



GOVERNMENT OF PUERTO RICO
Department of Housing

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY

**AGREEMENT FOR
GRANT MANAGEMENT SERVICES
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
HORNE, LLP**



THIS AGREEMENT FOR GRANT MANAGEMENT SERVICES, (hereinafter referred to as the "Agreement") is entered into in San Juan, Puerto Rico, this 3rd of May, 2019, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, PRDOH), a public agency created under Law No. 97 of June 10, 1972, as amended, 3 LPRA § 441 et seq., known as the Department of Housing Governing Act with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by Hon. Fernando A. Gil-Enseñat, lawyer, of legal age, married and resident of Guaynabo, Puerto Rico, in his capacity as Secretary; and **HORNE, LLP** (hereinafter, the "CONTRACTOR"), with principal offices in Ridgeland, Mississippi, herein represented by S. Neil Forbes, in his capacity as Partner in Charge, of legal age, married and resident of Madison, Mississippi.

WHEREAS, on September 2017, Hurricanes Irma and María made landfall in Puerto Rico causing catastrophic island wide damage, knocking out power, water and telecommunications for the entire island and its island municipalities. Hurricane María caused major structure and infrastructure damage to family homes, businesses and government facilities triggering the displacement of thousands of residents of the Island from their homes and jobs.

WHEREAS, under the Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017, signed into law September 8, 2017 (Pub. L. 115-56), \$1.5 billion were allocated by the U.S. Department of Housing and Urban Development (HUD) for disaster recovery assistance to the Government of Puerto Rico under the CDBG-DR. 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.

WHEREAS, on February 9, 2018, a Notice was published in the Federal Register, Volume 83, Issue 28 (83 FR 5844), that allocated \$1.5 billion for disaster recovery assistance to the Government of Puerto Rico.

WHEREAS, pursuant to a letter dated February 23, 2018 sent by the Governor of Puerto Rico to the Honorable Benjamin Carson, Secretary of HUD, the PRDOH is the governmental agency designated by the Governor of Puerto Rico as grantee of the CDBG-DR funds allocated to the Government of Puerto Rico.

WHEREAS, On August 14, 2018, an additional allocation of \$8.22 billion for recovery was allocated to Puerto Rico under Federal Register Volume 83, Issue 157, 83 FR 40314. With these allocations of funding, the PRDOH aims to lead a transparent, comprehensive recovery to benefit the residents of Puerto Rico. PRDOH holds accountability and is committed to the responsible, efficient, and transparent administration of CDBG-DR grant funding.

WHEREAS, the PRDOH needs a qualified firm to provide Grant Management Services to assist in ensuring compliance with applicable CDBG-DR requirements and regulations and adequate coordination and implementation of staff augmentation strategies and

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of all activities related to Puerto Rico's recovery efforts and execution of needed disaster recovery efforts in accordance with Federal Government requirements in connection with appropriated disaster assistance funding related to the allocations granted to the Government, the CDBG-DR allocations.

WHEREAS, the PRDOH is interested in contracting Grant Management Services firm to assist PRDOH with the oversight and management of CDBG-DR funds allocated to Puerto Rico as a result of Hurricane María. The firm shall support PRDOH's objectives of ensuring compliance with all CDBG-DR, HUD and applicable federal and local requirements, rules and regulations, as well as in PRDOH's objectives of the Action Plan, as amended, and adequately coordinating and monitoring all CDBG-DR related activities.

WHEREAS, on October 12, 2018 the PRDOH issued GSA E-BUY RFQ #1335494 "GRANT MANAGEMENT SERVICE" with CDBG-DR funds. This request was placed through the U.S. General Services Administration (GSA). Afterwards, PRDOH requested Quotations or Proposals from qualified Proponents therein registered. Through this procurement process, PRDOH was able to reach fifty six (56) qualified firms listed for their capacity and experience with federal grants to deliver qualified services. On November 2, 2018, the PRDOH issued Addendum No. 4, wherein determining the payment for the Subscription Cost of a Grant Management software.

WHEREAS, on November 14, 2018, **HORNE, LLP** submitted a proposal (hereinafter referred to as the "Proposal"), which fully complied with the requirements set forth by the PRDOH. **HORNE, LLP** submitted a validation of their Best and Final Offer, which clarified their final offer and provided a justification for the same.

WHEREAS, the Evaluation Committee recommended **HORNE, LLP** as the qualified and most advantageous Proponent to perform the required services at a reasonable proposed cost (**Attachment A**) to assist PRDOH in the Puerto Rico's recovery efforts according to the award criteria established in the RFP.

WHEREAS, the PRDOH desires to enter into an agreement with **HORNE, LLP** to secure its services and accepts its Proposal and costs, and **HORNE, LLP** by its acceptance of the terms and conditions of this Agreement is ready, willing and able to provide the requested services contemplated under this Agreement.

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

I. TYPE OF CONTRACT

Contract Type: This is a fixed fee and hourly contract. Under this Agreement, CONTRACTOR shall submit monthly invoices to the PRDOH based on the Compensation Schedule (**Attachment G**) and as the services are rendered. Any and all changes and/or modifications to this Agreement shall be in writing and must be signed by both parties.

Attachments Incorporated: The following attachments are incorporated into this Agreement by reference and are hereby made part of this Agreement:

Attachment A **Bid Board, Grant Management Services CDBG-DR GSA E-BUY RFQ #1335494 Resolution of Award, Dated: March 4, 2019**

Attachment B **Exhibit A-2: Request for Quotations**

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Attachment C	CDBG-DR GSA E-BUY RFQ #1335494 for Grant Management Services; Response for Best and Final Offer dated February 19, 2019
Attachment D	Scope of Work
Attachment E	Insurance Requirements (DV-OSPA-78-5)
Attachment F	HUD General Provisions
Attachment G	Compensation Schedule

All Attachments hereto are fully incorporated herewith such that the terms and conditions of the Attachments shall be as binding as any terms and conditions of this executed written Agreement. Should any inconsistency appear between the Attachments and this Agreement, the Agreement shall prevail.

II. TERM OF AGREEMENT

- A. This Agreement shall be in effect and enforceable between the parties from the date of its execution. **The Term of this Agreement will be for a performance period of thirty six (36) months or expressed in days, one thousand and ninety-five (1,095) days from the date of its execution, ending in May, 2, 2022.**
- B. **Contract Extensions:** PRDOH may, at its sole discretion, extend the Agreement's term for an additional term of twenty four (24) months, or expressed in days, seven hundred and thirty (730) days upon mutual written agreement of the parties.
- C. The term of this Agreement shall not exceed a period of five (5) years, including options for renewal or extension.

III. SCOPE OF SERVICES

The CONTRACTOR shall provide the services described in **Attachment B, Attachment C** and **Attachment D** of the Agreement. The parties agree that the CONTRACTOR shall furnish all permits, consents, licenses, equipment, software and supplies necessary to perform the Services, at CONTRACTOR's sole cost.

IV. COMPENSATION AND PAYMENT

- A. The PRDOH agrees to pay the CONTRACTOR for allowable Services rendered under this Agreement in accordance with the rates and amounts described in **Attachment G** of this Agreement.
- B. The PRDOH shall pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **ONE HUNDRED SIXTEEN MILLION, SEVEN HUNDRED THIRTY THREE THOUSAND AND SIX HUNDRED EIGHTY NINE DOLLARS (\$116,733,689.00)** for the Grant Management Services from Account Number **GL 4190-10-000**, plus **FIVE MILLION, SEVEN HUNDRED SEVENTY THOUSAND DOLLARS (\$5,770,000.00)** for the Grant Management Software Subscription Cost from Account Number **GL 4190-22-000**; for a grand total of: **ONE HUNDRED TWENTY TWO MILLION, FIVE HUNDRED THREE THOUSAND, SIX HUNDRED AND EIGHTY NINE DOLLARS (\$122,503,689.00)**. Such payment shall be compensation for all allowable services required, performed and accepted under this Agreement included in **Attachment B, Attachment C** and **Attachment D**.

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- C. Any additional funds to complete the services requested by the PRDOH to the CONTRACTOR will be subject to evaluation before acceptance as well as funds availability and will require an amendment to this Agreement.
- D. The CONTRACTOR shall submit an invoice to PRDOH on a monthly basis. Said invoice must be submitted including all required invoice supporting documents, including but not limited to monthly reports, timesheets, invoice and photos evidence, expense plan and/or work projections. If PRDOH determines that the submitted invoice and supporting documents are acceptable, then the invoice will be approved for payment.
- E. An authorized representative of the PRDOH will review each invoice and, if adequate, will approve and process its payment. Payments to the CONTRACTOR shall be made by electronic funds transfer (EFT). PRDOH reserves the right to conduct any audits it deems necessary. The CONTRACTOR agrees to cooperate fully with any such audit or audits.
- F. While providing the services under this Agreement, the CONTRACTOR must adhere to applicable requirements of the CDBG-DR grant. If the CONTRACTOR performs ineligible activities under the CDBG-DR grant or program, the CONTRACTOR cannot include them in the invoice for payment to the CONTRACTOR.
- G. In order for the CONTRACTOR to receive payment for any work performed hereunder, the following certification must be included in each application for payment or invoice submitted to the PRDOH for payment:

"Under penalty of absolute nullity, I certify that no public servant of the government entity is a party to or has an interest in the profits or benefits that are the product of the contract subject of this invoice, and to be a party to or have an interest in the profits or benefits of resulting from the contract, under this invoice a prior dispensation has been issued. The sole consideration to furnish the contracted goods or services subject of the contract is the payment agreed upon with the authorized representative of the parties. The amount that appears in the invoice is fair and correct. The work has been performed, the products have been delivered and the services rendered, and no payment has been received for them."

V. REIMBURSABLE EXPENSES

The PRDOH will not reimburse any costs incurred by the CONTRACTOR not included in the approved Proposal or in an executed written amendment.

VI. ADDITIONAL SERVICES

Should additional services be needed by the PRDOH, such additional services shall be agreed upon by the parties in a written document signed by both parties, prior to the issuance of a notice to proceed with the performance of such additional services.

VII. OWNERSHIP AND USE OF DOCUMENTS

- A. With the exception of the CONTRACTOR'S working papers, the CONTRACTOR acknowledges the PRDOH's ownership of all information, drafts, documents, reports, papers and other materials developed and prepared by the CONTRACTOR, its agents or representatives, for purposes of performing key obligations hereunder. In

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the event of any termination, the CONTRACTOR shall deliver such information, drafts, reports, papers and other materials to the PRDOH, in document form or as computer program data, and the CONTRACTOR recognizes the PRDOH's right to request such documentation or computer program data. If the CONTRACTOR fails to deliver said information, the PRDOH may seek a judicial order to enforce its rights.

- B. Proof of expenditures incurred by the CONTRACTOR on behalf of PRDOH shall be made available to PRDOH. The CONTRACTOR agrees to maintain accurate records and files of all contract documents, correspondence, book estimates, bills and other information related to the CONTRACTOR account. These documents shall be open for the PRDOH examination at all reasonable times during the term of this Agreement, and up to five (5) years after termination.

