



DEPARTMENT OF

HOUSING

GOVERNMENT OF PUERTO RICO

Amendment B

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

AMENDMENT B TO THE AGREEMENT FOR IMPLEMENTATION MANAGEMENT SERVICES FOR ECONOMIC RECOVERY PROGRAMS BETWEEN THE

PUERTO RICO DEPARTMENT OF HOUSING

AND

TIDAL BASIN CARIBE, LLC

Contract No. 2024-DR0004

Amendment No. 2024-DR0004B



This **AMENDMENT B TO AGREEMENT FOR IMPLEMENTATION MANAGEMENT SERVICES FOR ECONOMIC RECOVERY PROGRAMS (Amendment or AMENDMENT B)** is entered into in San Juan, Puerto Rico, this 03 of July, 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 Ciary Y. Pérez Peña, of legal age, single, and resident of Las Piedras, Puerto Rico, in her capacity as Secretary; and **TIDAL BASIN CARIBE, LLC (CONTRACTOR)**, with principal offices in 126 Business Park Drive, Utica, New York, herein represented by Daniel Craig in his capacity as Chief Executive Officer, of legal age, married, and resident of Bumpass, Virginia, duly authorized by Corporate Resolution, dated November 25, 2024, by the CONTRACTOR; collectively, the "**Parties**".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on July 19, 2023, the PRDOH and the CONTRACTOR entered into an Agreement for Implementation Management Services for Economic Recovery Programs under the CBDG-DR/MIT Program, registered under **Contract No. 2024-DR0004**, for a maximum amount not to exceed **ELEVEN MILLION SIX HUNDRED TWENTY-THREE THOUSAND ONE HUNDRED FIFTEEN DOLLARS (\$11,623,115.00)**, ending on July 18, 2025 (**Agreement** or **Contract**).

WHEREAS, the Agreement was amended on January 31, 2025, through **Amendment A**, registered as Contract No. **2024-DR0004A**. Via **Amendment A**, updated versions of **Attachment C** (Price Form), **Attachment F** (HUD General Provisions), **Attachment G** (Contractor Certification), and **Attachment H** (Non-Conflict of Interest Certification) were incorporated by reference into the Agreement. Also, an updated version of **Article XLIX. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS** was incorporated by reference into the Agreement. All other terms and conditions of the original Agreement, including the budget and end date, remained unchanged.

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WHEREAS, this **AMENDMENT B** 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 B** 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 Parties agree the following:

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

In order to achieve the Program goals, the Parties acknowledge and agree that it is necessary to extend the **END TERM** of the Agreement to **July 18, 2026**. As a result, modifications to **Article II. TERM OF AGREEMENT** of the Agreement are being incorporated via this **AMENDMENT B**.

Also, updated versions **Article XX. NOTICES, Article XXX. CDBG-DR/MIT POLICIES AND PROCEDURES, Article LVI. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION, Article LVII. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE** are incorporated by reference into the agreement. Moreover, **Attachment C** (Price Form), **Attachment G** (Contractor Certification), and **Attachment H** (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 **thirty-six (36) months**, ending on **July 18, 2026**.*

[...]

and payments under this Agreement, including but not limited to, termination of this Agreement.

E. The parties agree to add **Article LVII. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE** as follows:

The CONTRACTOR does not have a legal claim to any amount of CDBG funds to be used for the specific project or site until the environmental review process is satisfactorily completed. As such, the CONTRACTOR acknowledges that it has no legal claim to any amount of CDBG funds for any projects or site acquisition under this Agreement until the environmental review process is completed under PRDOH. The CONTRACTOR acknowledges that it will not begin any actions related to the project or site until the environmental review process is completed and has written acceptance and a Notice to Proceed from PRDOH.

F. A revised **Attachment C** (Price Form) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment C** (Price Form). (**Attachment I** of this **AMENDMENT B**).

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- A review of the service vendor's performance and activity rate under the current contract's unit tasks revealed that a redistribution of unit tasks is needed to support the program and avoid affecting current services and may be executed without affecting the tasks that will be decreased.
- Table 1: General Program Management and Administration Services - Proposed Exhibit H Price Form recommended for redistribution for the Amendment:

GENERAL PROGRAM MANAGEMENT AND ADMINISTRATION				(MAXIMUM PER MONTH)
Position	Estimated Qty. of Resources [A]	Max. Hours Per Month Per Resource [B]	Rate Per Hour [C]	Estimated Month Cost Per Positic [D = A x B x C
Key Staff Positions				
Program Manager	1	173	\$156.25	\$27,031.25
Customer Service Coordinator	1	173	\$118.75	\$20,543.75
Monthly Sub-Total				\$47,575.00
[1] Maximum Cost of General Program Management and Administration Services for 3 Years (36 Months)				\$1,712,700.00

- The proposed Maximum Cost of General Program Management and Administration Services was increased from \$1,141,800.00 for 2 years (24 months) to \$1,712,700.00 for 3 years (36 months).

