



# Amendment C

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

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

BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING

AND

TIDAL BASIN CARIBE, LLC

Contract No. 2022-DR0225

Amendment No. 2022-DR0225C



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This **AMENDMENT C** TO AGREEMENT FOR **PROGRAM MANAGEMENT SERVICES (Amendment or AMENDMENT C)** is entered into in San Juan, Puerto Rico, this <sup>06</sup> of June \_\_\_\_\_, 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 LPR § 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 his 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 November 29, 2021, the Parties entered into an Agreement for Program Management Services for the Community Energy and Water Resilience Installation (**CEWRI**) Program under the CDBG-DR Program, registered as 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)**, ending on November 28, 2024 (**Agreement or Contract**).

**WHEREAS**, the Agreement was amended on October 24, 2023, through **Amendment A**, registered as Contract No. **2022-DR0225A**. Via **Amendment A**, the Parties agreed to increase the total amount of the Agreement to **EIGHTEEN MILLION FIVE HUNDRED NINETY-EIGHT THOUSAND ONE HUNDRED FIFTY-NINE DOLLARS AND TWENTY-FOUR CENTS (\$18,598,159.24)**. Moreover, modifications to **Article I. TYPE OF CONTRACT, Article IV. COMPENSATION AND PAYMENT, Article XXII. SUBCONTRACTS, Article XXIII. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS**, and **Article XXVIII. MEMORANDUM NO. 2021-029; CIRCULAR LETTER NO. 013-2021 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO)** were

incorporated by reference into the Agreement. The performance period was not modified in **Amendment A**. Also, updated versions of **Attachment D** (Compensation Schedule) and **Attachment H** (Contractor Certification), as well as a new **Attachment I** (Non-Conflict of Interest Certification), were incorporated by reference into the Agreement.

**WHEREAS**, the Agreement was amended on August 7, 2024, through **Amendment B**, registered as Contract No. **2022-DR0225B**. Via **Amendment B**, the Parties agreed to extend the **END DATE** of the Agreement to **November 28, 2025**. **Amendment B** also served the purpose of increasing the total amount of the Agreement to **TWENTY-ONE MILLION TWO HUNDRED SEVENTY-TWO THOUSAND TWO HUNDRED EIGHTY-THREE DOLLARS AND TWENTY CENTS (\$21,272,283.20)**. Moreover, modifications to **Article II. TERM OF AGREEMENT**, **Article IV. COMPENSATION AND PAYMENT**, **Article XVII. FORCE MAJEURE**, **Article XXX. CDBG-DR POLICIES AND PROCEDURES** and **Article XLIX. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS** were incorporated by reference into the Agreement. Also, updated versions of **Attachment D** (Compensation Schedule), **Attachment H** (Contractor Certification), and **Attachment I** (Non-Conflict of Interest Certification) were incorporated by reference into the Agreement.

**WHEREAS**, this **AMENDMENT C** 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 C** 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 C** 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 C**. 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 increase the total budget to **TWENTY-FIVE MILLION EIGHT HUNDRED SIXTY-FIVE THOUSAND TWO HUNDRED SIXTY-FOUR DOLLARS (\$25,865,264.00)** and to extend the **END TERM** of the Agreement to **November 28, 2026**. As a result, modifications to **Article II. TERM OF AGREEMENT** and **Article IV. COMPENSATION AND PAYMENT** of the Agreement are being incorporated via this **AMENDMENT C**.

Also, **Article XX. NOTICES** of the Agreement is being modified to incorporate the current contact information of the authorized representatives of the Parties. Moreover, **Attachment C** (Scope of Work), **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 **sixty (60) months**, ending on **November 28, 2026**.*

[...]

- 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-FIVE MILLION EIGHT HUNDRED SIXTY-FIVE THOUSAND TWO HUNDRED SIXTY-FOUR DOLLARS (\$25,865,264.00)**; Account Number: R02H14HER-DOH-LM / 6090-60-000.*

- C. The Parties agree to replace **Article XX. NOTICES** as follows:

*CDBG-DR Grantee:*

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

*Contractor:*

*Daniel Craig  
Chief Executive Officer  
Tidal Basin Caribe, LLC  
126 Business Park Drive  
Utica, NY 13502-6323*

D. A revised **Attachment C** (Scope of Work) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment C** (Scope of Work). (**Attachment I** of this **AMENDMENT C**).

- **Task 0.1 Operational Support** is being clarified by adding the phrase “including PRDOH staff” at the end of the following paragraph:

[...]

Assist PRDOH training sessions regarding program implementation. The selected Proposer’s Key Staff shall be required to attend PRDOH training sessions. After training has been provided to the selected Proposer’s key staff by the PRDOH, such key staff will be responsible for the knowledge transfer acquired to other staff, *including PRDOH staff*.

[...]

E. 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 II** of this **AMENDMENT C**).

- **Table 1C–Key Staff** is modified as follows:
  - i. The description of **Table 1C** is being modified to read:

*Table 1C 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 C.*

- ii. The amendment extends by twelve (12) months all Key Staff positions. Hourly Rates for each Key Staff position, the quantity of resources per position and the maximum Monthly Cost for each position remain the same. As such, Table 1C is being modified to include the reference to the proposed costs for the term extension. Previous references to the sub-total and Total costs for the original (48) months term of the Agreement are being eliminated from Table 1C. The phrase “Total Cost for 12 Months: \$1,359,460.80” is being incorporated instead.
- iii. A footnote is being added to “Fully Loaded Rate” in Table 1C which is equal to the footnote to “Fully Loaded Rate” in Table

  
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1B. The footnote is included to explain the calculation of the Fully Loaded Rate and reads as follows:

*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.*

- **Table 1D-Key Staff** is added to illustrate the costs for key staff for the resulting new total term of sixty (60) months. The positions, FTE, Hours Per Month, Fully Loaded Rate and Total Per Month are the same as those in Tables 1, 1B and 1C. Therefore, the following is added to the Compensation Schedule:
  - i. A description for Table 1D is added, which reads: "Table 1D 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

  
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as per Amendment C (Totals from Table 1 + Table 1B + Table 1C)."

ii. The new Table 1D-Key Staff is as follows:

**Table 1D- 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
<b>Maximum Per Month</b>				<b>\$113,288.40</b>
<b>Sub-Total Cost for 60 months</b>				<b>\$6,797,304.00</b>
				<b>0</b>
<b>Total for 60 months</b>				<b>\$6,797,304.00</b>

iii. Table 1D also includes a new footnote to the "Fully Loaded Rate." The footnote is the same as the one provided for the Fully Loaded Rate in the previous tables.

iv. For the reasons explained above, the total estimated cost for key staff is increased to \$6,797,304.00. Thus, the total budget for key staff summary is changed from "Total Budget for Key Staff, for a period of 48 months, is [A] is \$5,437,843.20" to "Total Budget for Key Staff, for a period of 60 months, is [A] is \$6,797,304.00".

- **Table 2A- Cost Cap for Tasks 1 and 3 – Program Management Tasks** is slightly modified to correct errors in the overestimation of costs to include the correct quantities. Thus, Table 2A is modified to include the correct Rounding Remainder which is changed from "\$0.30" to "\$50.30" in view of the rounding issues described in footnote 3 of the attachment. Thus, the "Total for 36 months" is changed from \$13,644,770.00 to \$13,644,720.00.

- **Table 2C: Cost Cap for Tasks 1 and 3 – Program Management Tasks** was added to the contract via Amendment A. The table is modified to illustrate the increase of the quantity of units for tasks 1 through 3. Thus:

- i. The description is changed from "Table 2C presents the Proposal Task Unit Costs as per Amendment B (Totals from Table 2A+Table 2B)" to "Table 2C presents Task Unit Costs added as per Amendment C."



