



DEPARTMENT OF

HOUSING

GOVERNMENT OF PUERTO RICO

AMENDMENT B

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

**AMENDMENT B TO THE AGREEMENT FOR
PROGRAM MANAGEMENT SERVICES
FOR THE ELECTRICAL POWER RELIABILITY (ER2) AND RESILIENCE (CEWRI-CI) PROGRAM
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND**

IEM INTERNATIONAL, INC.

Contract No. 2024-DR0008

Amendment B Contract No. 2024-DR0008B



This **AMENDMENT B TO AGREEMENT FOR PROGRAM MANAGEMENT SERVICES FOR THE ELECTRICAL POWER RELIABILITY (ER2) AND RESILIENCE (CEWRI-CI) PROGRAM (Amendment or AMENDMENT B)** is entered into in San Juan, Puerto Rico, this 20 of August, 2026, by and between the **PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)**, a public agency created under Act No. 97 of June 10, 1972, as amended, 3 LPRA § 441, et seq., known as the Organic Act of the Department of Housing with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by its Associate Secretary, Félix X. Hernández Cabán, of legal age, single, and resident of Trujillo Alto, Puerto Rico; and **IEM INTERNATIONAL, INC. (CONTRACTOR)**, with principal offices in 5420 Wade Park BLVD STE 140, Raleigh, NC, herein represented by Keith Reynolds, in his capacity as Director, Contract Operations & Compliance, of legal age, single, and resident of Baton Rouge, LA, duly authorized by Corporate Resolution issued by the CONTRACTOR; collectively referred to as the "**Parties**".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on August 21, 2023, the PRDOH and the CONTRACTOR entered into an Agreement for Program Management Services for the Electrical Power Reliability (ER2) and Resilience (CEWRI-CI) Program under the CBDG-DR Energy and CDBG-MIT Programs, registered under Contract No. **2024-DR0008**, for a maximum amount not to exceed **TEN MILLION THREE HUNDRED SIXTY-EIGHT THOUSAND NINE HUNDRED FORTY-FIVE DOLLARS (\$10,368,945.00)**, ending on August 20, 2026 (**Agreement or Contract**).

WHEREAS, on February 11, 2026, the Parties executed **Amendment A** to the Contract, Contract Number **2024-DR0008A ("Amendment A")**. Via **Amendment A** to modify Attachment C (Compensation Schedule) in order to realign internal budget allocations to support evolving program priorities while ensuring full compliance with the terms and conditions of the contract executed. Also, modifications to **Article XX. NOTICES, Article XXV. MEMORANDUM NO. 2021-003; CIRCULAR LETTER 001-2021 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**

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PRESUPUESTO), Article XXVI. MEMORANDUM NO. 2021-029; CIRCULAR LETTER NO. 013-2021 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (OFICINA DE LA SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO) AND MEMORANDUM NO. OSG-2025-002; CIRCULAR LETTER NO. 006-2025 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (OFICINA DE LA SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO), Article XXX. CDGB-DR/MIT POLICIES AND PROCEDURES, Article XLVIII. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS, and Article LI. RECAPTURE OF FUNDS will be incorporated via this Amendment. Moreover, **Attachment C** (Compensation Schedule), **Attachment F** (HUD General Provisions), **Attachment G** (Contractor Certification Requirement), and **Attachment H** (Non-Conflict of Interest Certification), are being replaced with updated versions.

WHEREAS, this **AMENDMENT B** is not intended to affect nor does it constitute an extinctive novation of the obligations of the Parties under the Agreement but is rather a modification and amendment of certain terms and conditions under the Agreement.

WHEREAS, each party represents that the person executing this Amendment has the necessary legal authority to do so on behalf of the respective party.

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NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the PRDOH and the CONTRACTOR agree as follows:

II. SAVINGS CLAUSE

The information included in this **AMENDMENT B** serves the purpose of modifying and amending certain terms and conditions under the Agreement, as established in the following Articles III and IV of this **AMENDMENT B**. All other provisions of the original Agreement, including its attachments, shall continue to be in full force and effect.

III. SCOPE OF AMENDMENT

In order to achieve the Program goals, the duration of the Agreement will be extended by **twenty-four (24) months** for a total of **sixty (60) months**. For that reason, the Parties acknowledge and agree that is necessary to amend the **END TERM** of the Agreement and extend it to **August 20, 2028**.

