



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

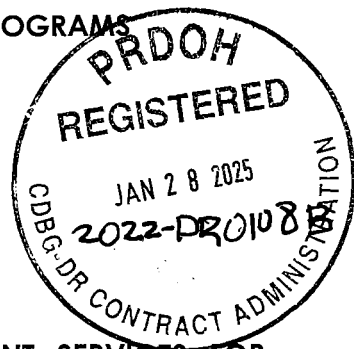
AMENDMENT A TO THE AGREEMENT FOR  
PROGRAM MANAGEMENT SERVICES FOR INFRASTRUCTURE PROGRAMS

BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND

ICF INCORPORATED, L.L.C.

Contract No. 2022-DR0108

Amendment Contract No. 2022-DR0108B



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This **AMENDMENT B TO AGREEMENT FOR PROGRAM MANAGEMENT SERVICES FOR INFRASTRUCTURE PROGRAMS (Amendment or AMENDMENT B)** is entered into in San Juan, Puerto Rico, this 24 of January, 2025, 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 Hon. Ciary Y. Pérez Peña, single, of legal age, and resident of Las Piedras, Puerto Rico, in his capacity as Secretary; and **ICF INCORPORATED, L.L.C. (CONTRACTOR)**, with principal offices in 9300 Lee Highway Fairfax, VA 22031, herein represented by Dorothy Shields, in her capacity as Senior Director Contracts, of legal age, single, and resident of Fairfax, VA duly authorized by Corporate Resolution dated February 12, 2024, by the CONTRACTOR.

I. RECITALS AND GENERAL AWARD INFORMATION

**WHEREAS**, on August 13, 2021, the PRDOH and the CONTRACTOR entered into an Agreement for Program Management Services for Infrastructure Programs under the CBDG-DR Program, registered under Contract No. 2022-DR0108, for a maximum amount not to exceed **TWENTY TWO MILLION ONE HUNDRED THIRTY FIVE THOUSAND TWO HUNDRED TWENTY DOLLARS AND NINETY-TWO CENTS (\$22,135,220.92)**; from **Account Numbers: R02M27CR-DOH-LM 6090-01-000 and R02M27CR-DOH-UN 6090-01-000**, ending on August 13, 2024 (**Agreement or Contract**).

**WHEREAS**, on July 24, 2024, the PRDOH and the CONTRACTOR entered into an Agreement for Program Management Services for Infrastructure Programs under the CBDG-DR Program, registered under Contract No. 2022-DR0108A, to extend the performance term for **twelve (12) additional months**, for a total Contract Term of forty-eight (48) months, ending on **August 13, 2025**. Modifications of **Article II. TERM OF AGREEMENT, Article XVII. FORCE MAJEURE, Article XXII. SUBCONTRACTS, Article XXIII. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS, Article XXVI. MEMORANDUM NO. 2021-029; CIRCULAR LETTER NO. 013-2021 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO), Article XXIX. CDBG-DR POLICIES AND PROCEDURES, Article XLVIII. CONSOLIDATION, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS**, were included. Also, **Article LVI. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION**, was added to the Agreement. Furthermore, updated versions of **Attachment C (Compensation Schedule), Attachment F (HUD General Provisions), and Attachment G (Contractor Certification Requirement)** were incorporated by reference into the Agreement. Lastly, a new **Attachment H (Non-Conflict of Interest Certification)** was added via Amendment A. All other terms and conditions of the original Agreement, including the budget, shall remain unchanged

**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**

The PRDOH Infrastructure Division has identified the need to amend the Contract in order to re-distribute the budgets shown in the items [A] through [D] included in the **Attachment C** (Compensation Schedule) to benefit the Program successful execution without modifying the Total Contract Cost Awarded. Also, the Parties agreed to amend **Article XX. NOTICES**.

In addition, updated versions of **Attachment C** (Compensation Schedule), **Attachment G** (Contractor Certification Requirement), and **Attachment H** (Non-Conflict of Interest Certification) are being added via this Amendment. All other terms and conditions of the original Agreement, including the budget, shall remain unchanged.

**IV. AMENDMENTS**

A. The Parties agree to amend **Attachment C** (Compensation Schedule) as follows:

- I. Key Staff
  - **Total Budget for Key Staff, for the term of the contract, is [A] \$10,364,381.40.**
- II. Project Staff
  - **The total Subtasks services budget for Project Level 1 through Level 5 is [B] \$7,434,655.55.**
  - **The total Subtask 2.6 budget for Project Level 1 through Level 5 is [C] \$3,586,183.97.**
- III. Specialized Services Allowance
  - **A total allowance of [D] \$750,000.00 has been included as part of this contract.**

B. The Parties agree to amend **Article XX. NOTICES** as follows:

To: PRDOH

Ciary Y. Pérez Peña  
Secretary  
Puerto Rico Department of Housing  
606 Barbosa Ave.  
Juan C. Cordero Dávila Bldg.  
San Juan, PR 00918

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- C. A revised **Attachment C** (Compensation Schedule) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment C** (Compensation Schedule). (**Attachment I** of this Amendment).
- D. A revised **Attachment G** (Contractor Certification Requirement) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment G** (Contractor Certification Requirement). (**Attachment II** of this Amendment).
- E. A revised **Attachment H** (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 H** (Non-Conflict of Interest Certification). (**Attachment III** of this Amendment).