- ii. The quantity for Task 1: Complete Applications and Pre-Installation Assessment Review is 1,000, illustrating the quantity of units to be added with Amendment C, for a total cost of \$552,890.00.
- iii. The quantity for Task 2: Scope of Work Review and Program Award Coordination is 1,000, illustrating the quantity of units to be added with Amendment C, for a total cost of \$761,830.00.
- iv. The quantity for Task 3: Final Inspection, Payment Requests & Closeout is 2,000, illustrating the quantity of units to be added with Amendment C, for a total cost of \$1,918,800.00.
- v. The Fully Loaded Unit Cost remains the same for all three tasks. The total cost is \$3,233,520.00. Reference for the cost for the total term of the contract is moved to the new Table 1D. The table is as follows:

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

Task	Quantity	Fully Loaded Unit Cost <sup>3</sup>	Total Cost
<b>Task 1:</b> Complete Applications and Pre-Installation Assessment Review	1,000	\$552.89	\$552,890.00
<b>Task 2:</b> Scope of Work Review and Program Award Coordination	1,000	\$761.83	\$761,830.00
<b>Task 3:</b> Final Inspection, Payment Requests & Closeout	2,000	\$959.40	\$1,918,800.00
		<b>Sub-Total</b>	<b>\$3,233,520.00</b>
		<b>Total</b>	<b>\$3,233,520.00</b>

- A new **Table 2D: Cost Cap for Tasks 1 and 3 – Program Management Tasks** is added to describe the resulting total unit quantities and cost after incorporating Amendment C. Thus,
  - i. A description for Table 2D is added: “Table 2D presents the Proposed Task Unit Costs as per Amendment C (Totals from Table 2A + Table 2B + Table 1C).”
  - ii. Table 2D shows the increase by 1,000 the quantity of units to complete Task 1: Complete Applications and Pre-Installation Assessment Review at a Fully Loaded Unit Cost of \$552.89 for a total of 8,000 units, thereby increasing the total estimated cost to \$4,423,120.00. The Fully Loaded Unit Cost remains unchanged.
  - iii. Table 2D shows the increase by 1,000 the quantity of units to complete Task 2: Scope of Work Review and Program Award Coordination at a Fully Loaded Unit Cost of \$761.83 for a total of 8,000 units, thereby increasing the total estimated cost to \$6,094,640.00. The Fully Loaded Unit Cost remains unchanged.

  
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- iv. Table 2D shows the increase by 2,000 the quantity of units to complete Task 3: Final Inspection, Payment Requests & Closeout at a Fully Loaded Unit Cost of \$959.40 for a total of 8,000 units, thereby increasing the total estimated cost to \$7,675,200.00. The Fully Loaded Unit Cost remains unchanged.
- v. This sum of Program Management Tasks is \$18,192,960.00 for the new term of sixty (60) months. Table 2D is as follows:

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

Task	Quantity	Fully Loaded Unit Cost	Total Cost
<b>Task 1:</b> Complete Applications and Pre-Installation Assessment Review	8,000	\$552.89	\$4,423,120.00
<b>Task 2:</b> Scope of Work Review and Program Award Coordination	8,000	\$761.83	\$6,094,640.00
<b>Task 3:</b> Final Inspection, Payment Requests & Closeout	8,000	\$959.40	\$7,675,200.00
		<b>Sub-Total</b>	<b>\$18,192,960.00</b>
		<b>Total for 60 months</b>	<b>\$18,192,960.00</b>

- vi. The total Subtasks services budget for Program Management Tasks [B] is changed from \$14,959,440.00 to \$18,192,960.00, resulting from the changes made to Program Management tables (ie, Tables 2A, 2B, 2C and 2D).
- vii. The Total Contract Cost in section IV of the document is changed from \$21,272,283.20 to \$25,865,264.00.

F. 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 III** of this **AMENDMENT C**).

G. A revised **Attachment IV** (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 C**).

**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

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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

  
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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,

  
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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.**

**[SIGNATURES ON THE FOLLOWING PAGE.]**

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

**PUERTO RICO**  
**DEPARTMENT OF HOUSING**

**TIDAL BASIN CARIBE, LLC**

*Ciary Y. Pérez Peña*

Ciary Y. Pérez Peña (Jun 6, 2025 10:35 EDT)

Ciary Y. Pérez Peña  
Secretary

*Daniel Craig*

Daniel Craig  
Chief Executive Officer

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DEPARTMENT OF

**HOUSING**

GOVERNMENT OF PUERTO RICO

**Attachment I**

**ATTACHMENT C**  
**SCOPE OF WORK**  
**Request for Proposals**  
**Program Management Services**  
**Community Development Block Grant – Disaster Recovery**  
**Puerto Rico Department of Housing**  
**Revised for Amendment C**

**1. Introduction and Overview**

This document defines the program management tasks that the Proposer must perform in order to support PRDOH in the implementation and administration of the CDBG-DR Community Energy and Water Resilience Installations (CEWRI) Program. A detailed description of the CEWRI program is included in the Action Plan. A complete copy of the Action Plan is available at <https://www.cdbg-dr.pr.gov/en/action-plan/>. Proposer(s) must understand and implement the CDBG-DR program's initiatives, goals, and regulations, including Federal Register Notices 83 FR 5844, 83 FR 40314, 84 FR 4836, and 85 FR 4681. Proposers must be familiar with HUD's latest acronyms, glossary, laws, policies, guidelines and design standards applicable to this RFP's Scope of Services. The Proposer(s) remains fully responsible for determining if the above listed requirements have been revised or updated.

This document defines the tasks that the Proposer(s) must perform in order to support PRDOH in the implementation and administration of the CEWRI Program. The PRDOH reserves the right to retain all or some of the program management services for the CEWRI Program internal, and to select more than one Proposer. In the event that more than one Proposer is selected, it is expected that all selected proposers(s) can carry out all tasks described in this document.

The scope of work presented herein is based upon circumstances existing at the time the RFP is released. 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

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contract. The term of the Contract will be three (3) years with the option of annual extensions up to two (2) years.

### **Community Energy and Water Resilience Installations (CEWRI)**

The Community Energy and Water Resilience Installations Program will provide single family homeowners, business and/or public facilities energy and water efficiency improvements to promote resilience with the installation of PV systems with battery back-up for critical loads and water storage system. The CEWRI program is intended to work with and complete existing CDBG-DR programs such as The Home Repair Reconstruction or Relocation Program (R3), the Social Interest Housing Program (SIH), and the Small and Business Incubators and Accelerators Program (SBIA).

The PRDOH is implementing the housing programs through the use of internal resources and outsourced consultants and contractors. For the Community Energy and Water Resilience Installations Program, the Selected Proposer(s) will be divided into regions corresponding to the applicable CDBG-DR Program. Concurrently, for this program the PRDOH will outsource general installer/contractor to be responsible for the coordination, assessment, supply and installation of the Photovoltaic (PV) system with battery back-up for critical loads and water storage system, including their related appurtenances. The Proposer will be responsible for everyday management of the different tasks performed by the PRDOH's other contractors. The Proposer will also be responsible for the inspection of all works completed through the program.

The Proposer will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this contract. The scope of work presented is based upon circumstances existing at the time the RFP is released. The PRDOH reserves the right to modify or delete the tasks listed and, if appropriate, add additional tasks prior to and during the term of the contract. There is no guarantee of a minimum level of services which may be requested by the PRDOH under this contract.

  
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## 2. Staff Requirements, Roles, and Responsibilities

As the PRDOH may select more than one Program Management firm, the specific municipalities or regions where each Proposer shall perform work will be determined at the sole discretion of the PRDOH. Proposers may not charge additional costs due to the PRDOH assignment of municipalities or regions. The PRDOH may redefine municipalities or regions initially assigned based on Proposer's performance, compliance, and quality of work. The PRDOH will not guarantee a minimum number of applicants or cases to be handled by the Proposer.