Likewise, the Parties acknowledge and agree that it is necessary to increase the Total Authorized Budget by **SEVEN MILLION EIGHT HUNDRED SIX THOUSAND SEVEN HUNDRED FORTY-SIX DOLLARS (\$7,806,746.00)**, from **TEN MILLION THREE HUNDRED SIXTY-EIGHT THOUSAND NINE HUNDRED FORTY-FIVE DOLLARS (\$10,368,945.00)** to **EIGHTEEN MILLION ONE HUNDRED SEVENTY-FIVE THOUSAND SIX HUNDRED NINETY-ONE DOLLARS (\$18,175,691.00)**. Therefore, a modification to Attachment C (Compensation Schedule) is needed in order to realign internal budget allocations to support evolving program priorities while ensuring full compliance with the terms and conditions of the contract executed.

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Modifications to **Article II. TERM OF THE AGREEMENT**, **Article IV. COMPENSATION AND PAYMENT**, **Article XII. TERMINATION "G"**, **Article XX. NOTICES**, **Article XLVIII. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS** and **LI. RECAPTURE OF FUNDS** are being incorporated to the Agreement. Furthermore, **Attachment C** (Compensation Schedule), **Attachment G** (Contractor Certification Requirement), and **Attachment H** (Non-Conflict of Interest Certification), are being replaced with updated versions.

IV. AMENDMENTS

A. **Modify Article II. TERM OF THE AGREEMENT.** The section is modified to read 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 **August 20, 2028**.*

[...]

B. **Modify Article IV. COMPENSATION AND PAYMENT.** The section is modified to read as follows:

[...]

B. The PRDOH will pay the CONTRACTOR, for the allowable services performed during the term of this Agreement, a maximum amount not to exceed **EIGHTEEN MILLION ONE HUNDRED SEVENTY-FIVE THOUSAND SIX HUNDRED NINETY-ONE DOLLARS (\$18,175,691.00)**; **Account Numbers esp-ier2doh-lmi 6090-60-000 and esp-ier2doh-un 6090-60-000**.

[...]

C. The Parties agree to amend **Article XII. TERMINATION**, paragraph **G**. The section is modified to read as follows:

[...]

G. Period of Transition: *Upon termination or expiration of this Agreement, PRDOH may, at its sole discretion, amend the Agreement to extend its term for up to one hundred eighty (180) calendar days, with the option of two (2) additional extensions of ninety (90) consecutive calendar days each (the "Transition Period"). During the Transition Period, the CONTRACTOR shall complete all pending tasks, carry out the Closeout process; must deliver to PRDOH all finished and unfinished records (including*

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files, data, and work product) related to this Agreement; make itself available to assist PRDOH with the transition of services assigned by PRDOH; and provide such assistance as PRDOH may reasonably request to facilitate the orderly transfer of responsibilities for the performance of the Services to PRDOH or a third party designated by PRDOH.

- D. The Parties agree to amend **Article XX. NOTICES**. The section is modified to read as follows:

[...]

To: PRDOH

Félix X. Hernández Cabán

Associate Secretary

Puerto Rico Department of Housing

606 Barbosa Ave.

Juan C. Cordero Davila Bldg.

San Juan, Puerto Rico 00918

[...]

- E. **Article XLVIII. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS** of the Agreement is being updated as follows:

A. Consolidation or Merger

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

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Upon the consolidation or the merger becoming effective and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not be limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment. **No amendment to the Agreement will be necessary if the Subrecipient, Contractor, or Subcontractor becomes the surviving entity following a merger.**

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

B. Change of Name

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

Upon the change of name becoming effective and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment.

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

C. Dissolution

In the event that the signing party (e.g., Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for dissolution of the entity, written notice of such decision or event shall be delivered to the PRDOH Legal Division at contractscdbgdr@vivienda.pr.gov **at least fifteen (15) days** prior to the effective date of such event. The notice shall include, but not be limited to, a description of the expected effective date

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of the dissolution; and contact information of one or more of its directors, officials, or agents. Upon dissolution becoming effective and supporting evidence of such event is notified to PRDOH, termination of the Agreement will follow. Consequently, the signing party acknowledges and agrees to provide to the PRDOH, after termination of the Agreement, the assistance reasonably requested to facilitate the orderly transfer of responsibility for the performance of the tasks or services to the PRDOH or a third party designated by the PRDOH. Moreover, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH following the Agreement termination.