## 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.

#### **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. 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/MIT and state funding, recapture of CDBG-DR/MIT and/or state funds, overpayment of CDBG-DR/MIT and/or state funds; ownership and intellectual property, copyright; records retention methods and time requirements; inspection, monitoring, and audit; confidentiality; public records; indemnification and liability; infringement of intellectual property rights; independent contractor relationship; compliance with laws; notices; choice of law and venue; severability; dispute resolution; consolidations, merger, change of name, and dissolution. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this 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

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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 FOMB requires 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. A signed copy of the 'Contractor Certification Requirement' is included as **Attachment II** of this Amendment B.

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 in the place and on the date first above written.

**PUERTO RICO DEPARTMENT OF HOUSING**

**ICF INCORPORATED, L.L.C.**

Ciary Pérez Peña

Ciary Pérez Peña (Jan 24, 2025 20:41 AST)

Ciary Y. Pérez Peña

Secretary

Dorothy A. Shields

Dorothy A. Shields (Jan 23, 2025 23:03 EST)

Dorothy A. Shields

Senior Director Contracts



## ATTACHMENT C

### COMPENSATION SCHEDULE

#### CITY REVITALIZATION PROGRAM

#### ICF INCORPORATED LLC

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The following sections contains cost information that considers the hourly costs and unit costs provided by the Program Manager through a Best and Final Offer (BAFO) Cost Proposal submitted on January 27, 2021 in compliance with the Request for Proposals (RFP) CDBG-DR-RFP-2020-01.

On their BAFO, the Program Manager presented the hourly rates of their Key Staff and other Staff to address the Scope of Services included in this contract as a single contractor. The Program Manager presented their estimated Staff hours to address the Sub-tasks per each Project Level as established in the Scope of Services and in consideration of the number of Subrecipients and Projects provided by the PRDOH.

To award this contract the PRDOH has determined to select three (3) Program Managers and to equally divide the budget for the identified services. As a result of the selection, 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. Hourly Cost rates includes all costs related to direct labor, fringe benefits, profit, overhead, royalties, reimbursements, taxes, travel, as well as any other additional fees and administrative costs applicable to services of this contract.

#### I. Key Staff:

**Table 1** shows the Key Staff positions, Hourly Cost rates for each Key Staff Position, the Full Time Equivalent (FTE) resources per position, the Maximum Monthly Cost for each position, the total Maximum Monthly Cost and the Key Staff Total Cost for the term of the contract.

**Table 1: Key Staff Cost**

Key Staff Resource Position	Hourly Cost Rate	FTE	Max. Monthly cost (Based on 195 hrs)
Program Manager	\$209.88	1	\$40,926.60
Deputy Program Manager	\$164.53	1	\$32,083.35
Project Manager	\$149.27	1	\$29,107.65
Regulatory Compliance Officer	\$117.78	2	\$45,934.20
Outreach and Public Relations Coordinator	\$131.32	1	\$25,607.40
Infrastructure Data Manager	\$119.88	1	\$23,376.60
Project Assistant	\$119.71	3	\$70,030.35

Maximum Monthly Cost: \$267,066.15

**Total Budget for Key Staff, for the term of the contract, is [A] \$10,364,381.40.**

## II. Project Staff:

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

**Table 2: Staff Cost**

Staff Resource Position	Hourly Cost Rate
Construction Oversight Manager	\$135.50
Senior Engineer or Architect	\$148.10
Environmental Professional	\$223.14
Engineer	\$132.99
Senior Environmental Scientist	\$106.11
Environmental Reviewer	\$99.11
Business Analyst	\$175.80
Administrative Assistant	\$82.42

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Units costs shown for tables 3, 4 and 5, are included as a measure of control of the use of resources and hours per subtasks per Subrecipient per project level, this is not a not to a exceed amount.