### 2.1 Staff Requirement

The Selected Proposer(s) shall be available to begin work within two (2) weeks of the contemplated contract execution date. The Selected Proposer(s) shall have or will secure, at its own expense, all personnel required in performing the services under the contemplated contract. **Key Staff** are resources that must be ready to begin working in time to perform the services under the contemplated contract and may be working throughout the term of the contemplated contract at a maximum of one hundred eighty (180) hours per month. The Proposer(s) shall provide competent and fully qualified staff that are authorized or permitted under federal, state and local law to perform the scope of services under the contemplated contract. 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.

- **Program Manager (Key Staff)** **Qty: 1**  
The Program Manager (PM) position will be the main point of contact between the PRDOH and the selected Proposer(s). The PM shall be available on-call and assist program status and progress meetings. The PM position responsibilities include formulating, organizing, and monitoring the overall performance of the

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projects; deciding on suitable strategies and objectives; coordinating cross-project activities; lead and evaluate other staff; develop and control deadlines, budgets, and activities; apply change, risk, and resource management; assume responsibility for the program's performance and its staff; assess program performance and aim to maximize it; resolve program issues; prepare and review reports to the PRDOH; and any other function required in support of the program. The Program Manager shall maintain a complete understanding of all applicable federal, state, local and CDBG-DR Program policies, requirements, and procedures and reviews all cases within the established guidelines; and shall possess knowledge of regulatory and statutory compliance requirements for CDBG disaster recovery and similar programs/projects.

**Requirements:** Must have a bachelor's degree education in Engineering, Architecture, Project Management, or similar discipline. Must have at least five (5) years of experience as a program manager in comparable programs, federal funded programs or related field.

- **Operations Manager (Key Staff)** **Qty. 1**  
The Operations Manager (OM) position will be responsible for the daily field operations and ensuring that such daily operations are performed in the most efficient manner. The OM will oversee logistics management, ensuring that procedures are in place to align with the program's goals and objectives. The OM will oversee standards of performance, safety policies, and procedures, and adjust internal and overall Program policies, as necessary. Will be responsible of bringing to PRDOH any Program concerns and provide solutions to mitigate such concerns. The OM will direct human resources and management activities at the operational side of the programs and may determine the staff needed to accomplish the operational tasks. The OM shall work closely with the PRDOH environmental associate team to ensure that all environmental reviews have been performed to the required level of environmental review. This resource shall ensure that all pertinent environmental reviews are prepared, and the

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documentation of performance submitted to the PRDOH environmental associate team. This resource shall also work with the Construction contractors to ensure that all environmental requirements are met, and any mitigation requirements performed.

**Requirements:** Must be a licensed professional engineer or architect in compliance with Puerto Rico's Act Number 173 of August 12, 1988, as amended, with the Renewable Solar Energy Installer (Photovoltaic) Certificate from the Public Energy Policy Program (PEPP) under the Department of Economic Development and Commerce (DDEC). Must have at least five (5) years of experience in the management of projects.

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▪ **Complaints Coordinator (Key Staff)** **Qty. 1**

The Complaints Coordinator (CC) position will be responsible for coordination of complaints resolution by performing tasks such as investigating the complaints, surveys, interviews, educating the applicants, etc. The Complaints Coordinator must pay special attention to applicants and their complaints and must do anything possible to ensure that complaints are properly mitigated and attended to. If a complaint merits it, the Complaints Coordinator may escalate the complaint to a higher management position for the appropriate actions to be taken. The CC must also ensure that applicant complaints are resolved in a timely matter.



**Requirements:** Must have excellent communication skills in Spanish and English. Must have at least three (3) years of experience working in a customer relations position.

▪ **Safety Officer (Key Staff)** **Qty. 1**

The Safety Officers will be responsible for developing, monitoring, and implementing health and safety policies as to ensure that programs follow health and safety laws and regulations, and to reduce or prevent hazards,

dangers, and accidents. Safety Officers shall conduct spot inspections at projects to identify potential hazards, assess their risk, report on them, and enforce compliance with policies and regulations. Also, the Safety Officer shall review and approve the installers/contractor's safety plans.

**Requirements:** Must have, at the least, an OSHA 30 hours training certification in the construction industry. Must have at least three (3) years of experience working as safety officers in construction projects.

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- **Environmental Specialist (Key Staff)** **Qty. 1**  
Under general direction from the Program Manager, the Environmental Specialist has the authority and is capable of assuring compliance with all environmental requirements and representing the Recipient (PRDOH) in any challenge to such compliance. Supervises and coordinates assigned environmental compliance programs coordinating related activities with the designated environmental reviewer, PRDOH, and the State Historic Preservation Office (SHPO). They also include coordinating activities with applicants to understand the full scope of the relevant work required. He or She would then be responsible for monitoring the technical work performed by the consultant and aggregating the work with current site specific, related activities on record. Also, this position will be responsible for environmental review coordination, when applicable, including but not limited to the following: Assign an environmental reviewer to the proposed project; Verify that the Reviewer performs the environmental review prior to any construction or installation work being performed. If the work is to be performed on a structure in the CDBG-DR program, ensure that the environmental review has been performed and the addition of the PV System and/or Water Storage System will not invalidate that review; Verify Environmental Tier 2 Packages performed by Environmental reviewer and send package to PRDOH for review; Verify that the environmental

review is approved by the PRDOH and signed; Verify that all mitigation requirements are captured (i.e., installation of PV panels on the opposite side of the street for historic homes) and completed; Maintains environmental compliance records from existing CDBG-DR Program documents from previous environmental reviews of selected applicants; Prevent overlapping executions from previous CDBG-DR Programs environmental reports; Provide technical assistance to environmental review personnel for each assigned case to be evaluated; Identify potential environmental liability issues and provide written documentation of findings to Program Management firm and PRDOH; Review, consolidate, and complete environmental compliance audit reports for the Program Manager's approval; Verify that all documentation is complete and stored in the PRDOH Grant Management System of Record.

**Requirements:** B.S. or B.A. in Civil/Environmental/Agricultural Engineering, Environmental Science, Hydrology, Geology, or related field experience required or Bachelor's Degree in History, Architectural History, Historic Preservation or a closely related discipline is also suitable. Must have at least five (3) years of experience performing Environmental Review or related field.

▪ **Case Manager (Other Staff)**

The Case Manager shall be responsible for coordinating with the PRDOH PV system and water storage system contractor, for the quality control and quality assurance of all documentation related to the assessment and scope of work to be perform on the eligible properties. Responsible for the coordination of site visits, the award benefits with the applicant and the PRDOH PV system and water storage system contractor. Case managers must provide advice and assistance to the Program applicants in obtaining the needed services which may include benefits/entitlement counseling and referral activities to assist eligible applicants to obtain access to the program for which they may be eligible. Access agency records in order to document and identify information related to the Program evaluation. Maintain an established file structure to

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continue with the applicable procedures. Case managers will rely on the record system provided by PRDOH to develop a workflow, manage applicants data, integrate data with existing systems, and configure dashboards to make the information readily available. Also, will be responsible for the development of installer/contractor work orders and review of the pre-installation assessment reports. Collects, reviews and analyzes data, and prepares reports. Responds to or routes routine inquiries from external or internal sources with standard correspondence of other messaging.

This staff will not charge by the hour and is part of the unit cost rate of the tasks performed by case.

**Requirements:** Bachelor's Degree or higher education in one of the following: Engineering, Architecture, Administration, Human Resources, Accounting, Law, Project/Program Management or related. Completely bilingual- Spanish and English (verbal and written communication).

