



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

Amendment B

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

AMENDMENT B TO THE AGREEMENT FOR
PROGRAM MANAGEMENT SERVICES
FOR 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 Contract No. 2022-DR0225B



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This **AMENDMENT B TO AGREEMENT FOR PROGRAM MANAGEMENT SERVICES (Amendment or AMENDMENT B)** is entered into in San Juan, Puerto Rico, this 7 of August, 2024, 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 Clay Montallis Greninger, in his capacity as Vice President, of legal age, married, and resident of Shell Knob, Missouri, duly authorized by Corporate Resolution, dated July 30, 2024, 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 (**CEWRI**) Program under the CDBG-DR Program, registered under Contract No. 2022-DR0225 (**Agreement or Contract**), 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.

WHEREAS, the Agreement was amended on October 24, 2023, through **Amendment A**, registered as Contract No. **2022-DR0225A**. In summary, Amendment A served the purpose of increasing the total amount by **TWO MILLION TWO HUNDRED SEVENTY-FOUR THOUSAND ONE HUNDRED NINETEEN DOLLARS AND SEVENTY CENTS (\$2,274,119.70)** for an adjusted amount of **EIGHTEEN MILLION FIVE HUNDRED NINETY-EIGHT THOUSAND ONE HUNDRED FIFTY-NINE DOLLARS AND TWENTY-FOUR CENTS (\$18,598,159.24)**. The period of performance was not modified in Amendment A.

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 B 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 B. All other provisions of the original Agreement, including its attachments, shall continue to be in full force and effect.

III. SCOPE OF AMENDMENT

PRDOH is in the process of completing contract execution for two additional Program Managers (**PM**) to offer their services to the Community Development Block Grant-Mitigation (**CDBG-MIT**), Community Energy and Water Resilience Installation - Households (**CEWRI-HH**) and CEWRI-DR programs. Given the recent launch of round 2 of the Community Energy and Water Resilience Installation - Home Energy Resilience Improvements (**CEWRI-HERI**) subprogram under CEWRI-HH, it is expected to receive 6,000 applications evaluations within the second quarter of 2024, leading to a substantial increase in the CEWRI-HERI workload. The new PM services will be initiated under the CEWRI-HH and are expected to undertake the remaining CEWRI-DR application evaluation after January 2025.

Therefore, to ensure case creation continuity once the case is referred from the Home Repair, Reconstruction or Relocation (**R3**) Program, PRDOH has identified the need to amend the contract as follows:

- Extend the term of the Agreement by twelve (**12**) months, for a total Contract term of **forty-eight (48) months**.
- Increase 1,000 units of resources for tasks 1 and 2 to ensure case creation continuity for a total of 7,000 cases.
- Attachment D Compensation Schedule is to be amended as follows:
 - Increase by twelve (**12**) months Key Staff positions, Hourly Rates for each Key Staff position, the quantity of resources per position, and the maximum Monthly Cost for each position will remain the same. The amount attributed to the rounding remainder, described in more detail proposed in the Compensation Schedule, was eliminated. The total estimated cost is increased by \$1,359,453.96 for a new total of \$5,437,843.20.
 - Increase **1,000** units of resources to complete Task 1: Complete Applications and Pre-Installation Assessment Review at a cost of \$552.89 for a total of 7,000 units increasing the total estimated cost by \$552,890.00 for a new total cost of \$3,870,230.00.
 - Increase **1,000** units of resources to complete Task 2: Scope of Work Review and Program Award Coordination at a cost of \$761.83 for a total of 7,000 units increasing the total estimated cost by \$761,830.00 for a new total cost of \$5,332,810.00.
 - Units for Task 3 will remain the same, as it is expected to be completed under the new PM services. The total cost was corrected to reflect the accurate total cost amount of \$5,756,420.00 to \$5,756,400.00 which is the result of multiplying the quantity of unit's times the established unit cost.

It is important to note that the costs per unit will remain unchanged. This amendment increases the budget by \$2,674,123.96. The new Contract budget total increases to **\$21,272,283.20** to be distributed as follows:

- Key Staff: \$5,437,843.20
- Program Management Tasks: \$14,959,440.00
- Allowance: \$875,000.00


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As a result, modifications to **Article II. TERM OF AGREEMENT**, and **Article IV. COMPENSATION AND PAYMENT** will be incorporated via this Amendment. Also, **Article XVII. FORCE MAJEURE**, **Article XXX. CDBG-DR POLICIES AND PROCEDURES** and **Article XLIX. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS**, are being amended. Lastly, **Attachment D** (Compensation Schedule), **Attachment H** (Contractor Certification), and **Attachment I** (Non-Conflict of Interest Certification) are being replaced with updated versions.

