.33	\$34,079.40
Operations Manager	1	180	\$160.21	\$28,837.80
Complaints Officer	1	180	\$72.82	\$13,107.60
Safety Officer	1	180	\$123.80	\$22,284.00
Environmental Specialist	1	180	\$83.22	\$14,979.60
<b>Maximum Per Month</b>				<b>\$113,288.40</b>
<b>Sub-Total Cost for 36 months</b>				<b>\$4,078,382.40</b>
<b>Rounding Remainder<sup>2</sup></b>				<b>\$6.84</b>
<b>Total for 36 months</b>				<b>\$4,078,389.24</b>

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

<sup>1</sup> The Contractor was required by the RFP to provide its pricing using Labor Hourly Rates for each Key Staff Position. These Labor Hourly Rates did not include Overhead and Profit. Overhead and Profit were provided by the Contractor as percentages which were then multiplied by the resulting monthly cost of the Key Staff positions to determine the Key Staff Maximum Monthly Total. The Key Staff Maximum Monthly total was then multiplied by 36 months to arrive at the Key Staff Maximum Cost for three (3) Years (36 months). The Fully Loaded Rate used in **Table 1** is the resulting rate of applying the Contractor's Overhead and Profit Percentages to each Key Staff Position, not just the total resulting amount per month. As an example, the calculation for the Complaints Officer position is as follows:  $\$44.24 + \$44.24 \times 56.6\% + \$44.24 \times 8.0\% = \$72.82$  per hour. Due to inherent rounding issues in the calculation (i.e. calculations being exact but currency values only allowing for two (2) significant figures), there may be slight discrepancies between the rates shown in **Table 1** and a manual calculation of the Fully Loaded Rates. These are negligible and only result in a \$6.84 or 0.00017% difference between the resulting Total Cost for 36 Months in **Table 1** and the Key Staff Maximum Cost for three (3) years in the Contractor's BAFO.

<sup>2</sup> Represents the difference between the Sub-Total for 36 months in **Table 1** and the Key Staff Maximum Cost for three (3) years in the Contractor's BAFO due to the rounding issues depicted in Note 1. This amount, through a contract amendment or budget

redistribution could be re-allocated, if needed, for services performed by the Contractor under the Scope of Work.

## II. Tasks Unit Costs

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

**Table 2- Cost Cap for Tasks 1 and 3 – Program Management Tasks**

Task	Quantity	Fully Loaded Unit Cost <sup>3</sup>	Total Cost
<b>Task 1:</b> Complete Applications and Pre-Installation Assessment Review	5,000	\$552.89	\$2,764,457.00
<b>Task 2:</b> Scope of Work Review and Program Award Coordination	5,000	\$761.83	\$3,809,173.20
<b>Task 3:</b> Final Inspection, Payment Requests & Closeout	5,000	\$959.40	\$4,797,020.10
<b>Sub-Total</b>			<b>\$11,370,650.00</b>
<b>Rounding Remainder<sup>4</sup></b>			<b>\$0.30</b>
<b>Total for 36 months</b>			<b>\$11,370,650.30</b>

**Table 2B** presents Task Unit Costs added as per Amendment A.

**Table 2B: Cost Cap for Tasks 1 and 3 – Program Management Tasks**

Task	Quantity	Fully Loaded Unit Cost <sup>3</sup>	Total Cost
<b>Task 1:</b> Complete Applications and Pre-Installation Assessment Review	1,000	\$552.89	\$552,890.00
<b>Task 2:</b> Scope of Work Review and Program Award Coordination	1,000	\$761.83	\$761,830.00
<b>Task 3:</b> Final Inspection, Payment Requests & Closeout	1,000	\$959.40	\$959,400.00
<b>Sub-Total</b>			<b>\$2,274,120.00</b>
<b>Rounding Remainder<sup>4</sup></b>			<b>(\$0.30)</b>
<b>Total</b>			<b>\$2,274,119.70</b>

<sup>3</sup> The Contractor was required by the RFP to provide its pricing using a Base Unit Cost Overhead and Profit. Overhead and Profit were provided by the Contractor as percentages which were then multiplied by the resulting Sub-Total Cost of combining the quantities and Unit Cost of each task. The Fully Loaded Unit Cost used in **Table 2** is the resulting Unit Cost of applying the Contractor's Overhead and Profit Percentage to each Task, not just the total resulting amount of all tasks and their quantities. As an example, the calculation for Task 1 is as follows:  $\$335.90 + \$335.90 \times 56.6\% + \$335.90 \times 8.0\% = \$552.89$  per Task. Due to inherent rounding issues in the calculation (i.e. calculations being exact but currency values only allowing for two (2) significant figures), there may be slight discrepancies between the rates shown in **Table 2** and a manual calculation of the Fully Loaded Unit Costs. These are negligible and only result in a \$0.30 or 0.0000026% difference between the resulting Sub-Total in **Table 2** and the Total Cost in the Contractor's BAFO.