- F. The Parties agreed to amend **Article XLIX. RECAPTURE OF FUNDS**. The section is modified to read as follows:

PRDOH may recapture payments it makes to CONTRACTOR that
(i) exceed the maximum allowable rates; (ii) are not allowed under applicable laws, rules, or regulations; or (iii) are otherwise inconsistent with this Agreement, including any unapproved expenditures. CONTRACTOR must refund such recaptured payments within the term specified by PRDOH via notification, as per CDBG-DR/MIT Program Recapture of Funds Policy which may be found at <https://recuperacion.pr.gov/en/download/recapture-of-funds-policy/> for the English version; or <https://recuperacion.pr.gov/download/politica-de-recaptura-de-fondos/> for the Spanish version.

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G. A revised **ATTACHMENT C** (Compensation Schedule) is being replaced by an updated version of Attachment C (Compensation Schedule) hereto incorporated by reference into the Agreement. The Compensation Schedule below reflects the level of effort adjusted for Key and Additional Staff and no longer includes positions that have been eliminated based on the current and future ER2 Program needs. The updated format streamlines operational functions like budgeting and invoicing, while remaining aligned with the original intent where the effort expended by the different positions within a group may vary but not exceed the Total Cost for the group of Key Staff or Additional Staff. (**Attachment I** of this Amendment).
- H. A revised **ATTACHMENT G** (Contractor Certification) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **ATTACHMENT G** (Contractor Certification). (**Attachment II** of this Amendment).

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

V. HEADINGS

The titles of the paragraphs of this Amendment are solely for reference purposes and the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Amendment.

VI. FEDERAL FUNDING

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The fulfillment of the Agreement, as amended, is based on those funds being made available to the PRDOH as the lead administrative agency for Recovery. All expenditures under the Agreement, as amended, must be made in accordance with the Agreement, as amended, the policies and procedures promulgated under the CDBG-DR/MIT 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/MIT Programs 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

KR 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

PK If any provision of this Amendment shall operate or would prospectively operate to invalidate the Amendment in whole or in part, then such provision only shall be deemed severed and the remainder of the Amendment shall remain operative and in full effect.

XII. COUNTERPARTS

This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, however, all of which together shall constitute one and the same instrument. If the Amendment is not executed by the PRDOH within **thirty (30) days** of execution by the other party, this Amendment shall be null and void.

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

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

Accordingly, given that the agreements under CDBG-DR/MIT 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/MIT Program. These funds are

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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.

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

XV. SURVIVAL OF TERMS AND CONDITIONS

The terms and conditions of this Amendment related to the following subjects shall survive the termination or expiration of this Amendment: interpretive provisions; consideration; warranties; general affirmations, federal assurances, federal and state certifications; CDBG-DR/MIT and state funding, recapture of CDBG-DR/MIT and/or state funds, overpayment of CDBG-DR/MIT and/or state funds; ownership and intellectual property, copyright; records retention methods and time requirements; inspection, monitoring, and audit; confidentiality; public records; indemnification and liability; infringement of intellectual property rights; independent contractor relationship; compliance with laws; notices; choice of law and venue; severability; dispute resolution; consolidations, merger, change of name, and dissolution. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Amendment shall so survive.

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

On April 28, 2025, PRDOH issued 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.

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

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

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

PUERTO RICO DEPARTMENT OF HOUSING

IEM INTERNATIONAL, INC.

Félix X. Hernández Cabán
Associate Secretary

Keith Reynolds (Aug 20, 2026 15:47:47 CDT)

Keith Reynolds
Director, Contract Operations and Compliance



DEPARTMENT OF

HOUSING

GOVERNMENT OF PUERTO RICO



ATTACHMENT I

ATTACHMENT C

COMPENSATION SCHEDULE

Innovative Emergency Management, Inc.

Program Management Services for ER2

Request for Proposals No. CDBG-DRMIT-RFP-2022-08

The following section contains cost information that considers the quantity of resources and rate per hour provided by the Program Management Services firm through their Price Form in compliance with the Request for Proposals (RFP) CDBG-DRMIT-RFP-2022-08.