VIII. DOCUMENTATION AND RECORDKEEPING

- A. **Records to be Maintained:** The CONTRACTOR shall maintain records of the state and units of general local government, including supporting documentation, which shall be retained for the greater of five (5) years from closeout of the grant to the state, or the period required by other local applicable laws and regulations. Such records include but are not limited to: Records providing a full description of each activity undertaken; Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR program; Records required to determine the eligibility of activities; Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-DR assistance; Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG-DR program regulations; Financial records as required by 24 C.F.R. §570.502, and 2 C.F.R. Part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and other records necessary to document compliance with this agreement, any other applicable Federal statutes and regulations, and the terms and conditions of PRDOH's Federal award.
- B. **Access to Records:** The CONTRACTOR shall **permit** the PRDOH and auditors to have access to the CONTRACTOR'S records and financial statements as necessary for the PRDOH to meet its audit requirements under the Federal award.
- C. **Record Retention and Transmission of Records to the PRDOH:** Prior to close out of this Agreement, the CONTRACTOR must transmit to the PRDOH records sufficient for the PRDOH to demonstrate that all costs under this Agreement met the requirements of the Federal award.
- D. **Contractor's Data and Privileged Information:** The CONTRACTOR is required to maintain data demonstrating client eligibility for activities provided under this agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided.

IX. NON-DISCLOSURE AND CONFIDENTIALITY

- A. **Confidential Information; Definition:** The term Confidential Information as used throughout this Section, means any information concerning PRDOH operations and that of its CONTRACTOR (e.g., the projects, computer processing systems, object and source codes and other PRDOH business and financial affairs). The term Confidential Information shall also deem to include all notes, analysis, compilation, studies and



interpretation or other documents prepared by CONTRACTOR, its agents or representatives, in connection with PRDOH operations.

- B. Non-Disclosure:** CONTRACTOR agrees to take all reasonable steps or measures to keep confidential all Confidential Information and will not, at any time, present or future, without PRDOH express written authorization, signed by the Secretary of the PRDOH, use or sell, market or disclose any Confidential Information to any third party, CONTRACTOR, corporation, or association for any purpose whatsoever. CONTRACTOR further agrees that, except as they relate to the normal course of the service, the CONTRACTOR will not make copies of the Confidential Information except upon PRDOH express written authorization, signed by an authorized representative of PRDOH, and will not remove any copy or sample of Confidential Information without prior written authorization from PRDOH. CONTRACTOR retains the right to control its work papers subject to these confidentiality provisions.
- C. Return Documents:** Upon receipt of written request from the PRDOH, CONTRACTOR will return to PRDOH all copies or samples of Confidential Information which, at the time of the notice are in CONTRACTOR's or its agent's possession. CONTRACTOR reserves the right to retain a set of its work papers.
- D. Equitable Relief:** CONTRACTOR acknowledges and agrees that a breach of the provision of subparagraph B and C of this Section will cause PRDOH to suffer irreparable damage that could not be remedied or compensated adequately only by mere monetary retribution. CONTRACTOR **further** agrees that money damages may not be a sufficient remedy for any breach of this Section. Accordingly, the CONTRACTOR agrees that PRDOH shall have the right to seek injunctive relief and the specific performance of the provisions of this Section to enjoin a breach or attempted breach of the provision hereof, such right being in addition to any and all other rights and remedies that are available to PRDOH by law, equity or otherwise.

X. TERMINATION

- A. Termination for Cause or Default:** The PRDOH may terminate this Agreement, in whole or in part, because of CONTRACTOR'S failure to fulfill any of its obligations. The PRDOH shall terminate this Agreement by delivering to the CONTRACTOR a thirty (30) day notice of termination specifying the extent to which the performance of the service under this Agreement is terminated, the reason therefor and the effective date of termination. CONTRACTOR shall, upon written notice, be provided a ten (10) day opportunity to cure the alleged defect that resulted in the perceived default. If the defect is not cured within that period of time, CONTRACTOR shall immediately discontinue all such services being terminated and deliver to the PRDOH all information, notes, drafts, documents, analysis, reports, compilations, studies and other materials accumulated or generated in performing the services contemplated in this Agreement, whether completed or in process. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the PRDOH for damage sustained to PRDOH CDBG-DR Program by virtue of any breach of the Agreement by the CONTRACTOR. The PRDOH may withhold any payments to the CONTRACTOR, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the PRDOH by the CONTRACTOR. PRDOH shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.
- B. Termination for Convenience:** The PRDOH may terminate this Agreement, in whole or in part, whenever the PRDOH determines that such termination is necessary or convenient to the Agency. The PRDOH will terminate this Agreement by delivering to

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the CONTRACTOR a thirty (30) day notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination. PRDOH shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.

- C. Termination by Unilateral Abandonment:** The PRDOH will consider this Agreement immediately terminated, in the event that the CONTRACTOR unilaterally and without prior notice, chooses to abandon (in any shape, form or fashion) cease and desist in the specific performance of its general and particular duties and responsibilities as agreed in this Agreement. Upon the knowledge of such event, the PRDOH will not be held liable and will immediately, automatically and retroactively deduct from any future reimbursement, all funds from the day such unilateral abandonment took place. The PRDOH will not be compelled to continue the performance of the Agreement, should the CONTRACTOR breach the Agreement by unilateral abandonment. For the purposes of this Section, Abandonment shall mean that CONTRACTOR voluntarily and intentionally disavows its contractual duties in a manner that is overt and without question a relinquishment of said contractual duties.
- D. Unilateral Termination:** The PRDOH may terminate this Agreement, in whole or in part, at PRDOH's sole discretion, with or without cause, at any time. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a thirty (30) day notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination.
- E. Suspension:** The PRDOH may suspend this Agreement in whole or in part at any time for the PRDOH's convenience. The PRDOH shall give the CONTRACTOR five (5) days' written notice of such suspension. Upon receipt of said notice the CONTRACTOR shall immediately discontinue all Services affected.
- F. Immediate Termination.** In the event the CONTRACTOR is subjected to a criminal or civil action, suit, proceeding, inquiry or court of applicable jurisdiction, or any governmental agency, or the CONTRACTOR shall be subject to an order, judgment, or opinion, issued by any federal or local authority, a court of applicable jurisdiction, or any governmental agency, in connection with the execution, delivery, and performance by the CONTRACTOR of this Agreement or the CONTRACTOR of this Agreement has been noncompliant, breach, inaccuracy of any representation, warranties, covenants, or the certifications provided herein, whether the noncompliance, breach or inaccuracy takes place before or after the execution of this Agreement, the PRDOH shall have the right to the immediate termination of this Agreement notwithstanding, any provisions to the contrary herein. This Section will apply in the event of any judgment that may obligate the PRDOH to terminate the Agreement pursuant to Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico.
- G. Period of Transition:** Upon termination of this Agreement, and for ninety (90) consecutive calendar days thereafter (the Transition Period), CONTRACTOR agrees

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to make himself available to assist the PRDOH with the transition of services assigned to CONTRACTOR by the PRDOH. CONTRACTOR shall provide to the PRDOH the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the Services to the PRDOH or a third party designated by the PRDOH. The parties agree to execute a Transition Services Agreement for the Transition Period and CONTRACTOR will be paid at a reasonable, agreed upon hourly rate for any work performed for the PRDOH during the Transition Period.

- H. In the event that the funds are suspended, withdrawn, canceled, or are otherwise unavailable, this Agreement will be immediately terminated.

XI. PENALTIES AND LIQUIDATED DAMAGES

A. Penalties

1. In the event the CONTRACTOR is determined to have engaged in any proscribed conduct or otherwise is in default as to any applicable term, condition, or requirement of this Agreement, at any time following the Effective Date of the Agreement, the CONTRACTOR agrees that, PRDOH may impose sanctions against the CONTRACTOR for any default in accordance with **Attachment B, Attachment C and Attachment D** and this Section. Refer to Procurement Manual and Contract Requirements, Art. XII, Section 2(a.), and all required provisions set forth at 2 C.F.R. §200.326 and 24 C.F.R. §570.489(g).
2. If the CONTRACTOR fails to comply with local, state and/or federal statutes, regulations or the terms and conditions of the Agreement, PRDOH may take one or more of the following actions:
 - i. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.
 - ii. Disallow all or part of the cost of the activity or action not in compliance.
 - iii. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180.
 - iv. Withhold further Federal awards for the project or program.
 - v. Take other remedies that may be legally available.

XII. LIABILITY

In no event, the PRDOH shall be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any person has been advised of the possibility of such damages. Third parties operating under this program, with their agency, will have their own general civil and criminal liability imposed by law towards the PRDOH, the CONTRACTOR and any citizen.

The CONTRACTOR shall carry the insurances as are required by law (if applicable), as set forth below. The CONTRACTOR shall furnish PRDOH certificates of insurance.

XIII. INSURANCE

A. Required Coverage

The CONTRACTOR shall keep in force and effect for the period beginning from the execution of the Agreement and ending at the completion of all services to be provided

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hereunder, insurance policies in compliance with the PRDOH's requirements as set forth required in OSPA-78-5, attached hereto and made an integral part hereof as **Attachment E**.

Upon the execution of this Agreement, the CONTRACTOR shall furnish PRDOH with original and two (2) certified copies of the insurance policies described in **Attachment E** and any other evidence PRDOH may request as to the policies' full force and effect.

Any deductible amount, under any of the policies, will be assumed in whole by the CONTRACTOR for any and all losses, claims, expenses, suits, damages, costs, demands or liabilities, joint and several of whatever kind and nature arising from the Agreement resulting from this solicitation by and between the CONTRACTOR and PRDOH.

The PRDOH shall not be held responsible under any circumstances for payments of any nature regarding deductibles of any Commercial Liability Policies for the aforementioned Agreement.

B. Endorsements

Each insurance policy maintained by the CONTRACTOR must be endorsed as follows:

1. PRDOH, Government of Puerto Rico, HUD and its officers, agents and employees are named as additional insured (except Worker's Compensation) but only with respect to liability arising out of tasks performed for such insured by or on behalf of the named insured.
2. To provide waiver of subrogation coverage for all insurance policies provided or herein in favor of PRDOH and its respective officers, agents and employees.
3. The insurer shall be required to give PRDOH written notice at least ninety (90) days in advance of any cancellation or material change in any such policies.

The CONTRACTOR shall furnish to PRDOH, prior to commencement of the work, certificates of insurance from insurers with a rating by the A.M. Best Co. of B+ and five (5) or over on all policies, reflecting policies in force, and shall also provide certificates evidencing all renewals of such policies. Insurers shall retain an A.M. Best Co. rating of B+ and five (5) or over on all policies throughout the term of this Agreement and all policy periods required herein. The insurance company must be authorized to do business in Puerto Rico and be in good standing.

C. Related Requirements

The CONTRACTOR shall furnish original Certificates of Insurance evidencing the required coverage to be in force on the Effective Date of Agreement. THE REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO THE CONTRATOR COMMENCING WORK. NO CONTRACTOR OR ITS AUTHORIZED REPRESENTATIVES ARE TO BEGIN THEIR RESPONSIBILITIES UNDER THE AGREEMENT PRIOR TO FULL COMPLIANCE WITH THIS REQUIREMENT AND NOTIFICATION FROM PRDOH TO PROCEED.

Renewal Certificates of Insurance or such similar evidence is to be received by the Legal Department prior to expiration of insurance coverage. At PRDOH's option, non-compliance will result in one or more of the following actions: (1) The PRDOH will purchase insurance on behalf of the CONTRACTOR and will charge back all cost to the CONTRACTOR; (2) all payments due the CONTRACTOR will be held until the

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CONTRACTOR has complied with the Agreement; and/or (3) The CONTRACTOR will be assessed Five Thousand Dollars **(\$5,000.00)** for every day of non-compliance.

The receipt of any certificate does not constitute agreement by PRDOH that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of the Agreement. The insurance policies shall provide for ninety (90) days written notice to be given to PRDOH in the event coverage is substantially changed, cancelled or non-renewed.