▪ **Inspector (Other Staff)**

The Inspector will conduct inspections on residential properties to check for compliance with the state and federal regulations and assess if the installed measures are in accordance with the Project Design, Program Requirement and industry standards. The Inspector's role entails examining both the property's interior and exterior, including infrastructure, electrical and plumbing systems, and water quality. The Inspectors must create detailed reports about their inspection findings and present these to the Program Manager. Aside from descriptions of the installed measures, defects and recommendations for repair and maintenance, these also contain extensive photos, diagrams of property structures, and notes from observation. Collects, reviews and analyzes data, and prepares reports. Will review and approve each case Scope of Work, materials submittals, and Project Design, including plans and specifications, to be performed by the PRDOH PV system and water storage system contractor as per the approved Pre-Installation Assessment Report. Also, will be responsible

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for the QAQC review of the installer/contractor's pre-inspection package and final inspection reports.

It will shall also be responsible for assessing special cases of work non-compliance and assist in assessments requiring special engineering or technical considerations for out of the ordinary conditions that may require specialized knowledge and attention to determine if the equipment installation can or cannot be performed in a way that assures overall safety and integrity of the equipment and the existing structures, as needed.

This staff will not charge by the hour and is part of the unit cost rate of the tasks performed by case.

**Requirements:** Must be licensed professional engineers or architect in compliance with Puerto Rico's Act Number 173 of August 12, 1988, as amended or Certified Electrician Expert (Known in Spanish as Perito Electricista Colegiado) with in-depth knowledge in PV systems and Battery backup and water storage system, or a competent professional with the Renewable Solar Energy Installer (Photovoltaic) Certificate from the Public Energy Policy Program (PEPP) under the Department of Economic Development and Commerce (DDEC). Must have at least five (5) years of experience performing similar inspections.

These resources must be available to work for the Program on a full-time basis over the life of the contract. Additional resources to be employed will be determined by the Proposer based on the workload assigned and performance.

### 3. Tasks

The Proposer will be responsible for performing the following tasks.

#### **Task 0 General Program Management and Administration**

The Proposer shall be responsible for program operations, applications processing, and administration of the tasks and services contained herein related to the CDBG-DR Programs. These tasks will include, but not limited to:

**0.1. Operational Support**

- Work closely with the PRDOH officials, and its designees in preparing and maintaining the overall project plan for all phases of the Program, manage day-to-day operations, improve processes for quality and efficiency, implement policy changes, and adapt to a program closeout environment.
- Assist the PRDOH in the development of program policies and procedures, and, once approved by the PRDOH, their dissemination among all involved parties. Given that more than one Proposer may be selected by the PRDOH, different Selected Proposers will have to collaborate as to ensure program policies and procedures are concise for the entire implementation group. The selected Proposer(s) will have a lead role in the development of program policies and procedures.
- Responsible for the management, contract administration and performance metrics of the Installers/Contractors and other PRDOH Vendors related to the CEWRI Program.
- Review contractors and subcontractors contract deliverables to determine if such contractors and subcontractors are in compliance with their contracts and CDBG-DR requirements.
- Report on various aspects of the project that reflects the major activities for the reporting period as specified by PRDOH (e.g. monthly, quarterly, etc.).
- Regularly communication of potential risks, issues, and statuses to PRDOH and pertinent parties.
- Develop and/or utilize existing processes for PRDOH to properly collect data and document information as necessary to optimize compliance with all funding streams.
- Ensure PRDOH's documentation is sufficient to respond to Office of Inspector General, HUD, PRDOH, or any other entity that audits or reviews the Programs.

  
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- Assist PRDOH training sessions regarding program implementation. The selected Proposer's Key Staff shall be required to attend PRDOH training sessions. After training has been provided to the selected Proposer's key staff by the PRDOH, such key staff will be responsible for the knowledge transfer acquired to other staff, including PRDOH staff.
- Document all applicant interactions and communications within the PRDOH Grant Management System of Record.
- Any other task necessary to support program operations.

## **0.2. Project Management**

- Provide engineering and installation oversight for the implemented measures, installation determinations, inspections for compliance, and HUD quality standards.
- Perform periodic reviews of construction contractor inspection reports, evaluations of invoices, and other programmatic management activities.
- Ensure compliance with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (when applicable), Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act, Fair Housing and Equal Opportunity Standards, and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the execution of the CEWRI Program. Take special notes of minimum wage increases planned for Puerto Rico's construction workforce. Proposer will be required to ensure compliance with minimum wages.
- Perform periodic reviews of construction contractor files to ensure compliance with the statutory and regulatory compliance of Section 3 Housing and Urban Development Act of 1968.
- Coordinate efforts of compliance over environmental, construction, financial, and HUD regulations.
- Establish project performance benchmarks and updated budget comparisons to measure progress and compliance with critical objectives

  
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in mind. Critical stages will be identified, and a monitoring checkpoint established to ensure follow-up.

- Adopt portfolio management processes and tools for organizing and managing programs, funds, and project files.
- Track projects schedules utilizing existing PRDOH mandated software.
- Establish program timelines, goals, metrics, and deliverables of services in accordance with project funding allocations.
- Manage all designated installation of measures activities to include but not limited cost analysis, inspections, construction progress, contractors' invoices review, and payment approvals, among others.
- Program compliance requirements to include programmatic and financial reporting including, but not limited to, coordinating and preparing project and financial management reports with PRDOH designee for federal, state, and local government audits.
- Prepare documentation requested by PRDOH appeals manager as it may apply. Comply with any requests from the PRDOH appeals staff.
- Perform programmatic activities and reports through the PRDOH Grant Management System of Record.
- Any other supporting functions or task necessary for proper project management.

### **0.3. Construction and Statutory Compliance**

- Prepare, review, and approve change orders.
- Set-up on-site visits and perform on-site monitoring interviews.
- Evaluate and approve the Programs installer/contractor's materials submittals.
- Hold installer/contractor accountable for warranty issues and oversee warranty calls to a firm.
- Conduct quality assurance and quality control inspections and follow up on all program procedures

  
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- Ensure that the installed measures under the program are in accordance and in compliance with all federal, state, local and CDBG-DR Program policies, requirements, and procedures.
- Any other task necessary to ensure construction and statutory compliance of the programs.

#### **0.4. Document Control and Management**

- Store, archive, and retrieve physical documents and electronic images of all paper documents, applicant-related emails, correspondence, training material, and policies and procedures.
- Establish and maintain protocols for physical file management to include, among other things, access to a file, tracking of location and possession of a file, and return of a file. This assumes that the Proposer will provide the necessary secure space and storage equipment to perform such function. It also assumes that the Proposer will maintain soft copy backups of originals in their custody.
- Ensure all project information and documentation is available at all times in one comprehensive, user-friendly electronic environment.
- Any systems, tools, or technology provided must meet PRDOH's Personal Identifiable Information requirements.
- Provide sufficient, appropriate document control and management to meet the financial and documentation requirements for CDBG-DR grants. At a minimum, the following records will be required:
  - Records providing full description of each activity;
  - Records verifying that activity meets national and grant objectives;
  - Records related to demonstrating eligibility of activities;
  - Records required to document activity related to real property;
  - Records documenting compliance with Davis-Bacon Act, Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act, Minority Business Enterprise, Women Business Enterprise, Section 3 of the Housing

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- and Urban Development Act of 1968, fair housing and equal opportunity requirement;
- Financial records and reports required by the Program; and
- Records supporting any specific requirements of the Housing Programs or the CDBG-DR allocations.
- Please note that the PRDOH will not pay for any work not documented in the PRDOH system of record.
- Any other task necessary for the proper document control management.