Key Staff (\$9,898,116.00)	Estimated Qty. of Resources	Rate Per Hour
Program Manager	1	\$210.00
Environmental Compliance Officer	1	\$153.00
Regulatory Compliance Officer	1	\$160.00
Energy Regulatory Compliance Officer	1	\$185.00
Operations Manager	1	\$172.00
Financial Manager	1	\$126.00
Additional Staff (\$7,657,575.00)	Estimated Qty. of Resources	Rate Per Hour
Deputy Program Manager	1	\$175.00
Quality Control Manager	1	\$125.00
Construction Oversight Managers	1	\$140.00
Architects/Engineers	2	\$165.00
Program Advisors	1	\$225.00
Program and Project Management Consultants	0.1	\$275.00
Subject Matter Experts – Project Management	6	\$125.00
Contract Summary		
Total Cost Per 60 Months – Key Staff		\$9,898,116.00
Total Cost Per 60 Months – Additional Staff		\$7,657,575.00
Total Allowance		\$620,000.00
TOTAL COST OF STAFF AND ALLOWANCES FOR 60 MONTHS		\$18,175,691.00

The following Price Form notes will apply to all recommended distribution mentioned above.

Notes on Key Staff Costs

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- 1) Key Staff are expected to work for the ER2 Program.
- 2) Estimated Quantity of Resources represents the estimated quantity of personnel to be employed for each position. It should not be interpreted as a cap on the allowed quantity of staff.
- 3) Rate Per Hour includes overhead, profit, royalties, reimbursements, travel, fringe benefits, taxes, as well as any other additional fees and administrative costs applicable to the services.
- 4) Key Staff Sub-Total Cost represents the maximum amount that the Contractor is allowed to invoice for the Key Staff positions.
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Notes on Additional Staff for ER2 Program Costs

- 1) Additional Staff are expected to work for the ER2 Program. The quantities and amounts in the Additional Staff for the ER2 Program Cost Table are those pertaining to the expected efforts on the ER2 Program.
- 2) Estimated Quantity of Resources represents the quantity of Additional Staff that is expected to be assigned to work on the ER2 Program. This includes Additional Staff working on a full- or part-time basis for the ER2 Program. Although this should not be interpreted as a cap on the allowed quantity of staff per position, prior approval from PRDOH is needed for increasing the Estimated Quantity of Resources for a specific position to address implementation needs, as well as for hiring new staff to fill currently vacant positions.
- 3) Rate Per Hour includes overhead, profit, royalties, reimbursements, travel, fringe benefits, taxes, as well as any other additional fees and administrative costs applicable to the services.
- 4) Additional Staff Sub-Total Cost represents the maximum amount that the Contractor is allowed to invoice for the Additional Staff positions of the Program Management Services for the ER2 Program.

General Notes on Compensation Schedule

- 1) In the Contract Summary, the Total Cost of Staff and Allowances for 60 Months represents the total cost for Program Management Services for the ER2 Program, including contract allowances for Additional Services.

END OF COMPENSATION SCHEDULE



DEPARTMENT OF
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ATTACHMENT II

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

IEM INTERNATIONAL, INC.

The following is hereby certified to the Oversight Board regarding the request for authorization to amend the contract for **Program Management Services for the Electric Power Reliability and Resilience Program (ER2)** by and between the **Puerto Rico Department of Housing** and **IEM International, Inc.:**

The expected contractor's subcontractors in connection with the contract¹ are the following:

	Principal(s)	Ownership	Estimated Amount	Role
McCloskey, Bonnin Valuation Group, PSC	Robert F. McCloskey Díaz	25%	\$80,000	Appraisals
	Rafael E. Bonnin Surís	25%		
	Mark M. McCloskey Purcell	25%		
	Robert F. McCloskey Purcell	25%		

1. Neither the contractor nor any of its owners², partners, directors, officials or employees, has agreed to share or give a percentage of the contractor's compensation under the contract to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution, or performance of the contract.
2. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation, or execution of the

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

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

contract, for its own benefit or that of a third person, in contravention of applicable law.

3. 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).
4. 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.
5. 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 all the above on this 21st day of May 2026.

DocuSigned by:

964FBB635BAD47E...

Signature

May 21, 2026

Date

Keith Reynolds

Printed Name

Director, Contract Operations & Compliance

Position



HOUSING

GOVERNMENT OF PUERTO RICO

ATTACHMENT III

ATTACHMENT H

NON-CONFLICT OF INTEREST CERTIFICATION

IEM INTERNATIONAL, INC.

The CONTRACTOR certifies that to the best of its knowledge:

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 (s) 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."

DocuSigned by:

984FBB635BAD47E...

Signature

5/21/2026

Date

Keith Reynolds

Printed Name

Director, Contract Operations and Compliance

Position