The CONTRACTOR shall require all subcontractors or consultants to carry the insurance required herein or the CONTRACTOR, may provide the coverage for any or all of its subcontractors and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined above.

The CONTRACTOR expressly understands and agrees that whenever the CONTRACTOR is covered by other primary, excess, or excess contingent insurance that, any insurance or self-insurance program maintained by PRDOH shall apply in excess of and will not contribute with insurance provided by the CONTRACTOR under this Agreement.

XIV. HOLD HARMLESS

The CONTRACTOR and its affiliates, its successors and assignees will indemnify the PRDOH from any damages and/or losses arising out of any breach of this Agreement by the CONTRACTOR or against personal injuries or property damage resulting from any act of negligence or omission by the CONTRACTOR and its affiliates in connection with this Agreement.

XV. FORCE MAJEURE

In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, strike, labor dispute or unrest, embargo, war, insurrection or civil unrest, any Act of God including inclement weather, herein collectively referred to as *Force Majeure* during the term of this Agreement, neither the PRDOH nor the CONTRACTOR shall be liable to the other party for nonperformance during the conditions created by such event.

The CONTRACTOR shall notify, as soon as possible, the PRDOH of the occurrence of the *Force Majeure* event and describe in reasonable detail, the nature of the *Force Majeure* event.

XVI. INDEPENDENT CONTRACTOR

The relationship of the CONTRACTOR to PRDOH shall be that of an independent CONTRACTOR rendering professional services. Neither the CONTRACTOR nor any personnel of the CONTRACTOR shall have any authority to execute contracts or make commitments on behalf of PRDOH. Nothing contained herein shall be deemed to create the relationship of employer/employee, principal/agent, joint venture or partner between the CONTRACTOR and PRDOH. Further, the CONTRACTOR recognizes that in view of its status as an independent CONTRACTOR, neither it nor its employees or subcontractors will be entitled to participate in or receive any fringe benefits normally granted to PRDOH employees under such programs, including, but not limited to, worker's compensation, voluntary disability, travel accident insurance, medical/dental insurance, life insurance, long-term disability, holiday pay, sick pay, salary continuation pay, leaves of absence (paid or unpaid), pension plan and savings plan.

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The CONTRACTOR shall have exclusive control over its employees and subcontractors (and the CONTRACTOR'S employees and subcontractors are herein, collectively, referred to as the "CONTRACTOR Personnel"), its labor and employee relations and its policies relating to wages, hours, working conditions and other employment conditions. The CONTRACTOR has the exclusive right to hire, transfer, suspend, lay off, recall, promote, discipline, discharge and adjust grievances with its CONTRACTOR Personnel. The CONTRACTOR is solely responsible for all salaries and other compensation of its CONTRACTOR Personnel who provide Services.

The CONTRACTOR is solely responsible for making all deductions and withholdings from its employees' salaries and other compensation and paying all contributions, taxes and assessments, including union payments. The CONTRACTOR shall be responsible for and shall defend, indemnify and hold harmless PRDOH, and its agents, officers, directors, employees, representatives, CONTRACTOR'S, successors and assigns against all costs, expenses and liabilities, including without limitation reasonably prudent attorneys' fees relative to the situation, in connection with the CONTRACTOR's employment and/or hiring of any CONTRACTOR Personnel providing any of the Services, including without limitation: (i) payment when due of wages and benefits, (ii) withholding of all payroll taxes, including but not limited to, unemployment insurance, workers' compensation, FICA and FUTA, (iii) compliance with the Immigration Reform Control Act, and (iv) compliance with any other applicable laws relating to employment of any CONTRACTOR Personnel of, and/or hiring by, CONTRACTOR in connection with the Services.

XVII. NOTICES

All notices required or permitted to be given under the Agreement shall be in writing, and shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, to the address as follows:

To: PRDOH	Hon. Fernando Gil-Enseñat 606 Barbosa Ave. Juan C. Cordero Dávila Bldg. San Juan, PR 00918
To: CONTRACTOR	Mr. S. Neil Forbes HORNE, LLP 1020 Highland Colony Parkway, Suite 400 Ridgeland, MS 39157

XVIII. THIRD PARTIES

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action of a third party against either the PRDOH or the CONTRACTOR.

XIX. SUBCONTRACTS

A. General: CONTRACTOR shall ensure all subcontracts follow 2 C.F.R. Part 200 as well as any applicable HUD rules and regulations. All subcontracts shall contain the applicable provisions described in Appendix II to Part 200 "Agreement Provisions for non-Federal Entity Agreements Under Federal Awards" as well as applicable provisions set forth in 2 C.F.R. 200.101. The PRDOH shall review subcontracts as part of the compliance monitoring and oversight process performed by PRDOH or upon request.

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B. Specific Requirements: All subcontracts shall contain provisions specifying:

1. That the work performed by the subcontractor be in accordance with the applicable terms of this Agreement between the PRDOH and CONTRACTOR;
2. That nothing contained in such subcontract agreement shall impair the rights of the PRDOH;
3. That nothing contained herein, or under this Agreement will create any contractual relation between the subcontractor and the PRDOH;
4. That the subcontractor specifically agrees to be bound by the confidentiality provision regarding Personal Identifiable Information set forth in this Agreement;
5. That CONTRACTOR will be responsible for ensuring all subcontract work is performed consistent with federal and state regulations and/or policies to be eligible for reimbursement of the approved work; and
6. All Federal flow down provisions are included in the subcontract agreement per Federal guidelines.

C. Monitoring: CONTRACTOR shall diligently monitor all subcontracted services. If CONTRACTOR discovers any areas of noncompliance, CONTRACTOR shall provide the PRDOH summarized written reports supported with documented evidence of corrective action.

D. Content: CONTRACTOR shall cause all the applicable provisions of this Agreement to be included in, and made a part of, any subcontract executed in the performance of this Agreement.

XX. SECTION 3 CLAUSE

- A.** The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B.** The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C.** The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR'S commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D.** The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the

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regulations in 24 C.F.R. Part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

- E. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled (1) after the CONTRACTOR is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR'S obligations under 24 C.F.R. Part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

XXI. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS

Given that the Agreement involves funds for which HUD is the oversight agency, the CONTRACTOR agrees to carry out its obligations under this Agreement in compliance with all the requirements described in **Attachment F** (HUD General Provisions) and the following provisions:

- A. **Compliance with Executive Order 24:** Pursuant to Executive Order 24 of June 18, 1991, the CONTRACTOR certifies and guarantees that at the signing of this Agreement it has filed all the necessary and required income tax returns to the Government of Puerto Rico for the last five (5) years. The CONTRACTOR further certifies that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Government of Puerto Rico. The CONTRACTOR shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONTRACTOR will be given a specific amount of time by the PRDOH to produce said documents. During the term of this Agreement, the CONTRACTOR agrees to pay and/or to remain current with any repayment plan agreed to by the CONTRACTOR with the Government of Puerto Rico.
- B. **Compliance with Executive Order 52:** Pursuant to Executive Order 52, of August 28, 1992 amending EO-1991-24, the CONTRACTOR certifies and warrants that it has made all payments required for unemployment benefits, workmen's compensation and social security for chauffeurs, whichever is applicable, or that in lieu thereof, has subscribed a payment plan in connection with any such unpaid items and is in full compliance with the terms thereof. The CONTRACTOR accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each and every CONTRACTOR and subcontractor whose service the CONTRACTOR has secured in connection with the services to be rendered under this Agreement and shall forward evidence to PRDOH as to its compliance with this requirement.
- C. **Social Security and Income Tax Retentions:** The CONTRACTOR will be responsible for rendering and paying the Federal Social Security and Income Tax Contributions for any amount owed as a result of the income from this Agreement.
- D. **Government of Puerto Rico Municipal Tax Collection Center (CRIM, for its Spanish acronym):** The CONTRACTOR certifies and guarantees that at the signing of this Agreement it has no current debt with regards to property taxes that may be registered with the Government of Puerto Rico's Municipal Tax Collection Center. The CONTRACTOR further certifies to be current with the payment of any and all property taxes that are or were due to the Government of Puerto Rico. The CONTRACTOR shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH

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during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONTRACTOR will deliver upon request any documentation requested under this clause as per request of PRDOH. During the Term of this Agreement, the CONTRACTOR agrees to pay and/or to remain current with any repayment plan agreed to by the CONTRACTOR with the Government of Puerto Rico with regards to its property taxes.

E. Income Tax Withholding: The PRDOH will deduct and withhold at source from the CONTRACTOR, the corresponding amount from payment for services rendered in Puerto Rico under this Agreement, in compliance with Section 1062.03 of the Puerto Rico Internal Revenue Code, as amended (the "PR Code"). The PRDOH will remit such withholdings to the Puerto Rico Treasury Department. The PRDOH will adjust such withholdings, provided the CONTRACTOR produces satisfactory evidence of a partial or total exemption from such withholding. In such event, the CONTRACTOR shall be responsible to submit a copy of the release letter to the PRDOH for every calendar year; otherwise, payments under this Agreement shall remain subject to the regular withholding at source.

F. Act No. 48 of June 30, 2013: It is established that all contracts, except those granted to non-profit entities, for professional services, consulting, advertising, training or management, granted by an agency, dependency or instrumentality of the Government of Puerto Rico, public corporation, as well as the Legislative Branch, the Office of the Comptroller, the Office of the Citizen Procurator and the Judicial Branch, a special contribution will be imposed equivalent to one point five percent (1.5%) of the total amount of said contract, which will be destined to the Government of Puerto Rico's General Fund.

G. Government of Puerto Rico's Agency for the Collection of Child Support (ASUME, for its Spanish acronym): The CONTRACTOR certifies and guarantees that at the signing of this Agreement that the CONTRACTOR nor any of its Partners, if applicable, have any debt or outstanding debt collection legal procedures with regards to child support payments that may be registered with the Government of Puerto Rico's Child Support Administration. The CONTRACTOR hereby certifies that it is a limited liability company organized and existing in good standing under the laws of the Government of Puerto Rico. The CONTRACTOR shall present, to the satisfaction of PRDOH, the necessary documentation to substantiate the same. The CONTRACTOR will be given a specific amount of time by PRDOH to deliver said documents.

H. Compliance with Act No. 1-2012: The CONTRACTOR hereby certifies that in signing this Agreement it is in compliance with Act No. 1 of January 3, 2012, as amended, known as the Ethics Act of the Government of Puerto Rico, which in connection with the possibility of a conflict of interest, stipulates that, no employee or executive of the CONTRACTOR, nor any member of his/he immediate family (spouse, dependent children or other members of his/her household or any individual whose financial affairs are under the control of the employee) shall have any direct or indirect pecuniary interest in the services to be rendered under this Agreement, except as may be expressly authorized by the Governor of Puerto Rico in consultation with the Secretary of Treasury and the Secretary of Justice of the Government.

I. The CONTRACTOR certifies that it **does not receive payment or compensation** for regular services rendered as an official or public employee to another government entity, agency, public corporation or municipality, and knows the **ethical standards of their profession** and assumes responsibility for their actions.

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J. Consequences of Non-Compliance: The CONTRACTOR expressly agrees that the conditions outlined throughout this Section are essential requirements of this Agreement; thus, should any one of these representations, warrants, and certifications be incorrect, inaccurate or misleading, in whole or in part, there shall be sufficient cause for PRDOH to render this Agreement null and void and the CONTRACTOR reimburse to PRDOH all moneys received under this Agreement.