#### **0.5. Accounting and Reporting**

- Provide status reports on a regular basis to keep the PRDOH informed of progress.
- As requested, meet with the PRDOH to discuss the status of the project, applicant concerns, and any other issues that may have risen during the administration of the CEWRI Program.
- Provide the PRDOH with project progress reports on demand.
- Report on information that includes project activity deemed critical by the PRDOH.
- Compile and review information necessary to prepare efforts required under HUD regulations.
- Account for, and reconcile, (a) all federal funds requested and drawn from HUD and awarded to grant recipients, (b) all funds returned by applicants and their insurance companies (through the insurance subrogation process), (c) all funds deposited by applicants to reduce duplicative benefits potential award gap, and (d) all other funds returned by applicants and those who decided to no longer participate in any of the CEWRI Program.
- Review and submit recommendations for approval of CDBG-DR funding requests if needed.
- Any other task necessary to ensure proper accounting and reporting as related to the programs.

  
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## **0.6. Applicant Relations**

- Setting up a team to receive and handle calls forwarded from the CDBG-DR Call Center. The Proposer will receive calls from the CDBG-DR Call Central Call Center with potential applicants for the Proposer staff to guide them through the application process; collect eligibility, and other documents; and to make sure that complaints are properly addressed all throughout the process.
- The portfolio of applications will require the staff to provide program support for inquiries made by the applicants via phone, email, or online web submission.
- Track all inquiries in the PRDOH Grant Management System of Record.
- Coordinate outreach efforts, including call-out campaigns and letter campaigns as required by the PRDOH.
- Provide written correspondence to all applicants to relay the status of their file at critical stages.
- Provide consultation services to applicants as required. This includes providing technical assistance to facilitate communication between applicant and work site personnel for timely completion of construction.
- Respond to applicants within a 48-hour period from the time applicants make any requests.
- Adhere to reasonable customer service standards established by PRDOH. This may include tasks such as sending mass texts to applicants whose applications may be on hold for any number of reasons.
- Assist in the identification of vulnerable populations, along with elected offices such as mayors, develop and execute application intake strategies for specific geographies or applicant demographics.
- Document outreach efforts and outcomes.
- Perform customer satisfaction analysis during and at the end of the program of the worked performed the program and provide feedback on corrective action if needed during the process that resulted from the analysis

  
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- Any other task necessary to ensure proper relations of the Proposer with its assigned applicants.

**Task 1 Complete Applications and Pre-Installation Assessment Review**

The Program Manager shall be responsible for the collection of all required information related to eligibility and duplication of benefits analysis. The Program Manager will submit application packages, including all required documentation, to the PRDOH for the corresponding eligibility and final award amounts determination. Also, any notary services required in the eligibility process shall be included as part of the Program Management services. This task shall be performed by case and include the following:

**1.1. Intake**

- Perform and assist PRDOH in the outreach for the promotion of the Program that includes but is not limited to prepare and send physical and electronic correspondence and notifications via mail and electronically through the PRDOH Grant Management System of Record, and any other communication venues.
- Receive and process all applicants referred by a CDBG-DR Program, including R3 Program. Intake will be done using CDBG-DR Program applications from a web-site or phone or the PRDOH Grant Management System of Record.
- Perform intake activities and reports through the PRDOH Grant Management System of Record.
- Educating and guiding the applicant through the requirements and timing.
- Assisting the applicant in the evaluation of his/her options.
- Provide guidance and support to the applicant through the application and intake process.
- Performing initial application screening and processing, including completeness review and threshold eligibility review.

  
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- Coordinate with R3 Program Managers and Grant Manager to compile and evaluate all eligibility documents that were already evaluated under the R3 Program through the PRDOH Grant Management System of Record.
- Collect and confirm the required documentation for the applicable award such as income documentation, proof of ownership, proof of primary residence, pre-disaster housing conditions and values, status of applicant's property taxes, mortgage, insurance, etc.
- Request to the applicants any additional information that may be required necessary for the eligibility process of the CEWRI Program.
- Interviewing applicants and collecting all relevant information required to make a Benefit Determination and Verification (BDV), including Duplication of Benefits (DOB).
- Evaluating documentation to be later submitted for PRDOH's determination of eligibility for CDBG-DR award based on program and federal requirements.
- Follow due-diligence processes to provide opportunity for applicants to supply missing and supporting information.
- Verifying that information submitted by applicants is recorded in the PRDOH Grant Management System of Record; contact the applicant to resolve any missing or incomplete items.
- Documenting communications with applicants regarding the status of their applications and subsequent related processes.
- The Proposer will have three (3) working days for each case to complete the Intake Tasks included in this section 1.1.
- Any other task necessary to complete the intake process of applicants.

  
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## **1.2. Eligibility**

- Perform eligibility activities and reports through the PRDOH Grant Management System of Record.
- Working in coordination with PRDOH to maintain records and communications for detection and prevention of fraud.
- Documenting communications with applicants regarding the status of their applications and subsequent related processes.
- Obtain the subrogation agreement and the right of entry from the applicant.

### **1.2.1 Applicants Eligibility**

- Confirm applicant proof of ownership documents. Identify owners from recorded documents.
- Perform a review of all documents required from applicants of the Program and third parties and ensure that the provided documents are sufficient according to Program policies and procedures.
- Verification of benefits available to applicants.
- Identify and prevention of any remaining DOB.
- Reviewing receipts provided for previous work and calculating the preliminary amount of funding the applicant is eligible to receive.
- Review all open application, eligibility award determination, and/or owner-occupant issues.

### **1.2.2 Dwelling Eligibility**

- Once the Applicant Eligibility is completed, assign a PRDOH PV system and water storage system contractor to the project through the PRDOH Grant Management System of Record to conduct the Pre-Installation Assessment Visit.
- Once selected, coordinate with the PRDOH PV system and water storage system contractor the case work orders for the pre-installation assessment.

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- Coordinate with the applicant and the PRDOH PV system and water storage system contractor the date and time for the pre-installation assessment visit.
- Review and approve the Pre-Installation Assessment Report by the PRDOH PV system and water storage system contractor to determine project eligibility.
- Mail eligibility, ineligibility or withdrawal confirmation letters or Notifications.
- Advising applicants who are deemed ineligible and informing of the applicable appeals process.
- Provide eligibility decision justification to appeals team.
- The Proposer will have ten (10) working days for each case to complete the Eligibility Tasks included in this section 1.2.
- Any other task necessary to complete the eligibility process of applicants.

The PRDOH will issue payments for completed applications unit, once the Eligibility Notification was mailed to the applicant by the Proposer. PRDOH will pay 50% of the Complete Applications unit cost to the Proposer for applications deemed ineligible after the pre-installation assessment report is reviewed. No payment will be issued by the PRDOH to the Proposer for applications were the applicant withdraws from the CEWRI Program. Also, Selected Proposer may be required to perform intake tasks during weekends (i.e. Saturdays and Sundays).