<sup>4</sup> Represents the difference between the Sub-Total in **Table 2** and the Total Cost in the Contractor's BAFO due to the rounding issues depicted in Note 3. The amount, through a contract amendment or budget redistribution could be re-allocated, if needed, for services performed by the Contractor under the Scope of Work.

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**Table 2C** presents the Proposed Task Unit Costs as per Amendment A (Totals from Table A + Table B)

**Table 2C: Cost Cap for Tasks 1 and 3 – Program Management Tasks**

Task	Quantity	Fully Loaded Unit Cost	Total Cost
<b>Task 1:</b> Complete Applications and Pre-Installation Assessment Review	6,000	\$552.89	\$3,317,347.00
<b>Task2:</b> Scope of Work Review and Program Award Coordination	6,000	\$761.83	\$4,571,003.20
<b>Task 3:</b> Final Inspection, Payment Requests & Closeout	6,000	\$959.40	\$5,756,420.10
<b>Sub-Total</b>			<b>\$13,644,770.30</b>
<b>Rounding Remainder<sup>4</sup></b>			<b>(\$0.30)</b>
<b>Total</b>			<b>\$13,644,770.00</b>

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**The total Subtasks services budget for Program Management Tasks [B] is \$13,644,770.00.**

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

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

### III. Additional Services Allowance

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

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

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

Access to the Allowance requires prior authorization of the PRDOH, as per the Scope of

Work of the Program Manager.

#### IV. Total Contract Cost

The Total Contract Cost Awarded is the Total Sum of amounts shown in the previous sections, which is:  $[A] + [B] + [C] = \$18,598,159.24$ .

#### V. Budgets Re-Distribution

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

**END OF COMPENSATION SCHEDULE**

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## ATTACHMENT H

### APPENDIX C

#### CONTRACTOR CERTIFICATION

#### FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO CONTRACTS REVIEW POLICY

### Tidal Basin Caribe, LLC

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

1. The expected subcontractor(s) in connection with the proposed contract<sup>1</sup> is (are) the following:

Individual/Firm	Owner/Principals	Terms/Conditions	Proposed Contract Payable
Institute For Building Technology & Safety (IBTS)	Anjuma Goswami Karkera, CEO	Technical staff to perform program management tasks and service / Residential inspections and assessments	\$1,212,604.00
Quantum Consulting Group, LLC	Daniel J. Galán Kercadó, Managing Member	Technical staff to perform program management tasks and service / Safety inspections and environmental compliance	\$1,136,269.00
SolPro P.S.C.	Miguel E. Perez Garcia, President	Technical staff to perform program management tasks and service / Residential inspections and assessments	\$2,195,728.00
SolRenew, LLC	Gabriel A. Perez Sepulveda, President	Technical staff to perform program management tasks and service / Residential inspections and assessments	\$367,116.00
The Consulting Lead, LLC	Gloria M. Fernandez Estebanez, MA, CRA, Principal	Technical staff to perform program management tasks and service / Case management and administration	\$1,199,556.00
TSG Professional Services Puerto Rico P.S.C.	Mike Sullivan, CEO	Technical staff to perform program management tasks and service / Residential inspections and assessments	\$333,000.00

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

N/A

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.

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

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

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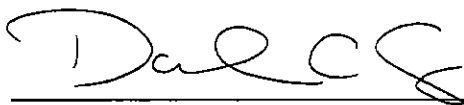
4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages,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

5. Neither the contractor, nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law.

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

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

I hereby certify under penalty of perjury that the foregoing is complete, true, and correct on this 18th day of September of 2023.



Signature

9/18/23

Date

Daniel A. Craig

Printed Name

Chief Executive Officer

Position



**ATTACHMENT I**  
**NON-CONFLICT OF INTEREST CERTIFICATION**  
**TIDAL BASIN CARIBE, LLC**

The CONTRACTOR certifies that:

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

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

Signature

Esrone McDaniels

Printed Name

September 18, 2023

Date

Chief Operating Officer

Position










# 2022-DR0025A TBC Amendment A

Final Audit Report

2023-10-24

Created:	2023-10-20
By:	Darisyalm Ramos Zayas (dramos@vivienda.pr.gov)
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-  Document created by Darisyalm Ramos Zayas (dramos@vivienda.pr.gov)  
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-  Document emailed to Esrone McDaniels (emcdaniels@tidalbasin.rphc.com) for signature  
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-  Email viewed by Esrone McDaniels (emcdaniels@tidalbasin.rphc.com)  
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-  Document e-signed by Esrone McDaniels (emcdaniels@tidalbasin.rphc.com)  
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-  Document emailed to w.rodriguez@vivienda.pr.gov for signature  
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-  Email viewed by w.rodriguez@vivienda.pr.gov  
2023-10-24 - 8:05:52 PM GMT
-  Signer w.rodriguez@vivienda.pr.gov entered name at signing as William O. Rodríguez Rodríguez  
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-  Document e-signed by William O. Rodríguez Rodríguez (w.rodriguez@vivienda.pr.gov)  
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