- Table 2: Unit Tasks - Proposed Exhibit H Price Form recommended for redistribution for the Amendment:

TASKS	(PER UNIT SERVICES)		
Task	Qty. [A]	Unit Price [B]	Total Cost [C = A x B]
01: Intake Support	0	\$684.08	\$0.00
02: Eligibility Review and Support	2,000	\$715.30	\$1,430,600.00
02: Subtask: Agronomist Report	300	\$814.25	\$244,275.00
03: Underwriting Review and Support	2,000	\$1,071.70	\$2,143,400.00
04: Environmental Review	0	\$491.94	\$0.00
05: Program-Based Reconsideration Requests	850	\$360.25	\$306,212.50
06: Grant/Loan Agreement Signing and Submission for Disbursement	1,003	\$426.58	\$427,859.74
07: Grant/Loan Agreement Lifecycle and Support	4,500	\$660.67	\$2,973,015.00
08: Closeout Program and Support	5,000	\$436.98	\$2,184,900.00
[ii] Total Cost for Applications Processing			\$9,710,262.24

- Task 01: Intake Support – Qty. [A] is reduced from 500 to 0 and Total Cost [C=AxB] is reduced from \$342,040.00 to \$0.00.
- Task 05: Program-Based Reconsideration Requests – Qty. [A] is reduced from 1,200 to 850 and Total Cost [C=AxB] is reduced from \$432,300.00 to \$306,212.50.
- Task 06: Grant/Loan Agreement Signing and Submission for Disbursement – Qty. [A] is reduced from 1,244 to 1,003 and Total Cost [C=AxB] is reduced from \$530,665.52 to \$427,859.74.
- The Unit Task total contracted budget following these modifications is decreased from \$10,281,195.52 to \$9,710,262.24.
- The \$33.28 surplus after the redistribution will be added to the Additional Services Allowance. The new Additional Services Allowance total contracted budget following these modifications is increased from \$200,119.48 to \$200,152.76.

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

H. 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 (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 B** 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. 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

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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; 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.

XVI. COMPLIANCE WITH ADMINISTRATIVE ORDER NO. OA-HD-25-03 OF PRDOH

On April 28, 2025, PRDOH issued an Administrative Order No. OA-HD-25-03, to establish public policy regarding the use and management of electronic and digital signatures within PRDOH. Additionally, to recognize electronic and digital signatures in the course of PRDOH's operations.

In compliance with OA-HD-25-03, PRDOH validates the consent of the electronic signatories through the incorporation of the following clause:

The Parties agree that this document may be signed by electronic means. They further acknowledge that, if signed in this manner, the document shall retain its legal validity and effect with respect to enforceability, consent, applicability, and admissibility.

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

**PUERTO RICO DEPARTMENT OF
HOUSING**

TIDAL BASIN CARIBE, LLC



Ciary Y. Pérez Peña
Secretary



Daniel Craig
Chief Executive Officer





DEPARTMENT OF

HOUSING

GOVERNMENT OF PUERTO RICO

Attachment I

**Exhibit H
PRICE FORM
Request for Proposals
Implementation Management Services for Economic Recovery Programs
Community Development Block Grant – Disaster Recovery
Community Development Block Grant – Mitigation
CDBG-DRMIT-RFP-2022-14**

Name of Proposer: Tidal Basin Caribe, LLC

GENERAL PROGRAM MANAGEMENT AND ADMINISTRATION (MAXIMUM PER MONTH)

Position	Estimated Qty. of Resources [A]	Max. Hours Per Month Per Resource [B]	Rate Per Hour [C]	Estimated Monthly Cost Per Position [D = A x B x C]
Key Staff Positions				
Program Manager	1	173	\$156.25	\$27,031.25
Customer Service Coordinator	1	173	\$118.75	\$20,543.75
Monthly Sub-Total				\$47,575.00
[i] Maximum Cost of General Program Management and Administration Services for 3 Years (36 Months)				\$1,712,700.00