XXII. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. §1352

The CONTRACTOR certifies, to the best of his or her knowledge, that:

- A.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Forms-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C.** The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). The CONTRACTOR acknowledges that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

XXIII. EQUAL OPPORTUNITY

- A.** The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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- B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. When applicable, the CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented by the rules, regulations, and relevant orders of the United States Secretary of Labor.
- E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (F) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

XXIV. CLEAN AIR ACT

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The CONTRACTOR agrees to report each violation to the PRDOH and understands and agrees that the PRDOH will, in turn, report each violation as required to assure

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notification to the Government of Puerto Rico, HUD, and the appropriate Environmental Protection Agency Regional Office.

- C. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by HUD.

XXV. WATER POLLUTION CONTROL ACT

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 *et seq.*
- B. The CONTRACTOR agrees to report each violation to the PRDOH and understands and agrees that the PRDOH will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, HUD, and the appropriate Environmental Protection Agency Regional Office.
- C. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by HUD.

XXVI. SUSPENSION AND DEBARMENT

- A. This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The CONTRACTOR must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by PRDOH. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of sub recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1. CONTRACTOR

- a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- b) Meeting contract performance requirements; or
- c) At a reasonable price.

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2. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

XXVII. ACCESS TO RECORDS

- A. The CONTRACTOR agrees to provide the Government of Puerto Rico, PRDOH, HUD's Secretary, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

XXVIII. COMPLIANCE WITH FEDERAL LAW, REGULATIONS & EXECUTIVE ORDERS

The CONTRACTOR acknowledges that HUD financial assistance will be used to fund the Agreement only. Also, the CONTRACTOR agrees that it shall comply with all applicable federal, state or local rules, regulations, or policies relating to CDBG-DR and CDBG program services. This includes without limitation, applicable Federal Registers; 2 C.F.R. §200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Community Development Act of 1974; 24 C.F.R. Part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. §35, 24 C.F.R. Part 58, 24 C.F.R. Part 135; National Historic Preservation Act, and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards and the environment; and Action Plan amendments and HUD's guidance on the funds. Also, CONTRACTOR shall comply, without limitation, those set forth in **Attachment F**.

XXIX. NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

XXX. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The CONTRACTOR acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this Agreement.

XXXI. BANKRUPTCY

In the event that CONTRACTOR files for bankruptcy protection, the Government of Puerto Rico and PRDOH may deem this Agreement null and void, and terminate this Agreement without notice.

XXXII. ENTIRE AGREEMENT

This Agreement and all its attachments represent the entire and integrated agreement between PRDOH and the CONTRACTOR and supersede all prior negotiations, representations, agreements and/or understandings of any kind. This Agreement may be amended only by written document signed by both PRDOH and the CONTRACTOR.

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XXXIII. MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if written and signed by both parties, and its authorized representatives.

XXXIV. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of PRDOH and the CONTRACTOR, their successors and assigns.

The CONTRACTOR shall not assign this Agreement, in whole or in part, without the prior written consent of PRDOH, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.

XXXV. ASSIGNMENT OF RIGHTS

The rights of each party hereunder are personal to that party and may not be assigned or otherwise transferred to any other person, CONTRACTOR, corporation, or other entity without the prior, express, and written consent of the other party.

XXXVI. NON-WAIVER

The failure or delay of either party to insist upon the performance of and/or the compliance with any of the terms and conditions of this Agreement shall not be construed as a waiver of such terms and conditions or the right to enforce compliance with such terms and conditions.

XXXVII. GOVERNING LAW JURISDICTION

This Agreement shall be governed by, interpreted and enforced in accordance with, the laws of the Government of Puerto Rico and any applicable federal laws and regulations. The parties further agree to assert any claims or causes of action that may arise out of this Agreement in the Puerto Rico Court of First Instance, Superior Court of San Juan, Puerto Rico.

XXXVIII. SEVERABILITY

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

XXXIX. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of whom shall be deemed to be an original, however, all of which together shall constitute one and the same instrument.

XL. ETHICS CLAUSE

According to Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, no employee or officer of PRDOH as well as any member of their families can have any interest in the earnings or benefits from this Agreement. CONTRACTOR also acknowledges receipt of the Ethics Code for Producers,

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Suppliers, and Applicants of Economic Incentives from the Government of Puerto Rico Agencies known in Spanish as "Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos de las Agencias Ejecutivas del Estado Libre Asociado de Puerto Rico".

XLI. CONFLICTS OF INTEREST

The CONTRACTOR shall comply with the ethics requirements set forth herein and warrant that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of the work under a PRDOH contract and CONTRACTOR'S organizational, financial, contractual or other interest are such that:

- a) Award of the Agreement may result in an unfair competitive advantage; or
- b) The CONTRACTOR'S objectivity in performing the contract work may be impaired.

The CONTRACTOR agrees that if after award he or she discovers an organizational conflict of interest with respect to this Agreement, it shall make an immediate (within the next 72 hours) and full disclosure in writing to the Contracting Officer, which shall include a description of the action, which the CONTRACTOR has taken or intends to take to eliminate or neutralize the conflict. The CONTRACTOR will disclose the details of any existing or future contract to provide services to third parties participating or for the purpose to participate in disaster recovery programs or projects in Puerto Rico. The PRDOH may, however, terminate the Agreement for the convenience of PRDOH if it would be in its best interest.

In the event the CONTRACTOR was aware of an organizational conflict of interest before the award of this Agreement and did not disclose the conflict to the Contracting Officer, the PRDOH may terminate the Agreement for default.

The provisions of this clause shall be included in all subcontracts and/or consulting agreements wherein the work to be performed is similar to the services provided by the CONTRACTOR. The CONTRACTOR shall include in such subcontracts and consulting agreements any necessary provision to eliminate or neutralize conflicts of interest.

XLII. NON-CONVICTION

The CONTRACTOR certifies that it has not been convicted nor accused of a felony or misdemeanor against the government, public faith and function, or that involves public property or funds, either federal or local in origin. Furthermore, CONTRACTOR also certifies that:

- A. It has not been convicted, nor has pleaded guilty at a state or federal bar, in any jurisdiction of the United States of America, of crimes consisting of fraud, embezzlement or misappropriation of public funds, as stated in Act. Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits the award of Offers or government contracts to those convicted of fraud, misappropriation of public fund.
- B. It understands and accepts that any guilty plea or conviction for any of the crimes specified in Article 3 of said Act, will also result in the immediate cancellation of any contracts in force at the time of conviction, between the undersigned and whichever Government Agencies, Instrumentalities, Public Corporations, Municipalities and the Legislative or Judicial Branches.



- C. It declares under oath the above mentioned in conformity with what is established as in Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits awarding Offers for government contracts, to those convicted of fraud, embezzlement or misappropriation of public funds.
- D. The CONTRACTOR represents and guarantees that none of its employees, officials or agents have been convicted of a felony or misdemeanor. Moreover, the CONTRACTOR agrees to notify PRDOH should any employee, official, or agent is convicted of a felony or misdemeanor after the date of this Agreement. Said notice shall be made within ten (10) days from the time of the conviction.

XLIII. DRUG FREE WORKPLACE

The CONTRACTOR should establish procedures and policies to promote a Drug-Free workplace. Further, the CONTRACTOR should notify all employees of its policy for maintaining a Drug-Free workplace, and the penalties that may be imposed for drug abuse violations occurring in the workplace. Further, the CONTRACTOR shall notify the PRDOH if any of its employees is convicted of a criminal drug offense in the workplace no later than ten (10) days after such conviction.

XLIV. HEADINGS

The titles to the paragraphs of this Agreement 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 Agreement.

XLV. ACT NO. 18 OF OCTOBER 30, 1975

The parties to this Agreement agree that its effective date will be subject to the due registration and remittance to the Office of the Comptroller of Puerto Rico. No rendering or consideration subject matter of this Agreement will be required before its registration at the Office of the Comptroller of Puerto Rico pursuant to Act No. 18 of October 30, 1975, as amended. The CONTRACTOR will be responsible for ensuring that this Agreement has been registered before the rendering of services by requesting a copy of the registered Agreement with its proper number and date of registry. No services under this Agreement will continue to be delivered after its effective date unless at the expiration date, an amendment signed by both parties and duly registered exists. No services performed in violation of this provision will be paid. The party violating this clause will be doing so without any legal authority, this action will be deemed as *ultra vires*.

XLVI. MEMORANDUM NO. 2017-001; CIRCULAR LETTER 141-17 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 – OGP FOR ITS SPANISH ACRONYM)

- A. **Interagency Services Clause:** Both contracting parties acknowledge and agree that services retained may be provided to any entity of the Executive Branch with which the contracting entity makes an interagency agreement or by direct provision of the Office of the Chief of Staff of the Governor (*Secretario de la Gobernación*). These services will be performed under the same terms and conditions in terms of hours of work and compensation set forth in this Agreement. For purposes of this clause, the term "Executive Branch entity" includes all agencies of the Government of Puerto Rico, as well as public instrumentalities and corporations and the Office of the Governor.

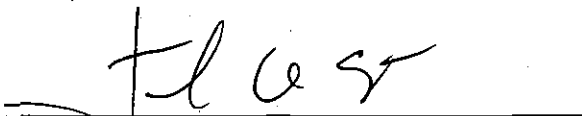


B. Termination Clause: The Chief of Staff (*Secretario de la Gobernación*) of the Governor shall have the power to terminate this Agreement at any time.

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

DEPARTMENT OF HOUSING

HORNE, LLP



Fernando A. Gil-Enseñat, Esq.
Secretary
Tax ID Num. 660-55-8579



S. Neil Forbes
Partner in Charge
Tax ID. Num. 20-194-1244

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BID BOARD

GRANT MANAGEMENT SERVICES
CDBG-DR GSA E-BUY RFQ #1335494

RESOLUTION OF AWARD

Date: March 4, 2019

Time: 9:13p.m.

The Bid Board of the Puerto Rico Department of Housing (the "Board"), with quorum duly constituted, and pursuant to Article X, Section 2 of the "Puerto Rico Department of Housing Procurement Manual and Contractual Requirements for the CDBG-DR-Program" (the "Manual"), has determined to award the Request for Quotations for Grant Management Services under the Community Development Block Grant Disaster Recovery ("CDBG-DR"), CDBG-DR GSA E-BUY RFQ #1335494, dated October 12, 2018 (the "RFQ").

The Puerto Rico Department of Housing (PRDOH) solicited "Grant Management Services" to provide assistance with the oversight and management of CDBG-DR funds. For this purpose, the PRDOH issued a Request for Quotations, through the U.S. General Services Administration (GSA), for the Community Development Block Grant - Disaster Recovery (CDBG-DR) funds allocated by the Supplemental Appropriations for Disaster Relief Requirements (Appropriations Act), under Public Law 115-56 of 2017, to provide assistance in long-term recovery from 2017 natural disasters.

CDBG-DR funds are granted by the United States Department of Housing and Urban Development (HUD) to help states or local governments recover from a disaster declared by the President of the United States, especially in the most impacted and distressed areas. On February 9, 2018 a Notice was published in the Federal Register (Federal Register Notice) that allocates \$1,507,179.00 in CDBG-DR funds for the assistance in disaster recovery after the devastation caused by Hurricanes Irma and María in Puerto Rico. HUD is the federal oversight agency for these funds and the PRDOH has been appointed by the Governor of Puerto Rico as the grantee of the CDBG-DR grant and is responsible before HUD for grant management, implementation and compliance.