**Task 2 Scope of Work Review and Program Award Coordination**

The Proposer shall be responsible for coordinating with the PRDOH PV system and water storage system contractor, for the quality control and quality assurance of all documentation related to the assessment and scope of work to be perform on the eligible properties. Once the Case Scope of Work is approved by PRDOH, the Proposer will have five (5) working days to coordinate, schedule, and perform the award meeting with the applicant and the PRDOH PV system and water storage system contractor at the applicant's property. Also, any notary services required for the award coordination process shall be included as part of the Program

  
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Management services. This task shall be completed once a notice to proceed with works is issued to the PRDOH PV system and water storage system contractor. This task shall be performed by each eligible case and will include the following:

- Review and approve the Case Scope of Work and Project Design to be performed by the PRDOH PV system and water storage system contractor as per the approved Pre-Installation Assessment Report.
- Perform final review of the work order, file, and Project Design and conduct review of submitted specifications and submittals by the installer/contractor.
- When applicable, ensure that the environmental reviews of applicable cases have been performed prior to any construction or installation work being performed and approved and that the environmental review has been approved.
- Perform the award visit including but not limited to the following
  - Performed award visit to each applicant's property to conduct the Project Grant Agreement.
  - Perform orientation to Applicants of the measures that are being offered and that may be installed in the unit.
  - Inform the applicant about the award and provide him with guidance as to the next steps to be taken by the Program.
  - Ensure that the applicant is informed about the process, the works to be performed, and the conditions of the award prior to any work being performed.
  - Explain and guide the applicant through the grant agreement documentation and obtain the grant agreement from the applicant duly signed. Record the grant agreement with appropriate jurisdictional entity.
  - Report and document project award visit in PRDOH Grant Management System of Record.

  
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- Coordinate with the applicant and the PRDOH PV system and water storage system contractor the date and time for installation of the equipment.
- Developed and send to the installer/contractor the Notice to Proceed for the installation of the applicable measures.
- Any other task necessary to ensure proper coordination of works with the PRDOH PV system and water storage system contractor.

The Proposer will have fifteen (15) working days for each case to complete Task 2: Scope of Work Review and Program Award Coordination.

The PRDOH will issue the payments for the Scope of Work review and Program Award Coordination unit, once the task order is awarded to the applicant and the Proposer issues a Notice to Proceed with the works to the selected PRDOH PV system and water storage system contractor .

### **Task 3 Final Inspection, Payment Requests & Closeout**

The Program Manager shall be responsible for certifying work completed by the CEWRI Program's PV system and water storage system contractor. For this purpose, the Program Manager shall conduct final inspections of works completed by the CEWRI Program's PV system and water storage system contractor under contract by the PRDOH. Such inspections must be conducted by a competent professional, as described in the Staff Requirement section. This task shall be performed by case and include the following:

#### **3.1. Coordination of Final Inspection**

- Review Pre-Inspection Package documentation submitted by the PRDOH PV system and water storage system contractor in support to the requested CEWRI Inspection as to ensure that current works performed merit the Final Inspection. If documentation submitted by the PRDOH PV system and water storage system contractor does not merit a Final Inspection, the Program Manager shall deny the Final Inspection request to the PRDOH PV system and

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water storage system contractor and state the reasons as to why the CEWRI Inspection was denied.

- If the PRDOH PV system and water storage system contractor request merits an inspection, the Program Manager shall coordinate with the PRDOH PV system and water storage system contractor, the applicant, and the assigned Inspector the date and time of the CEWRI Inspection.
- The assigned Inspector shall be acquainted with the works performed by the PRDOH PV system and water storage system contractor prior to works being inspected.
- Any other task necessary to properly coordinate the Final Inspection.

### **3.2. Final Inspection**

- Visit the project site along with the PRDOH PV system and water storage system contractor and inspect works for overall quality standards.
- Assess compliance of the work performed with the project scope of work.
- Take photographic evidence of the work performed.
- Assess materials and/or equipment incorporated to the project by the PRDOH PV system and water storage system contractor and ensure that such materials and/or equipment are in compliance with approved items of the Program.
- Ensure that the warranty package is delivered to the applicant.
- Collect customer satisfaction surveys of the applicant at the end of the inspection process and report any findings resulting from the survey.
- Any other task to ensure that a complete and throughout inspection is performed at the field.

### **3.3. Report on Final Inspection**

- Prepare a report, using the Program templates, on the compliance of the work performed by the PRDOH PV system and water storage system contractor.
  - Include a brief narrative of the overall assessment of the project's compliance.

  
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- Include photographic evidence that supports the project works.
- Indicate in the report any non-compliance items identified during the inspection.
- Ensure that the progress inspection is performed by someone with the knowledge necessary to conduct a robust assessment of the installation measures.
- Include any other information pertinent to the findings of the Final Inspection.
- Perform certification and approval of the inspection work and reports.
- If required by federal, state, or local laws or regulations, submit the report to pertinent third-party regulatory entities such as OGPe or PREPA.
- Submit Final Inspection Report to PRDOH.

#### **3.4. Review of Final Report & Payment Request**

- Collect all appropriate information and record documents to meet the standards set forth by the CDBG-DR and the PRDOH at the onset of every project.
- Provide assurance that all appropriate bonding and insurance requirements are in place.
- Monitor and collect documentation to support Davis-Bacon Act requirements, when applicable.
- Review the PRDOH PV system and water storage system contractor Payment Request Report.
- Report for compliance and overall completeness.
- Submit the report to the PRDOH and the PRDOH PV system and water storage system contractor. This report shall become part of the PRDOH PV system and water storage system contractor's application for payment.
- Review and provide recommendation for approval of contractor's payment request.
- Assist in the review and submittal of properly completed and compliance CDBG-DR funding requests to the PRDOH finance division.

  
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- Track grant expenditures of CDBG-DR funds.
- Complete performance evaluation of construction contractor at the completion of the project.
- Any other task necessary to ensure compliance of the reports and the processing of payments to contractors.

### **3.5. Closeout**

- The Proposer shall be responsible for the final closeout of applications once all work under an award is completed.
- Ensure that PRDOH PV system and water storage system contractor have completed all tasks required by the award to the applicant by PRDOH.
- Review project list for closeout operations.
- Ensure that all supporting documentation is included in the application file of the PRDOH Grant Management System of Record.
- Ensure compliance with 2 CFR 200 Subpart F, 24 CFR 570.509, CPD Closeout Notices, and DR Closeout Process, as may be applicable to the application. Any other task necessary to ensure the proper closeout of the CEWRI Application.

The Proposer will have fifteen (15) working days for each case to complete Task 3: Final Inspection, Payment Requests & Closeout (including section 3.1-3.5).

Inspection Reports shall be completed and submitted to the PRDOH within a 3-day period of the actual on-site inspection being performed. PRDOH PV system and water storage system contractor Invoices shall be reviewed, and comments (if any) issued to the Contractor, within a 5-day period of the Proposer receiving the draft invoice documents.

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

  
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full inspection. This in consideration that the follow-up inspection will not have the same scope as the original inspection. For follow-up inspections the Proposer only needs to inspect items that failed during the original inspections. The follow-up inspection report will be developed in such a way that it supplements the original Final Inspection report.

The PRDOH will issue the payments for the Final Inspection, Payment Requests & Closeout unit, once all the case supporting documentation is included in the application file of the PRDOH Grant Management System of Record.

#### **4. Additional Services (Allowance)**

Specific cases may require additional services to the ones stated above from the Proposer. For such services, the contract shall include an allowance and the Proposer shall provide the PRDOH with unit pricings of the additional tasks to be performed. No additional task may be performed by the Proposer without authorization of 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.

Identified additional task at the moment are as follows:

##### **4.1 Environmental Review:**

The specific services required under this task include, but are not limited to, initiating meetings with PRDOH staff and any project partners. For each project, Proposer will conduct environmental reviews (including required publication of notices) on an as-needed basis in accordance with the required level of clearance. Environmental reviews must comply with the requirements of the Supplemental

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Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), the National Environmental Policy Act (including implementing regulations at 40 CFR 1500 and 24 CFR 58), the Environmental Public Policy Act of Puerto Rico, as amended (Law Num. 416-2004), and the Puerto Rico Permit Process Reform, as amended (Law Num. 161-2009), along with any other local environmental review requirements. For the applicable case, the Proposer will create an Environmental Review Record ("ERR") meeting the above legal requirements and documenting PRDOH's review and compliance with the related federal authorities listed in 24 CFR 58.