**Table 3** presents the Project Unit Cost for each Project Level.

**Table 3: Project Unit Cost for Projects Level 1 through Level 5**

Subtask Id	Unit Cost for Projects Level 1	Unit Cost for Projects Level 2	Unit Cost for Projects Level 3	Unit Cost for Projects Level 4	Unit Cost for Projects Level 5
Subtask - 1.1	\$2,379.35	\$3,093.90	\$3,328.02	\$3,566.77	\$4,759.36
Subtask - 1.2	\$2,379.35	\$3,093.90	\$3,328.02	\$3,566.77	\$4,759.36
Subtask - 1.3	\$2,647.38	\$3,444.12	\$3,706.33	\$3,973.61	\$5,294.77
Subtask - 2.1	\$2,652.69	\$2,917.96	\$3,183.24	\$3,448.51	\$3,448.51
Subtask - 2.2	\$3,074.25	\$3,381.67	\$3,689.11	\$3,996.52	\$3,996.52
Subtask - 2.3	\$2,612.39	\$2,873.63	\$3,134.86	\$3,396.11	\$3,396.11
Subtask - 2.4	\$2,687.42	\$2,956.17	\$3,224.91	\$3,493.65	\$3,493.65
Subtask - 2.5	\$4,335.15	\$4,768.66	\$5,202.17	\$5,635.68	\$5,635.68
Subtask - 2.7	\$4,130.86	\$4,543.95	\$4,957.04	\$5,370.11	\$5,370.11
Subtask - 2.8	\$1,940.97	\$2,135.07	\$2,329.14	\$2,523.25	\$2,523.25
Subtask - 3.1	\$23,509.19	\$30,561.93	\$32,912.85	\$35,263.78	\$38,790.15
Subtask - 3.2	\$2,047.69	\$2,252.47	\$2,457.23	\$2,662.00	\$2,662.00

The total Subtasks services budget for Projects Level 1 through Level 5 is [B] \$7,434,655.55.

**Table 4** and **Table 5** presents the unit costs for Environmental Review services. These services include preparation and review for the following environmental review determinations: Exempt Services, Categorically Excluded Subject to 58.5 (CES) and Categorically Not Excluded Subject to 58.5 (CENST) for each Project Level.

**Table 4: Subtask 2.6 Unit Costs for Preparation Services by Projects Level**

Environmental Review Determination	Unit Cost for Projects Level 1	Unit Cost for Projects Level 2	Unit Cost for Projects Level 3	Unit Cost for Projects Level 4	Unit Cost for Projects Level 5
Exempt Activities	\$366.71	\$366.71	\$366.71	\$366.71	\$366.71

Environmental Review Determination	Unit Cost for Projects Level 1	Unit Cost for Projects Level 2	Unit Cost for Projects Level 3	Unit Cost for Projects Level 4	Unit Cost for Projects Level 5
CEST	\$6,052.52	\$6,348.73	\$6,348.73	\$7,253.60	\$8,384.73
CENST	\$1,844.26	\$1,992.36	\$2,140.47	\$2,592.90	\$3,055.14

**Table 5: Subtask 2.6 Unit Costs for Review Services by Projects Level**

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Environmental Review Determination	Unit Cost for Projects Level 1	Unit Cost for Projects Level 2	Unit Cost for Projects Level 3	Unit Cost for Projects Level 4	Unit Cost for Projects Level 5
Exempt Activities	\$123.90	\$123.90	\$123.90	\$123.90	\$123.90
CEST	\$1,084.57	\$1,232.68	\$1,232.68	\$1,232.68	\$2,112.36
CENST	\$580.58	\$580.58	\$654.63	\$654.63	\$721.11

The total Subtask 2.6 budget for Projects Level 1 through Level 5 is [C] \$3,586,183.97.

### III. Specialized Services Allowance

As described in Scope of Services, regarding Specialized Services, the Program Manager may be required to perform additional services, specialized studies, additional assessments, or permitting to secure environmental clearance. **A total allowance of [D] \$750,000.00 has been included as part of this contract.**

### 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] + [D] = \$22,135,220.92.

### V. Budgets Re-Distribution

The PRDOH reserve the right to re-distribute budgets shown for the above items [A] through [D] if benefit to the Program 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 redistribution 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.





**APPENDIX C**  
**CONTRACTOR CERTIFICATION**  
**FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO**  
**CONTRACTS REVIEW POLICY**  
**ICF INCORPORATED, LLC**

The following is hereby certified to the Oversight Board regarding the request for authorization to execute a contract amendment for Program Management Services for the Infrastructure Program by and between the **Puerto Rico Department of Housing** and **ICF Incorporated, LLC**:

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

1) **DEVAL, LLC**

Deborah Garcia-Gratacos with 99% ownership interests.

Principal terms and conditions of the contractual relation and role of the subcontractor:  
Please see the previously submitted subcontract agreement between ICF and DEVAL, LLC.  
Amount of proposed contract payable to subcontractor: \$2,462,918.20

2) **Historic Compliance Consulting LLC**

Berenice R Sueiro-Vazquez – Principal

Principal terms and conditions of the contractual relation and role of the subcontractor:  
Please see the previously submitted subcontract agreement between ICF and Historic Compliance Consulting LLC.  
Amount of proposed contract payable to subcontractor: \$688,480.00

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

<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.

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

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

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

I hereby certify under penalty of perjury that the foregoing is complete, true, and correct on this 14 day of January of 2025.

Dorothy A. Shields  
Signature

January 14, 2025  
Date

Dorothy A. Shields  
Printed Name

Senior Director, Contracts  
Position

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## ATTACHMENT H

### NON-CONFLICT OF INTEREST CERTIFICATION

#### ICF INCORPORATED, LLC

The CONTRACTOR certifies that:

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

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

Dorothy A. Shields  
Signature

Dorothy A. Shields  
Printed Name

January 14, 2025  
Date

Senior Director, Contracts  
Position