On April 10, 2018, Congress made available to Puerto Rico an additional \$18.5 billion in CDBG-DR funds. The parameters within which the \$18.5 billion may be spent will be outlined in forthcoming federal guidelines and its proposed uses will

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be determined in subsequent action plans. The Action Plan, in compliance with HUD requirements, addresses unmet needs in the following areas: (i) housing; (ii) planning; (iii) economic recovery, and; (iv) infrastructure. On July 29, 2018 HUD approved the Action Plan.

On October 12, 2018, the Puerto Rico Department of Housing (PRDOH; DOH) issued Request for Quotations GSA E-BUY RFQ #1335494 "GRANT MANAGEMENT SERVICES" (RFQ), with CDBG-DR funds. This solicitation was placed through the U.S. General Services Administration (GSA). Thence, PRDOH requested Quotations or Proposals from qualified Proposers therein registered. Through this purchasing system PRDOH was able to reach 56 qualified firms listed for their capacity and experience with federal grants to deliver quality services.

The purpose of this RFQ was to procure a Grant Management Services firm to assist PRDOH with the oversight and management of CDBG-DR funds allocated to Puerto Rico as a result of Hurricanes Irma and Maria. This firm will support PRDOH's objective of ensuring compliance with all CDBG-DR, HUD and all applicable federal and local requirements, rules and regulations. Moreover, the firm will support the PRDOH's objectives, implement staff augmentation strategies, and adequately coordinate and monitor all CDBG-DR related activities.

RFQ: Technical Requirements

According to the RFQ, in their Proposals, the Proposers were requested to comply with Technical Requirements which included Mandatory Requirements (Proposal Submission, Comparable Projects, Financial Requirements, Conflicts of Interest and Other Required Documents), Qualifications (Capacity to provide services, Staff Augmentation, including Key Staff and on-site staff augmentation for support to PRDOH, capacity to own and manage a Software System efficiently), Work Approach Document or Proposer's plan for developing and/or implementing and/or performing the tasks described in the Scope of Work.

The Proposals of GSA E-BUY RFQ #1335494 "GRANT MANAGEMENT SERVICES" were recieved on the 14th of November of 2018. Of a total of fifty six (56) contractors in the Contractor Listing of GSA for Grant Management Schedule at that time, only three (3) submitted Proposals: Grafton, Inc. (Grafton); Tuba Group, Inc. (Tuba), and Horne, LLP. (Horne).

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Table 1: Proposals Submitted (Based on a three (3) year term)

No.	Name of Proposer	Offer	Software	Total
1	Grafton, Inc.	Undetermined	Not included	—
2	Tuba Group, Inc.	\$89,886,466.80	\$6,012,847.45	\$95,899,314.25
3	Home, LLP.	\$148,093,920.00	\$5,770,000.00	\$153,863,920.00

Proposal Evaluation

The Secretary of the PRDOH appointed an Evaluation Committee ("Committee"), which received three (3) proposals from the Procurement Area, submitted by the following entities: (i) Grafton, Inc.; (ii) Tuba Group, Inc.; (iii) Home, LLP. The evaluation process began on December 5, 2018.

Initial evaluation of the Evaluation Committee considered the Mandatory Requirements of the Proposal. The Proposers who met the Mandatory Requirements were evaluated by the Evaluation Committee for Qualification and Work Approach requirements. After this step, the Evaluation Committee determined which proposer(s) were considered "Qualified". **To be considered "Qualified" for the Oral Presentations, Proposers needed to obtain a score greater than or equal to eighty (80) points in the evaluation of their Qualifications and Work Approach. Then, the Evaluation Committee met and assigned points to each Oral Presentation provided by the "Qualified" Proposers, as to make a final determination on the "Technically Qualified Proposers". To be considered a "Technically Qualified Proposer", the proposer needed to obtain an overall score greater than or equal to one hundred and five (105) points after the Qualifications, Work Approach, and Oral Presentation portions of the proposals were evaluated in their entirety.**

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A. Proposal Scoring

Table 1 presents the maximum points for the Technical Requirements, including the Mandatory Requirements of the Proposals.

Table 1: Technical Aspects of the Proposal Scoring

Criteria	Maximum Points
Mandatory Requirements (RFQ, Section 6.1)	Pass/Fail
Qualifications (RFQ, Section 6.2)	70 Points
Work Approach (RFQ, Section 6.3)	50 Points
Oral Presentation (RFQ, Section 6.4)	30 Points
Maximum Technical Points	150 Points

In relation to the technical aspects of the three (3) Proposers, the Evaluation Committee determined the following:

The Proposer Grafton, Inc. was disqualified and its Proposal not evaluated because it did not comply with the following Mandatory Requirement: *Criteria 6.1.1 Proposal Submission*. Grafton, Inc. did not submit Proposal through the GSA Purchase System within the closing date and time. Grafton, Inc. failed to comply with the Mandatory Requirements set forth in the RFQ.

Upon review of the other Proposals submitted, the Evaluation Committee determined that the Proposers Tuba Group, Inc., and Horne, LLP, complied and qualified with the Technical Requirements of the RFQ to obtain a score greater than or equal to **eighty (80) points** as described below.

Tuba Group, Inc.

Criteria	Maximum Points
Mandatory Requirements (Section 6.1)	Pass
Qualifications (Average Score of Evaluation Committee)	51 Points
Work Approach (Average Score of Evaluation Committee)	43 Points
Oral Presentation (Average Score of Evaluation Committee)	15 Points
Maximum Technical Points	109 Points

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Horne, LLP.

Criteria	Maximum Points
Mandatory Requirements	Pass
Qualifications (Average Score of Committee)	67 Points
Work Approach (Average Score of Committee)	50 Points
Oral Presentation (Average Score of Committee)	30 Points
Maximum Technical Points	147 Points

A detailed Evaluation Committee Report explains how the Technical Requirements (Mandatory Requirements, Qualifications, Work Approach and Oral Presentations) were evaluated.

B. Proposal Scoring Method: Price per Point of Proposal

Once the technical evaluation of the proposals was completed, the Cost Proposals of the Proposers that are considered as a "Technically Qualified Proposer" were divided by the total Technical Points achieved by each Proposer to determine the Price per Point Score provided in the RFQ. To be considered a "Technically Qualified Proposer", Proposers needed to achieve a technical score greater than or equal to one hundred and five (105) points. The Price per Point for Proposals considered "Technically Qualified" had to be calculated as follows:

$$\text{Proposal Price per Point} = \frac{\text{Proposal Overall Cost}}{\text{Proposal Technical Points}}$$

Using this formula, with each initial proposal, the result was as stated below:

Tuba Group, Inc.:

- $\text{Proposal Price per Point} = \frac{\$89,886,466}{109} = \$ 824,646.47$

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Horne, LLP:

- *Proposal Price per Point* = $\frac{\$148,093,920}{147} = \$1,007,441.63$

C. Independent Cost Estimate (ICE) vs. Cost Proposal

The PRDOH prepared an Independent Cost Estimate of the services solicited for the amount of \$130,396,500.00. The PRDOH determines the Independent Cost Estimate (ICE) for the services procured with the assistance of the Area that solicitates the service. This requirement is established in 2 CFR Part 200, as well as in the "Puerto Rico Department of Housing Procurement Manual and Contractual Requirements for the CDBG-DR-Program" (the "Manual").

Overall, the Cost Proposal submitted by **Tuba Group, Inc.** is 31.07% lower than the Independent Cost Estimate and the Cost Proposal submitted by **Horne, LLP** is 13.57% higher than the ICE. (See TABLE 1)

Table 1: SUMMARY

CONTRACT BASE PERIOD	INDEPENDENT COST ESTIMATE	TUBA GROUP, INC.	HORNE, LLP
YEAR 1	\$43,465,500.00	\$29,087,510.40	\$49,364,640.00
YEAR 2	\$43,465,500.00	\$29,950,432.20	\$49,364,640.00
YEAR 3	\$43,465,500.00	\$30,848,524.20	\$49,364,640.00
TOTAL CONTRACT BASE PERIOD	\$130,396,500.00	\$89,886,466.80	\$148,093,920.00

INDEPENDENT COST ESTIMATE	\$130,396,500.00	
TUBA	\$89,886,466.80	-31.07%
HORNE	\$148,093,920.00	+13.57%

This RFQ required that the Proposers must demonstrate that they own, or are able to provide and manage, without cost to the PRDOH, a software system allowing for, among other things, efficient data management, efficient implementation, monitoring and/or issuance of reports related to the CBGR-DR activities and the use of grant funds. PRDOH issued on November 2, 2018, Addendum No. 4, wherein

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the PRDOH determined that it will pay for the Subscription Cost of the Grant Management software and each Proposer shall submit an Alternate Cost for these fees (Training and Technical support shall be considered).

The Alternate Cost submitted by each one of the Proposers for the Grant Management software is, as follows:

TUBA GROUP, INC. (eCivis)

CONTRACT BASE PERIOD (3 YEARS)	
Year 1	\$2,317,239.90
Year 2	\$1,820,497.31
Year 3	\$1,875,112.24
Total Contract Base Period	\$6,012,847.45

HORNE, LLP. (Canopy)

	Quantity	Years	Maximum Monthly Cost	Maximum Annual Cost
IT Deployment	1	1	\$2,500,000.00	\$2,500,000.00
Monthly Technical Support and Custom Development	12	3	\$70,000.00	\$2,520,000.00
Annual Canopy User License	500	3	\$500.00	\$750,000.00
Total Estimated Subscription Cost				\$5,770,000.00

Evaluation Committee Recommendation:

The Evaluation Committee Report for CDBG-DR GSA E-BUY RFQ #1335494 "GRANT MANAGEMENT SERVICES" was submitted to the Procurement Area on February 5, 2019. In this Request for Quotations (RFQ) process, technical aspects of Proposers were evaluated and scored according to certain criteria for a maximum total score of 150 points. The Committee is looking for the best-qualified firm to do the job efficiently in the least amount of time possible and, as stated in the RFQ, the responsible firm whose technical approach to the project, qualifications, price and/or any other factors considered, **is most advantageous to the PRDOH**. Out of the 150 maximum score points, Horne, L.L.P., scored 147, which represents a 98% of compliance with the Technical Requirements, while TUBA Group, Inc., scored 109 for only 72% of compliance.

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Accordingly, and based on the above, the Evaluation Committee recommends Horne, LLP., to be the best-qualified and most advantageous Proposer to perform the services required to assist PRDOH in the Puerto Rico's recovery efforts.

Negotiation Process: Request for Revised Proposals

Following the procedure established in the RFQ, the Evaluation Committee's recommendation was presented to the Procurement Office. The Procurement Area, while acknowledging the technical qualifications evaluations, then continued with the proceedings according with the requirements as set forth in the RFQ. Pursuant to Section 7 of the RFQ, the PRDOH may exercise its option to negotiate compensation with the Proposers with the highest combined scores. Actually, it constitutes Standard Operating Procedure in the Procurement Office, to negotiate with proposers with the highest scores in order to obtain the most advantageous prices for the agency while securing the expertise and experience required to managing this program.

The scope and extent of discussions are a matter of PRDOH's judgment and discretion. As part of the negotiations, Proposers may be informed that their price is considered by the PRDOH to be too high, or too low, and clarification of their price could be requested. Although, Proposers shall not be directed to reduce or increase their proposed prices to a specific amount in order to be considered for award.

As part of the analysis of the Cost Proposal, the Procurement Area found that Tuba's Cost Proposal was too low and Horne's Cost Proposal was too high, compared to the ICE. For this reason, on February 12, 2019, the Procurement Area sent negotiation letters to the Proposers requesting a Best and Final Offer (BAFO). In response, both Proposers sent final Cost Proposals, which were received on February 19, 2019.

TUBA GROUP, INC.