IV. AMENDMENTS

- A. The Parties agree to replace **Article II. TERM OF AGREEMENT**, paragraph A, as follows:

*A. This Agreement shall be in effect and enforceable between the parties from the date of its execution. The Term of this Agreement will be for a performance period of **forty-eight (48) months**, ending on **November 28, 2025**.*

[...]

- 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 **TWENTY-ONE MILLION TWO HUNDRED SEVENTY-TWO THOUSAND TWO HUNDRED EIGHTY-THREE DOLLARS AND TWENTY CENTS (\$21,272,283.20)**; **Account Numbers: R02H14HER-DOH-LM 6090-60-000 and R02H14HER-DOH-UN 6090-60-000.**

- C. The parties agree to amend **Article XVII. FORCE MAJEURE** as follows:

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

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


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reasonable justification, the PRDOH may terminate this Agreement immediately upon written notification to the CONTRACTOR.

- D. The parties agree to amend **Article XXX. 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, including, but not limited to, the Contract and Subrecipient Agreement Manual, OS&H Guideline, MWBE Policy, Procurement Manual for the CDBG-DR Program, URA & ADP Guidelines, Cross Cutting Guidelines, AFWAM Policy, Section 3 Policy, Personally Identifiable Information, Confidentiality, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR Website (<https://recuperacion.pr.gov/welcome/index.html>), which are herein included and made an integral part of this Agreement, as they may be updated from time to time, and reporting requirements as established by the PRDOH.

- E. The parties agree to amend **Article XLIX. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS** as follows:

A. Consolidation or Merger

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

Upon the consolidation or the merger becoming effective, and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment. Additionally, the CONTRACTOR must deliver documents requested to satisfy any reasonable requirement made by PRDOH. These requests aim to ensure the compliance with local and federal regulations, as applicable. **No amendment to the Agreement will be necessary if the Subrecipient, Contractor, or Subcontractor becomes the surviving entity following a merger.**

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

B. Change of Name

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

Upon the change of name becoming effective, and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment. Additionally, the CONTRACTOR must deliver documents requested to satisfy any reasonable requirement made by PRDOH. These requests aim to ensure the compliance with local and federal regulations, as applicable.

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

C. Dissolution

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

- F. 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 B).

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G. 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 B).

H. A revised **Attachment I** (Non-Conflict of Interest Certification) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment I** (**Attachment III** of this Amendment B).

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 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, that 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 by Act No. 127 of May 31, 2004.

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.


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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 which 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. 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.

XIV. 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.

XV. 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;


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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.


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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


William O. Rodríguez Rodríguez (Aug 7, 2024 15:28 EDT)
William O. Rodríguez Rodríguez, Esq.
Secretary


Clay Montallis Greninger (Aug 2, 2024 20:05 EDT)
Clay Montallis Greninger
Vice President



ATTACHMENT D

COMPENSATION SCHEDULE (Revised for Amendment B)

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


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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 Cost for each position, the total Maximum Monthly Cost, and the Key Staff Total Cost for term of thirty-six (36) months.

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Table 1- Key Staff

| Key Staff Position | FTE | Hours Per Month | Fully Loaded Rate ¹ | 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 |
| Maximum Per Month | | | | \$113,288.40 |
| Sub-Total Cost for 36 months | | | | \$4,078,382.40 |
| Rounding Remainder² | | | | \$6.84 |
| Total for 36 months | | | | \$4,078,389.24 |

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

² Represents the difference between the Sub-Total for 36 months in **Table 1** and the Key Staff Maximum Cost for three (3) years in the Contractor's BAFO 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.

Table 1B presents the Key Staff positions, Hourly Cost rates for each Key Staff Position, the quantity of resources per position, the Maximum Monthly Cost for each position the total Maximum Monthly Cost, and the Key Staff Total Cost added for a term of twelve (12) months as per Amendment B.

Table 1B- Key Staff

| Key Staff Position | FTE | Hours Per Month | Fully Loaded Rate ³ | 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 |
| Maximum Per Month | | | | \$113,288.40 |
| Sub-Total Cost for 12 months | | | | \$1,359,460.80 |
| Rounding Remainder⁴ | | | | (\$6.84) |
| Total for 12 months | | | | \$1,359,453.96 |

Table 1C presents the proposed 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 as per Amendment B (Totals from Table 1 + Table 1B).