For the applicable case, the Proposer will assess the feasibility of the proposed project in relation to the required level of environmental review and make a recommendation to PRDOH as to the appropriate level of review (e.g. Environmental Assessment, Categorically Excluded, etc.). The Proposer will be responsible for coordinating with the PRDOH to assure permits and/or compliance documentation is obtained for each ERR.

This task requires the Proposer to have the capability to evaluate potential environmental impacts of proposed activities in the following substantive areas: land use, zoning, and public policy; socioeconomic conditions shadows; historic resources (including historic districts, buildings, structures, sites, and objects); urban design and visual resources; natural resources; hazardous materials assessment; public health; neighborhood character; environmental justice; construction impacts; and alternatives to the proposed activities

## **5. Deliverables**

Deliverables shall be considered those tangibles and resulting work products which are to be delivered to the PRDOH. All deliverables and resulting work products from this contract will become the property of the PRDOH. The Proponent shall certify the accurateness of its deliverables to the PRDOH.

  
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The key deliverables to be provided include, but are not limited to, the following:

- Complete Application Monthly Report that may include but not limited to the following: # of potential applicants by program; # of applications received; % of application reviewed; % of eligible applicants; % LMI eligible applicants; # of Preliminary eligibility notifications sent; # of work orders for the pre-installation assessment visit; # of assigned cases to the PRDOH PV system and water storage system contractor; % of Pre-Installation Assessment Report reviewed, and approved, and any additional indicator required by the PRDOH.
- Under the Complete Application and Assessment Review tasks, submit the following documents to PRDOH: Preliminary eligibility notifications; work orders for the pre-installation assessment visit; Pre-Installation Assessment Report, and any additional document required by the PRDOH.
- Scope of Work Review and Program Award Coordination Monthly Report that may include but not limited to the following: % of reviewed and approved Case Scope of Work; % of reviewed and approved Project Design to be performed by the PRDOH PV system and water storage system contractor; # of Environmental Review performed; # of award visit; % of awards granted; # of Issue Notice to Proceed (NTPs), and any additional indicator required by the PRDOH.
- Under the Scope of Work Review and Program Award Coordination tasks, submit the following documents to PRDOH: approved Case Scope of Work; approved Project Design to be performed by the PRDOH PV system and water storage system contractor; Environmental Review report performed; awards granted; issued Notice to Proceed, and any additional document required by the PRDOH.
- Final Inspections, Payment Requests & Closeout Monthly Report that may include but not limited to the following: % of installations that started on-time; # of Household completed/month; Avg. timeframe of completion since assigned; % inspection assigned; # inspections approved/month; # inspections approved with notes/month; % Avg. timeframe for inspections

  
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to be completed; % of satisfied customers per month; % payment request; # of cases closed/month, and any additional indicator required by the PRDOH.. Under the Final Inspections, Payment Requests & Closeout tasks, submit the following documents to PRDOH: inspections reports; customer satisfaction survey and report; payment request, and any additional document required by the PRDOH.

The Proposer will have five (5) calendar days after the closing of the previous month to submit the monthly report to PRDOH.

The Proposer shall be responsible for completing the activities outlined in this Scope of Services. The Selected Proposer shall assist PRDOH by providing additional resources to accomplish assignments authorized by the PRDOH.

**END OF SCOPE OF WORK**



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DEPARTMENT OF

**HOUSING**

GOVERNMENT OF PUERTO RICO

## Attachment II

### **ATTACHMENT D COMPENSATION SCHEDULE (Revised for Amendment C)**

#### **PROGRAM MANAGEMENT SERVICES FOR THE COMMUNITY ENERGY AND WATER RESILIENCE INSTALLATIONS PROGRAM (CEWRI) TIDAL BASIN CARIBE, LLC**

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

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

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

PRDOH reserves the right to modify or delete the tasks listed and, if appropriate, add additional tasks prior to and during the term of the contemplated contract. The term

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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.

**Table 1- Key Staff**

Key Staff Position	FTE	Hours Per Month	Fully Loaded Rate <sup>1</sup>	Total Per Month
Program Manager	1	180	\$189.33	\$34,079.40
Operations Manager	1	180	\$160.21	\$28,837.80
Complaints Officer	1	180	\$72.82	\$13,107.60
Safety Officer	1	180	\$123.80	\$22,284.00

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

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Amendment C to the Agreement for Program Management Services  
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Environmental Specialist	1	180	\$83.22	\$14,979.60
<b>Maximum Per Month</b>				<b>\$113,288.40</b>
<b>Sub-Total Cost for 36 months</b>				<b>\$4,078,382.40</b>
<b>Rounding Remainder<sup>2</sup></b>				<b>\$6.84</b>
<b>Total for 36 months</b>				<b>\$4,078,389.24</b>

**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 <sup>3</sup>	Total Per Month
Program Manager	1	180	\$189.33	\$34,079.40
Operations Manager	1	180	\$160.21	\$28,837.80
Complaints Officer	1	180	\$72.82	\$13,107.60
Safety Officer	1	180	\$123.80	\$22,284.00
Environmental Specialist	1	180	\$83.22	\$14,979.60

<sup>2</sup> Represents the difference between the Sub-Total for 36 months in **Table 1** and the Key Staff Maximum Cost for three (3) years in the Contractor's BAFO due to the rounding issues depicted in Note 1. This amount, through a contract amendment or budget redistribution could be re-allocated, if needed, for services performed by the Contractor under the Scope of Work.

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

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<b>Maximum Per Month</b>	<b>\$113,288.40</b>
<b>Sub-Total Cost for 12 months</b>	<b>\$1,359,460.80</b>
<b>Rounding Remainder<sup>4</sup></b>	<b>(\$6.84)</b>
<b>Total for 12 months</b>	<b>\$1,359,453.96</b>

**Table 1C** 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 C.

**Table 1C- Key Staff**

Key Staff Position	FTE	Hours Per Month	Fully Loaded Rate <sup>5</sup>	Total Per Month
Program Manager	1	180	\$189.33	\$34,079.40
Operations Manager	1	180	\$160.21	\$28,837.80
Complaints Officer	1	180	\$72.82	\$13,107.60
Safety Officer	1	180	\$123.80	\$22,284.00
Environmental Specialist	1	180	\$83.22	\$14,979.60
			<b>Maximum Per Month</b>	<b>\$113,288.40</b>

<sup>4</sup> Represents the difference between the Sub-Total for 36 months in **Table 1** and the Key Staff Maximum Cost for three (3) years in the Contactor'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.

<sup>5</sup> The Contractor was required by the RFP to provide its pricing using Labor Hourly Rates for each Key Staff Position. These Labor Hourly Rates did not include Overhead and Profit. Overhead and Profit were provided by the Contractor as percentages which were then multiplied by the resulting monthly cost of the Key Staff positions to determine the Key Staff Maximum Monthly Total. The Key Staff Maximum Monthly total was then multiplied by 36 months to arrive at the Key Staff Maximum Cost for three (3) Years (36 months). The Fully Loaded Rate used in **Table 1** is the resulting rate of applying the Contractor's Overhead and Profit Percentages to each Key Staff Position, not just the total resulting amount per month. As an example, the calculation for the Complaints Officer position is as follows:  $\$44.24 + \$44.24 \times 56.6\% + \$44.24 \times 8.0\% = \$72.82$  per hour. Due to inherent rounding issues in the calculation (i.e. calculations being exact but currency values only allowing for two (2) significant figures), there may be slight discrepancies between the rates shown in **Table 1** and a manual calculation of the Fully Loaded Rates. These are negligible and only result in a \$6.84 or 0.00017% difference between the resulting Total Cost for 36 Months in **Table 1** and the Key Staff Maximum Cost for three (3) years in the Contactor's BAFO.