CONTRACT BASE PERIOD	INDEPENDENT COST ESTIMATE	TUBA GROUP, INC.	GRANT MANAGEMENT SOFTWARE
YEAR 1	\$43,465,500.00	\$34,798,233.60	\$2,190,378.62
YEAR 2	\$43,465,500.00	\$35,842,622.40	\$1,720,832.55
YEAR 3	\$43,465,500.00	\$36,917,992.80	\$1,772,457.52
TOTAL CONTRACT BASE PERIOD	\$130,396,500.00	\$107,558,848.80	\$5,683,668.69

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HORNE, LLP.

CONTRACT BASE PERIOD	INDEPENDENT COST ESTIMATE	HORNE, LLP	GRANT MANAGEMENT SOFTWARE
YEAR 1	\$43,465,500.00	\$39,323,700.00	---
YEAR 2	\$43,465,500.00	\$39,323,700.00	---
YEAR 3	\$43,465,500.00	\$39,323,700.00	---
TOTAL CONTRACT BASE PERIOD	\$130,396,500.00	\$117,971,100.00	\$5,770,000.00

INDEPENDENT COST ESTIMATE	\$130,396,500.00	
TUBA	\$107,558,848.80	-17.51%
HORNE	\$117,971,100.00	-9.52%

As we can observe, with the Revised Proposals, the sum for the Total Contract Base Period changes and the percentage of the Cost Proposal compared to the ICE, also changes.

Using the numbers of the Revised Cost Proposals submitted, the Procurement Area applied the Price per Point formula and concluded that Proposer Horne, LLP., had the lowest Price per Point, as stated below:

Tuba Group, Inc.:

• $Proposal\ Price\ per\ Point = \frac{\$107,558,848.80}{109} = \$986,778.43$

Horne, LLP.:

• $Proposal\ Price\ per\ Point = \frac{\$117,971,100.00}{147} = \$802,524.49$

AWARD

After evaluating all this information, the Bid Board has determined to awards this RFQ to Horne, LLP, for \$117,971,100.00 for Grant Management Services and the amount of \$5,770,000.00 for providing the Grant Management Software.

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Notification of this Award shall be through the GSA EBUY Purchasing System. Proposers shall refer to FAR Part 33, and to clauses 52.233-2 and 52.233-3 incorporated to their corresponding GSA schedule contract, for the protests, disputes and appeals procedures applicable to the award determination or Award Notice of this RFQ.

Approved by:

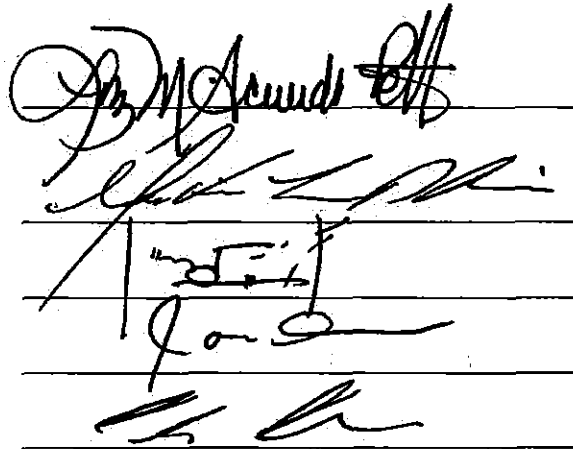
Eng. Luz M. Acevedo Pellot, P.E.
Chairman

Ms. Niurka E. Rivera Rivera

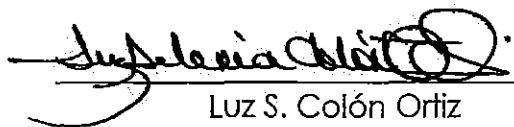
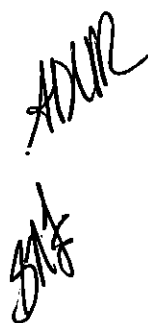
Mr. Joel Ayala Martínez, Esq.

Mr. José Torres Echevarría

Mr. César Candelario Candelario

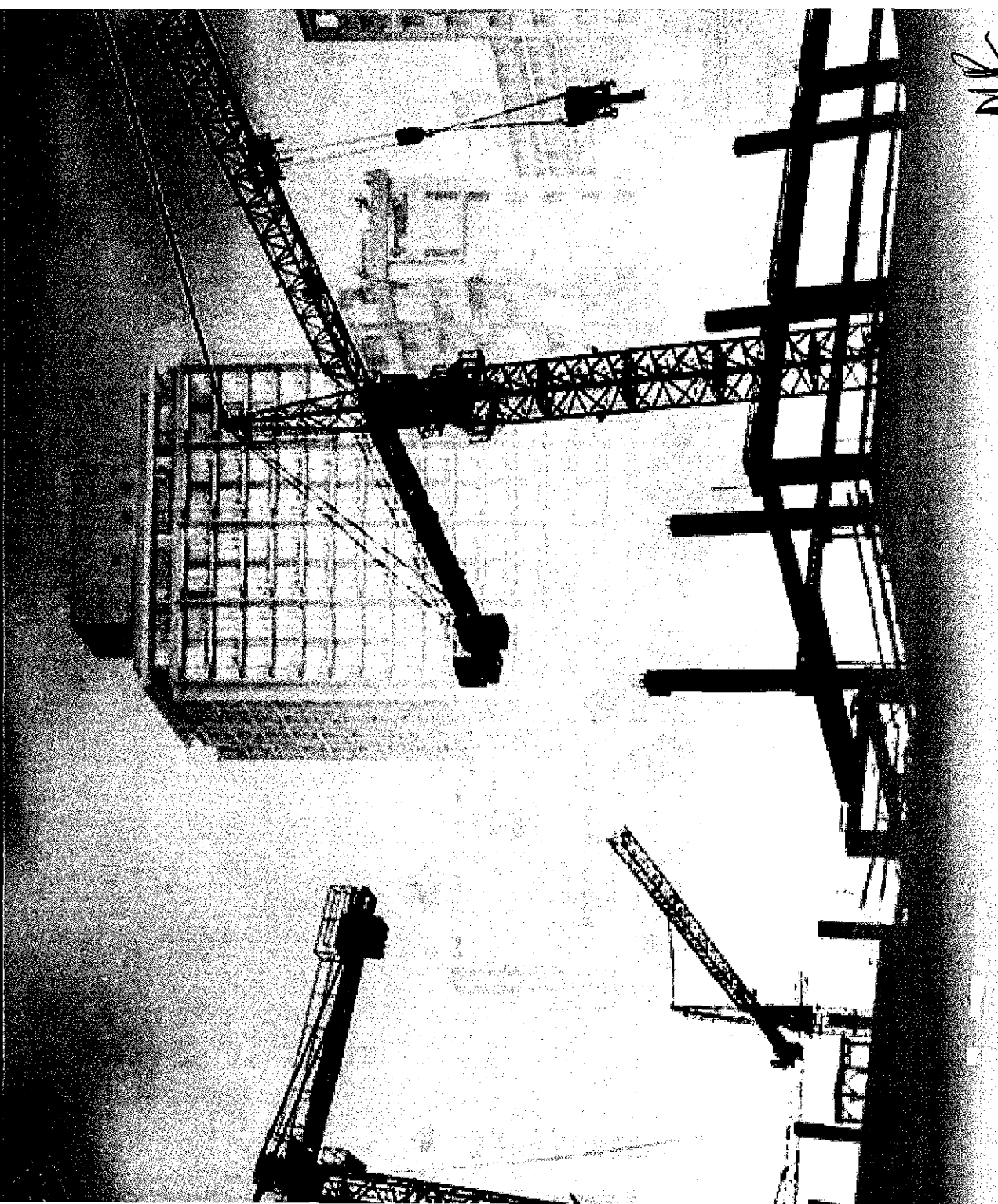


CERTIFICATION: I hereby certify that I have delivered the original of this Resolution to Mr. Rafael Vázquez Muñiz, Procurement Director, on this 6 day of March 2019.


Luz S. Colón Ortiz
Secretary, Bid Board

REQUEST FOR QUOTATIONS

Grant Management Services
Community Development Block Grant - Disaster Recovery
GSA e-Buy RFQ 1335494



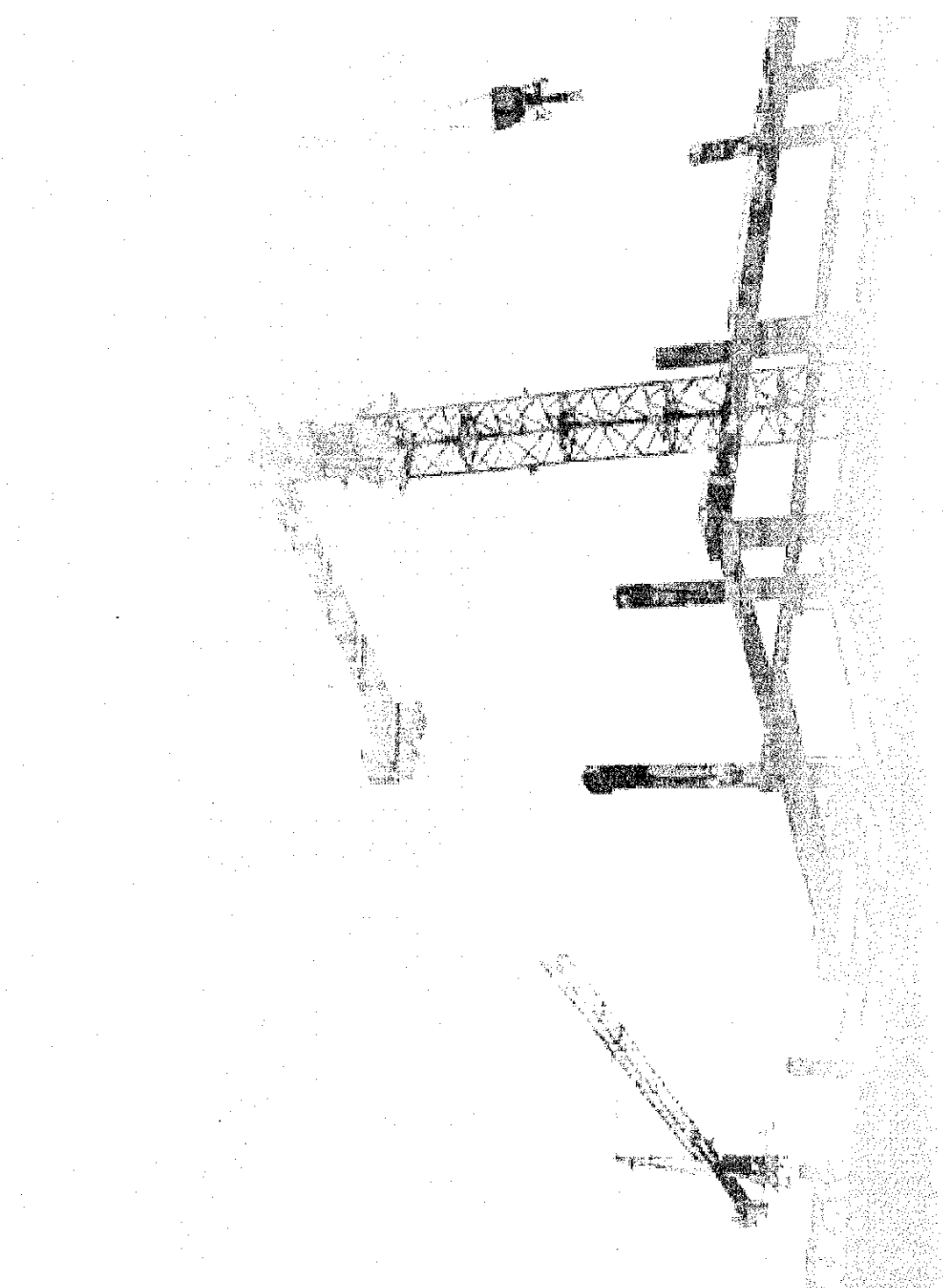
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TAB 1

EXHIBIT A-2

EXHIBIT A-2: QUALIFICATIONS AND WORK APPROACH PROPOSAL CHECKLIST



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GOVERNMENT OF PUERTO RICO
Department of Housing

EXHIBIT A-2 (REVISED)
QUALIFICATIONS AND WORK APPROACH PROPOSAL CHECKLIST
 Request for Quotations
 Grant Management Services
 Community Development Block Grant – Disaster Recovery

Submitted Proposals shall incorporate the following documents in the order provided, the forms included as part of the RFP must be completed and incorporated as part of the Proposal. The PRDOH reserves the right to reject any Proposal that does not fully satisfy these requirements. Proposer shall mark its initials in the space provided below to indicate its compliance with the Checklist's requirements. If applicable, the Proposer shall submit for Subcontractors those items indicated as applicable with a checkmark below.