³ The Contractor was required by the RFP to provide its pricing using Labor Hourly Rates for each Key Staff Position. These Labor Hourly Rates did not include Overhead and Profit. Overhead and Profit were provided by the Contractor as percentages which were then multiplied by the resulting monthly cost of the Key Staff positions to determine the Key Staff Maximum Monthly Total. The Key Staff Maximum Monthly total was then multiplied by 36 months to arrive at the Key Staff Maximum Cost for three (3) Years (36 months). The Fully Loaded Rate used in **Table 1** is the resulting rate of applying the Contractor's Overhead and Profit Percentages to each Key Staff Position, not just the total resulting amount per month. As an example, the calculation for the Complaints Officer position is as follows: \$44.24 + \$44.24x56.6% + \$44.24x8.0% = \$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.

⁴ 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.

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Table 1C- Key Staff

| Key Staff Position | FTE | Hours Per Month | Fully Loaded Rate | 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 |
| Maximum Per Month | | | | \$113,288.40 |
| Sub-Total Cost for 48 months | | | | \$5,437,843.20 |
| Total for 48 months | | | | \$5,437,843.20 |

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Total Budget for Key Staff, for a period of 48 months, is [A] is \$5,437,843.20.

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II. Tasks Unit Costs

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

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

| Task | Quantity | Fully Loaded Unit Cost ⁵ | Total Cost |
|---|----------|-------------------------------------|-----------------|
| Task 1: Complete Applications and Pre-Installation Assessment Review | 6,000 | \$552.89 | \$3,317,347.00 |
| Task 2: Scope of Work Review and Program Award Coordination | 6,000 | \$761.83 | \$4,571,003.20 |
| Task 3: Final Inspection, Payment Requests & Closeout | 6,000 | \$959.40 | \$5,756,420.00 |
| Sub-Total | | | \$13,644,770.30 |
| Rounding Remainder ⁶ | | | (\$0.30) |
| Total for 36 months | | | \$13,644,770.00 |

⁵ 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.

⁶ 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.

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

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

| Task | Quantity | Fully Loaded Unit Cost | Total Cost |
|---|----------|------------------------|-----------------------|
| Task 1: Complete Applications and Pre-Installation Assessment Review | 1,000 | \$552.89 | \$552,890.00 |
| Task 2: Scope of Work Review and Program Award Coordination | 1,000 | \$761.83 | \$761,830.00 |
| Task 3: Final Inspection, Payment Requests & Closeout | 0 | \$959.40 | \$0 |
| Sub-Total | | | \$1,314,720.00 |
| Total | | | \$1,314,720.00 |

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

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

| Task | Quantity | Fully Loaded Unit Cost ⁷ | Total Cost |
|---|----------|-------------------------------------|------------------------|
| Task 1: Complete Applications and Pre-Installation Assessment Review | 7,000 | \$552.89 | \$3,870,230.00 |
| Task 2: Scope of Work Review and Program Award Coordination | 7,000 | \$761.83 | \$5,332,810.00 |
| Task 3: Final Inspection, Payment Requests & Closeout | 6,000 | \$959.40 | \$5,756,400.00 |
| Sub-Total | | | \$14,959,440.00 |
| Total for 48 months | | | \$14,959,440.00 |

The total Subtasks services budget for Program Management Tasks [B] is \$14,959,440.00.

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.

⁷ 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.

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

III. Additional Services Allowance

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

When specialized services are required, the Proposer must develop the Scope of Work/Services needed and request at least three (3) economic proposals to qualified 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] = \$21,272,283.20.

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. A re-distribution of funds, as described here, shall be considered binding and will not require an amendment to this contract.

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 contract¹ 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 | \$1,466,804.00 |
| Quantum Consulting Group, LLC | Daniel J. Galán Kercadó, Managing Member | Technical staff to perform program management tasks and service / Safety inspections and environmental compliance | \$1,376,920.45 |
| SolPro P.S.C. | Miguel E. Perez García, President | Technical staff to perform program management tasks and service / Residential inspections and assessments | \$3,311,960.50 |
| 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 | \$1,314,602.80 |
| 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 owners², partners, directors, officials, or employees, has agreed to share or give a percentage of the contractor's compensation under the contract to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract, except as follows:

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.

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

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.

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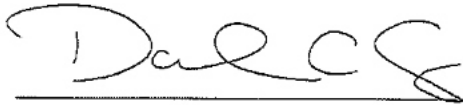
4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, 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 **1st** day of **May** of **2024**.



Signature

Daniel Craig

Printed Name

May 1, 2024

Date

Chief Executive Officer

Position



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

The CONTRACTOR certifies that:

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

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."

Maria E Suppa

Signature

7/12/24

Date

Maria E Suppa

Printed Name

Chief Compliance officer

Position