Notes on Task 00: Programs Management and Administration

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

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TASKS	(PER UNIT SERVICES)		
Task	Qty. [A]	Unit Price [B]	Total Cost [C = A x B]
01: Intake Support	0	\$684.08	\$0.00
02: Eligibility Review and Support	2,000	\$715.30	\$1,430,600.00
02: Subtask: Agronomist Report	300	\$814.25	\$244,275.00
03: Underwriting Review and Support	2,000	\$1,071.70	\$2,143,400.00
04: Environmental Review	0	\$491.94	\$0.00
05: Program-Based Reconsideration Requests	850	\$360.25	\$306,212.50
06: Grant/Loan Agreement Signing and Submission for Disbursement	1,003	\$426.58	\$427,859.74
07: Grant/Loan Agreement Lifecycle and Support	4,500	\$660.67	\$2,973,015.00
08: Closeout Program and Support	5,000	\$436.98	\$2,184,900.00
[ii] Total Cost for Applications Processing			\$9,710,262.24

Notes on Tasks 01 to 08

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- (1) **Qty.** represents the quantity of tasks PRDOH expects for the entirety of the Economic Recovery Programs at the moment. Therefore, the actual quantities of applications, and therefore units, to be included in the Proposer's contract and that the Proposer might be able to perform will be dependent on the final number of Proposers that might be awarded through the RFP. This does not limit the PRDOH in amending the contract of any Proposer to include additional estimated quantities of applications based on performance metrics of the Proposers.
 - (2) **Units Price** includes any and all costs associated to the performance to the different tasks. This includes personnel, benefits, reimbursable expenses, equipment, materials, rent, overhead, profit, and any other cost of performing the tasks, including tasks support activities as depicted in the Scope of Services.
 - (3) **Total Cost** represents the estimated total cost for processing applications under the Economic Recovery Programs.
 - (4) **Qty., Total Cost** represents the quantity of tasks and total costs PRDOH estimates for the entirety of the Economic Recovery Programs at the moment. Therefore, the actual quantities of applications, and therefore units, could vary based on actual need and work performed on the programs. When performed and invoiced, Tasks 01 to 08 should be held to the unspent budget of Total Cost for Applications Processing and not the actual units estimated under this Exhibit.
 - (5) **Budget and Tasks Re-distribution:** a) The Contractor may request in writing to the PRDOH a re-distribution of the tasks show above without exceeding the Total Cost for Applications Processing; b) the PRDOH will evaluate the re-distribution request to validate purpose and balance of funds, and if determined the re-distribution is in benefit for the programs and the balance of funds is validated, the PRDOH will provide written authorization to the contractor. Until the written authorization is submitted by the PRDOH, the re-distribution cannot be considered as authorized; c) this re-distribution of funds as described here shall be considered binding and will not require an amendment to this contract.

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ALLOWANCE	(REIMBURSABLE EXPENSES)	
Allowance		Amount
[iii] Additional Services Allowance		\$200,152.76

TOTAL PROPOSAL COST **\$11,623,115.00**

Sum of [i] the Maximum Cost of General Program Management and Administration Services for 3 Years (36 Months); plus [ii] the Total Cost for Applications Processing; plus [iii] Additional Services Allowance.

Notes on Total Proposal Cost

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

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

Tidal Basin Caribe, LLC

The following is hereby certified to the Oversight Board regarding the request for authorization to amend the contract for **Implementation Management Services for Economic Recovery Programs** 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
Family Endeavors, Inc.	Chip Fulghum, President & COO	Technical staff to perform program management tasks and services / Case management and administration	\$1,307,504.00
Strider Consulting, LLC (f.k.a. Iglesias & Iglesias, P.S.C.)	Carlos Iglesias, President	Technical staff to perform program management tasks and services / Underwriting review and support	\$1,835,391.57
Quantum Consulting Group, LLC	Daniel J. Galan Kercado, Managing Member	Technical staff to perform program management tasks and services / Environmental review and support	\$106,080.00

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.

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.

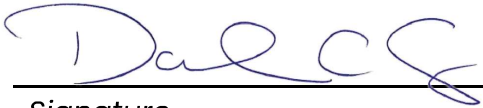
3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.

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 12th day of June of 2025.



Signature

6/12/25

Date

Daniel Craig

Printed Name

Chief Executive Officer

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ATTACHMENT H

NON-CONFLICT OF INTEREST CERTIFICATION

TIDAL BASIN CARIBE, LLC

The CONTRACTOR certifies that:

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

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

Daniel Craig

Signature

6/12/25

Date

Daniel Craig

Printed Name

Chief Executive Officer

Position

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