Company Submitting is:

- ☒ Proposer HORNE LLP
☐ Subcontractor

Tab	Initials	Subcontractor Applicability	Document Description
1	SAF	✓	Exhibit A-2: Qualifications and Work Approach Proposal Checklist
2	SAF	✓	Exhibit C: Statement of Qualifications
3	SAF	✓	Company's Profile
4	SAF	✓	Organizational Chart
5	SAF		Work Approach

Proposer's Signature

November 13, 2018

Date

S. Neil Forbes

Proposer's Printed Name

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5/18

SAF



GOVERNMENT OF PUERTO RICO
Department of Housing

EXHIBIT A-2 (REVISED)
QUALIFICATIONS AND WORK APPROACH PROPOSAL CHECKLIST
 Request for Quotations
 Grant Management Services
 Community Development Block Grant – Disaster Recovery

Submitted Proposals shall incorporate the following documents in the order provided, the forms included as part of the RFP must be completed and incorporated as part of the Proposal. The PRDOH reserves the right to reject any Proposal that does not fully satisfy these requirements. Proposer shall mark its initials in the space provided below to indicate its compliance with the Checklist's requirements. If applicable, the Proposer shall submit for Subcontractors those items indicated as applicable with a checkmark below.

Company Submitting is:

Proposer

☒ Subcontractor HAGE Consulting Group

Tab	Initials	Subcontractor Applicability	Document Description
1	SAF	✓	Exhibit A-2: Qualifications and Work Approach Proposal Checklist
2	SAF	✓	Exhibit C: Statement of Qualifications
3	SAF	✓	Company's Profile
4	SAF	✓	Organizational Chart
5	SAF		Work Approach

Proposer's Signature

November 13, 2018

Date

S. Neil Forbes

Proposer's Printed Name



GOVERNMENT OF PUERTO RICO
Department of Housing

EXHIBIT A-2 (REVISED)
QUALIFICATIONS AND WORK APPROACH PROPOSAL CHECKLIST
 Request for Qualifications
 Grant Management Services
 Community Development Block Grant – Disaster Recovery

Submitted Proposals shall incorporate the following documents in the order provided, the forms included as part of the RFP must be completed and incorporated as part of the Proposal. The PRDOH reserves the right to reject any Proposal that does not fully satisfy these requirements. Proposer shall mark its initials in the space provided below to indicate its compliance with the Checklist's requirements. If applicable, the Proposer shall submit for Subcontractors those items indicated as applicable with a checkmark below.

Company Submitting Is:

Proposer

☒ Subcontractor C2S Consulting LLC

Tab	Initials	Subcontractor Applicability	Document Description
1	SNF	✓	Exhibit A-2: Qualifications and Work Approach Proposal Checklist
2	SNF	✓	Exhibit C: Statement of Qualifications
3	SNF	✓	Company's Profile
4	SNF	✓	Organizational Chart
5	SNF		Work Approach

S. Neil Forbes

Proposer's Signature

November 13, 2018

Date

S. Neil Forbes

Proposer's Printed Name

SNF

SNF

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GOVERNMENT OF PUERTO RICO
Department of Housing

EXHIBIT A-2 (REVISED)
QUALIFICATIONS AND WORK APPROACH PROPOSAL CHECKLIST
 Request for Quotations
 Grant Management Services
 Community Development Block Grant – Disaster Recovery

Submitted Proposals shall incorporate the following documents in the order provided, the forms included as part of the RFP must be completed and incorporated as part of the Proposal. The PRDOH reserves the right to reject any Proposal that does not fully satisfy these requirements. Proposer shall mark its initials in the space provided below to indicate its compliance with the Checklist's requirements. If applicable, the Proposer shall submit for Subcontractors those items indicated as applicable with a checkmark below.

Company Submitting Is:

Proposer

☒ Subcontractor C2S Consulting LLC

Tab	Initials	Subcontractor Applicability	Document Description
1	BAP	✓	Exhibit A-2: Qualifications and Work Approach Proposal Checklist
2	BAP	✓	Exhibit C: Statement of Qualifications
3	BAP	✓	Company's Profile
4	BAP	✓	Organizational Chart
5	BAP		Work Approach

Proposer's Signature

November 13, 2018

Date

S. Neil Forbes

Proposer's Printed Name

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BAP



GOVERNMENT OF PUERTO RICO
Department of Housing

EXHIBIT A-2 (REVISED)
QUALIFICATIONS AND WORK APPROACH PROPOSAL CHECKLIST
 Request for Quotations
 Grant Management Services
 Community Development Block Grant – Disaster Recovery

Submitted Proposals shall incorporate the following documents in the order provided, the forms included as part of the RFP must be completed and incorporated as part of the Proposal. The PRDOH reserves the right to reject any Proposal that does not fully satisfy these requirements. Proposer shall mark its initials in the space provided below to indicate its compliance with the Checklist's requirements. If applicable, the Proposer shall submit for Subcontractors those items indicated as applicable with a checkmark below.

Company Submitting Is:

Proposer

☒ Subcontractor Capital Access

Tab	Initials	Subcontractor Applicability	Document Description
1	SNF	✓	Exhibit A-2: Qualifications and Work Approach Proposal Checklist
2	SNF	✓	Exhibit C: Statement of Qualifications
3	SNF	✓	Company's Profile
4	SNF	✓	Organizational Chart
5	SNF		Work Approach

S. Neil Forbes

Proposer's Signature

November 13, 2018

Date

S. Neil Forbes

Proposer's Printed Name

ASUR
SNF

EAF



GOVERNMENT OF PUERTO RICO
Department of Housing

EXHIBIT A-2 (REVISED)
QUALIFICATIONS AND WORK APPROACH PROPOSAL CHECKLIST
 Request for Quotations
 Grant Management Services
 Community Development Block Grant – Disaster Recovery

Submitted Proposals shall incorporate the following documents in the order provided, the forms included as part of the RFP must be completed and incorporated as part of the Proposal. The PRDOH reserves the right to reject any Proposal that does not fully satisfy these requirements. Proposer shall mark its initials in the space provided below to indicate its compliance with the Checklist's requirements. If applicable, the Proposer shall submit for Subcontractors those items indicated as applicable with a checkmark below.

Company Submitting Is:

Proposer

☒ Subcontractor Hunt, Gulliot & Associates

Tab	Initials	Subcontractor Applicability	Document Description
1	EAF	✓	Exhibit A-2: Qualifications and Work Approach Proposal Checklist
2	EAF	✓	Exhibit C: Statement of Qualifications
3	EAF	✓	Company's Profile
4	EAF	✓	Organizational Chart
5	EAF		Work Approach

Proposer's Signature

November 13, 2018

Date

S. Neil Forbes

Proposer's Printed Name

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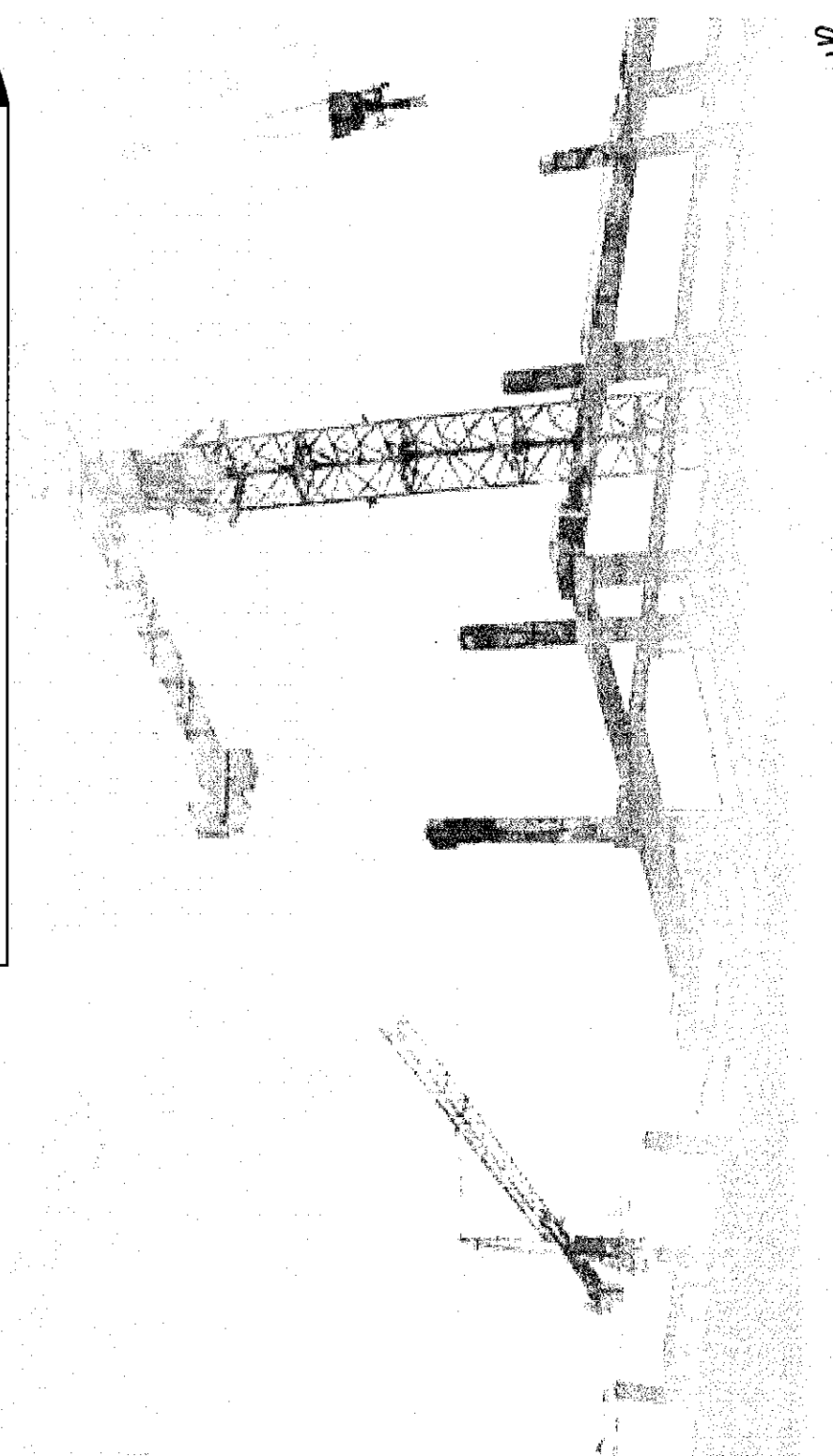
EAF