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Amendment C to the Agreement for Program Management Services  
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**Total Cost for 12 months**      **\$1,359,460.80**

**Table 1D** 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 C (Totals from Table 1 + Table 1B + Table 1C).

**Table 1D- Key Staff**

Key Staff Position	FTE	Hours Per Month	Fully Loaded Rate <sup>6</sup>	Total Per Month
Program Manager	1	180	\$189.33	\$34,079.40
Operations Manager	1	180	\$160.21	\$28,837.80
Complaints Officer	1	180	\$72.82	\$13,107.60
Safety Officer	1	180	\$123.80	\$22,284.00
Environmental Specialist	1	180	\$83.22	\$14,979.60
<b>Maximum Per Month</b>				<b>\$113,288.40</b>
<b>Sub-Total Cost for 60 months</b>				<b>\$6,797,304.00</b>
<b>Total for 60 months</b>				<b>\$6,797,304.00</b>

**Total Budget for Key Staff, for a period of 60 months, is [A] is \$6,797,304.00.**

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

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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 <sup>7</sup>	Total Cost
<b>Task 1:</b> Complete Applications and Pre-Installation Assessment Review	6,000	\$552.89	\$3,317,347.00
<b>Task 2:</b> Scope of Work Review and Program Award Coordination	6,000	\$761.83	\$4,571,003.20
<b>Task 3:</b> Final Inspection, Payment Requests & Closeout	6,000	\$959.40	\$5,756,420.10
<b>Sub-Total</b>			<b>\$13,644,770.30</b>
<b>Rounding Remainder<sup>8</sup></b>			<b>(\$50.30)</b>
<b>Total for 36 months</b>			<b>\$13,644,720.00</b>

<sup>7</sup> The Contractor was required by the RFP to provide its pricing using a Base Unit Cost Overhead and Profit. Overhead and Profit were provided by the Contractor as percentages which were then multiplied by the resulting Sub-Total Cost of combining the quantities and Unit Cost of each task. The Fully Loaded Unit Cost used in **Table 2** is the resulting Unit Cost of applying the Contractor's Overhead and Profit Percentage to each Task, not just the total resulting amount of all tasks and their quantities. As an example, the calculation for Task 1 is as follows:  $\$335.90 + \$335.90 \times 56.6\% + \$335.90 \times 8.0\% = \$552.89$  per Task. Due to inherent rounding issues in the calculation (i.e. calculations being exact but currency values only allowing for two (2) significant figures), there may be slight discrepancies between the rates shown in **Table 2** and a manual calculation of the Fully Loaded Unit Costs. These are negligible and only result in a \$0.30 or 0.0000026% difference between the resulting Sub-Total in **Table 2** and the Total Cost in the Contractor's BAFO.

<sup>8</sup> Represents the difference between the Sub-Total in **Table 2** and the Total Cost in the Contractor's BAFO due to the rounding issues depicted in Note 3. The amount, through a contract amendment or budget redistribution could be re-allocated, if needed, for services performed by the Contractor under the Scope of Work.

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**Table 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 <sup>3</sup>	Total Cost
<b>Task 1:</b> Complete Applications and Pre-Installation Assessment Review	1,000	\$552.89	\$552,890.00
<b>Task 2:</b> Scope of Work Review and Program Award Coordination	1,000	\$761.83	\$761,830.00
<b>Task 3:</b> Final Inspection, Payment Requests & Closeout	0	\$959.40	\$0
		<b>Sub-Total</b>	<b>\$1,314,720.00</b>
		<b>Total</b>	<b>\$1,314,720.00</b>

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

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

Task	Quantity	Fully Loaded Unit Cost <sup>3</sup>	Total Cost
<b>Task 1:</b> Complete Applications and Pre-Installation Assessment Review	1,000	\$552.89	\$552,890.00
<b>Task 2:</b> Scope of Work Review and Program Award Coordination	1,000	\$761.83	\$761,830.00
<b>Task 3:</b> Final Inspection, Payment Requests & Closeout	2,000	\$959.40	\$1,918,800.00
		<b>Sub-Total</b>	<b>\$3,233,520.00</b>
		<b>Total</b>	<b>\$3,233,520.00</b>

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**Table 2D** presents the Proposed Task Unit Costs as per Amendment C (Totals from Table 2A + Table 2B + Table 1C)

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

Task	Quantity	Fully Loaded Unit Cost <sup>9</sup>	Total Cost
<b>Task 1:</b> Complete Applications and Pre-Installation Assessment Review	8,000	\$552.89	\$4,423,120.00
<b>Task 2:</b> Scope of Work Review and Program Award Coordination	8,000	\$761.83	\$6,094,640.00
<b>Task 3:</b> Final Inspection, Payment Requests & Closeout	8,000	\$959.40	\$7,675,200.00
<b>Sub-Total</b>			<b>\$18,192,960.00</b>
<b>Total for 60 months</b>			<b>\$18,192,960.00</b>

**The total Subtasks services budget for Program Management Tasks [B] is \$18,192,960.00.**

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

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

<sup>9</sup> The Contractor was required by the RFP to provide its pricing using a Base Unit Cost Overhead and Profit. Overhead and Profit were provided by the Contractor as percentages which were then multiplied by the resulting Sub-Total Cost of combining the quantities and Unit Cost of each task. The Fully Loaded Unit Cost used in **Table 2** is the resulting Unit Cost of applying the Contractor's Overhead and Profit Percentage to each Task, not just the total resulting amount of all tasks and their quantities. As an example, the calculation for Task 1 is as follows:  $\$335.90 + \$335.90 \times 56.6\% + \$335.90 \times 8.0\% = \$552.89$  per Task. Due to inherent rounding issues in the calculation (i.e. calculations being exact but currency values only allowing for two (2) significant figures), there may be slight discrepancies between the rates shown in **Table 2** and a manual calculation of the Fully Loaded Unit Costs. These are negligible and only result in a \$0.30 or 0.0000026% difference between the resulting Sub-Total in **Table 2** and the Total Cost in the Contractor's BAFO.

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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] = \$25,865,264.00.**

### 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

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considered binding and will not require an amendment to this contract.

**END OF COMPENSATION SCHEDULE**



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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 Program Management Services for the Community Energy and Water Resilience Installation Program (CEWRI Program) by and between the **Puerto Rico Department of Housing** and **Tidal Basin Caribe, LLC**:

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

Individual/Firm	Owner/Principals	Terms/Conditions	Proposed Contract Payable
Institute For Building Technology & Safety (IBTS)	Anjuma Goswami Karkera, CEO	Technical staff to perform program management tasks and service / Residential inspections and assessments	\$2,774,592.37
Quantum Consulting Group, LLC	Daniel J. Galán Kercadó, Managing Member	Technical staff to perform program management tasks and service / Safety inspections and environmental compliance	\$2,090,548.62
SolPro P.S.C.	Miguel E. Perez Garcia, President	Technical staff to perform program management tasks and service / Residential inspections and assessments	\$6,364,108.54
The Consulting Lead, LLC	Gloria M. Fernandez Estebanez, MA, CRA, Principal	Technical staff to perform program management tasks and service / Case management and administration	\$2,414,351.52

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

N/A

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

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

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


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

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

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

I hereby certify under penalty of perjury that the foregoing is complete, true, and correct on this 31st day of March of 2025.

  
\_\_\_\_\_  
Signature

03/31/25  
\_\_\_\_\_  
Date

**Daniel A. Craig**  
\_\_\_\_\_  
Printed Name

**Chief Executive Officer**  
\_\_\_\_\_  
Position

  
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**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.

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



Signature

**Daniel A. Craig**

Printed Name

03/31/25

Date

**Chief Executive Officer**

Position

DC  
CYPP  
CYPP