TAB 2

EXHIBIT A-2

EXHIBIT C:

STATEMENT OF QUALIFICATIONS



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HORNE

CONSULTING & BUSINESS ADVISORS

WQ GROUP



HEA

HEA



GOVERNMENT OF PUERTO RICO
Department of Housing

Proposer's Initials: SAF

EXHIBIT C (REVISED)
STATEMENT OF QUALIFICATIONS
 Request for Quotations
 Grant Management Services
 Community Development Block Grant – Disaster Recovery

1. Entity Data:

1.1. Proposer's / Subcontractor Identification:

HORNE LLP 1962 20-1941244
 (Proposer's Legal Name) (Year of Establishment) (Tax ID)
☐ Subcontractor 07-507-1548
 (D-U-N-S Number)

1.2. The following named person is hereby authorized to bind the Proposer in matters related to the Contract:

S. Neil Forbes Partner In Charge
 (Name) (Position)

1.3. Physical Address:

1020 Highland Colony Parkway
 (Address Line 1)
Suite 400
 (Address Line 2)
Ridgeland MS 39157
 (City) (State) (Zip Code)

1.4. Mailing Address:

1020 Highland Colony Parkway
 (Address Line 1)
Suite 400
 (Address Line 2)
Ridgeland MS 39157
 (City) (State) (Zip Code)

1.5. Contact Information:

601-326-1091 601-766-6096 neil.forbes@hornellp.com
 (Telephone Number) (Facsimile Number) (Email Address)

1.6. The Entity is a:

☒ Partnership ☐ Other (Specify) _____
☐ Corporation ☐ Joint Venture N/A

1.7. If a corporation, indicate all that apply:

☐ Publicly Held ☒ Privately Held ☐ Subsidiary

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SAF

Exhibit C (REVISED) – Statement of Qualifications
RFQ Grant Management Services Under CDBG-DR for Puerto Rico
Page 2 of 7

Proposer's Initials: *SAF*

- 1.8. **Officers and Directors:** Detail the names, telephone numbers, and email addresses of the officers, directors, members, and any partners of the Proposer.

Name	Telephone	Email	Officer	Director	Member	Partner
Robert H. Alexander	601-326-1041	robert.alexander@hornellp.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Gregory D. Anderson	601-268-1040	greg.anderson@hornellp.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jeffrey N. Aucoin	225-341-3115	jeff.aucoin@hornellp.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Rudolf M. Blumentritt	225-341-3197	rud.blumentritt@hornellp.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Joel K. Bobo	601-326-1332	joel.bobo@hornellp.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ollie D. Boykin, Jr.	251-476-8232	dee.boykin@hornellp.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
James R. Butcher	731-664-3718	rusty.butcher@hornellp.com	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Tommy E. Butler	601-326-1027	tommy.butler@hornellp.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ann R. Cleland	901-759-7395	ann.cleland@hornellp.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Catherine M. Denman	601-326-1125	cathy.denman@hornellp.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Marsha H. Dieckman	601-326-1024	marsha.dieckman@hornellp.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Joshua D. Edwards	601-326-1345	josh.edwards@hornellp.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wynlen F. Eversole	601-326-1167	wendy.eversole@hornellp.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Stephen N. Forbes	601-326-1091	neil.forbes@hornellp.com	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Patrick C. Gough	601-326-1327	patrick.gough@hornellp.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Joe E. Green	601-326-1321	joe.green@hornellp.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Anita C. Hamilton	731-664-3706	anita.hamilton@hornellp.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Joe D. Havens, Jr.	601-326-1126	joey.havens@hornellp.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. K. Hines	601-326-1026	kirk.hines@hornellp.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Scott A. Keller	202-467-4170	scott.keller@hornellp.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jonathan M. Krebs	601-466-0056	jonathan.krebs@hornellp.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ashley N. McAdams	731-664-3738	ashley.mcadams@hornellp.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Bryan C. McDonald	512-851-0985	bryan.mcdonald@hornellp.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
John K. Moody	601-326-1323	kade.moody@hornellp.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Norman E. Moore	601-326-1331	norman.moore@hornellp.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

AMR

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Proposer's Initials: SAP

Hans C. Pettit	601-326-1342	hans.pettit@hornellp.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Stan P. Purvis	601-326-1211	stan.purvis@hornellp.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Vera M. Reed	251-476-3005	vera.reed@hornellp.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Scott A. Samuels	601-326-1100	aaron.samuels@hornellp.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Michael R. Sassano	615-686-2603	michael.sassano@hornellp.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jason M. Saulters	251-450-3016	jason.saulters@hornellp.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
John D. Scott	601-326-1010	john.scott@hornellp.com	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Michael T. Skinner	901-562-0825	mike.skinner@hornellp.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Anna C. Stroble	601-326-1317	anna.stroble@hornellp.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Bruce D. Walt	601-326-1144	bruce.walt@hornellp.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Katherine G. Watts	731-664-3712	kathy.watts@hornellp.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
David A. Williams	601-326-1320	david.williams@hornellp.com	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wesley T. Winborne	601-326-1326	wes.winborne@hornellp.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

2. Capacity to Provide Services:

- 2.1. **Brief History of the Firm:** Attach to this Statement of See Attachment A Qualifications the company's profile.
- 2.2. **Proposer's Organizational Chart:** Attach to this Statement of See Attachment B Qualifications the Proposer's Organizational Chart for the Services.
- 2.3. Has the Bidder been involved in any criminal, civil, or administrative suits, actions, investigations, litigations, or proceedings that where commenced, pending, settled, threatened, resolved, or concluded during the five (5) year period prior to the date of the Proposal Due Date?

☒ No☐ Yes (See Attachment ____)

If the answer to this question is "yes", state for each such suit, action, investigation or proceeding the (a) date of the suit, action, investigation or proceeding (or time period involved); (b) the specific nature of the suit, action, investigation or proceeding; (c) the amount of funds involved, if any; (d) the names of the parties; (e) the names and complete addresses of the courts and law enforcements agencies involved; (f) the title and file number of the suit, action, investigation or proceeding; (g) the disposition or current status; and (h) any sentence, fine or other penalty imposed on additional sheets attached to this Statement of Qualifications. Also include an opinion from an attorney discussing whether the Proposer's work will be impacted by the litigation.

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yes

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Proposer's Initials: *SAF*

2.4. Proposer's Ongoing Contracts/Projects (Include additional sheets of this table if necessary)

ID	Client Name	Work Description	Contract Amount	Project Duration (In Months)	Status	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1	Government of Puerto Rico Department of Housing	Financial Management and Grant Compliance Certification, Completion and Submission of Action Plan, and Assistance with Initial administrative functions to receive CDBG-DR grant.	\$1.75m	15	Active	06/30/2019	<ul style="list-style-type: none"> Action Plan Unmet Needs Assessment Development Citizen participation plan Financial management and grant compliance certifications 	Dennis G. González Ramos, PE MEM Deputy Secretary	787-274-2527 Ext 6404
2	Mississippi Development Authority (MDA)	<p>Hurricane Katrina Recovery Programs Project Management Office</p> <p>HORNE serves as Project Management Office for the State of Mississippi's \$5.5 billion CDBG-DR funding allocation. We facilitate cross-program coordination, financial management activities, streamlined reporting, coordinate document management, and work directly with the State to ensure overall compliance with program, state, and federal requirements. We provide MDA with a central source for program support and process solutions that encompass 18 different programs.</p> <p>We respond quickly and creatively to MDA's program needs and increase efficiency and conserve resources through a variety of tailored solutions. For example, we developed cost classification tables for MDA and provided guidance around federal regulations including 24 CFR 570.205-.206 to ensure proper allocation of delivery, administrative, and activity costs. Working closely with MDA and HUD, we ultimately reclassified over \$45 million in administrative activities to project delivery activities to properly reflect the underlying activities performed.</p> <p>We designed and executed a program-wide document management solution that has scanned and indexed over 9.3 million pages to date. The system allows 24/7 secure access to authorized program stakeholders from anywhere in the world.</p> <p>Using our live, web-based reporting solutions, we provide timely response to information requests from the Governor's</p>	\$177.7m	161	Active	3/31/2021	<ul style="list-style-type: none"> Provided guidance on HUD regulations and program requirements Financial management Procurement compliance Budgeting and forecasting Assess capabilities of sub-grantees and verify eligibility of activities Applicant outreach Applicant intake Personal Consultation Case Management Applicant grant closings Prepared sub-grantee agreements and training Performance Monitoring Programmatic/contractual oversight and monitoring Internal, external, federal, production, operational, performance, compliance, non-compliance, Section 3, and financial reporting Analysis of Impediments to Fair Housing Choice Compliance waivers Sub-grantee compliance with applicable laws and regulations Oversight and fund distribution Document control and management Program development and support Policy development and review Support of program and financial compliance requirements Internal and external communications Voluntary Organization Active In Disaster (VOAD) coordination Support for monitoring plans and execution 	Chuck Bearman Chief Compliance Officer	601-359-9345

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office, GAO, OIG, housing constituencies, and MDA.

We coordinate and communicate policies and best practices across multiple state agencies, projects, and municipal governments.

Neighborhood Home Program (NHP)
 HORNE provided full-spectrum recovery operations to implement the NHP, which was designed to assist impoverished and infirmed residents still struggling to recover from the devastating effects of Hurricane Katrina. Our outreach and applicant intake strategy leveraged VOAD familiarity with impacted communities and labor to collect 17,758 applications from nine counties in 90 days. HORNE worked with highly vulnerable applicants to navigate complex eligibility income criteria, ownership/heirship issues, and duplication of benefit challenges. We are concluding program closeout now and, to date, HUD has issued no monitoring findings.

Long-Term Workforce Housing Program (LTWH)
 HORNE provides full-spectrum recovery operations to implement the LTWH program. LTWH provides grants and loans to local units of government and both non-profit and for-profit organizations to provide long-term affordable housing in Hancock, Harrison, Jackson, and Pearl River counties on the Mississippi Gulf Coast.

The LTWH program assists individuals with low or moderate income to attain adequate housing, destroys and prevents slums or blight, and assists communities with rapid recovery due to an immediate threat to the well-being of the residents.

HORNE provides oversight for \$231 million in program funds for the LTWH Program consisting of more than 60 Subrecipients or grantees. HORNE continues to provide unrivaled experience with CDBG-DR dollars, housing program implementation, financial monitoring, and reporting requirements.

- Support for program operations
- Program management team support
- IT oversight and system development
- Staff, contractor and stakeholder training
- Outreach support (including section 3 compliance)
- Change control
- Automated applicant appeals process
- Internal monitoring services
- Legal support
- Environmental assessment
- Oversight of sub-grantee contracts
- Program benchmarks
- Onbase grant management system
- Eligibility verification
- Engineering and construction management
- Property management operations
- Oversight of overall program
- Reporting
- Closeout
- Transition

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HORNE develops and implements CDBG-compliant processes. Some of these processes include Area Median Income (AMI) compliance, Stafford Act compliance, and creating successful low- and moderate-income (LMI) housing initiatives.

Specific Activities Supporting State and Local Governments:

- Prepare Subrecipients for the contract, review policies and procedures and conduct training sessions on cash-request processing, HUD policies and Fair Housing requirements
- Automate Stafford Act compliance and process over 5,000 housing applicants for Duplication of Benefits of other federal assistance programs
- Create customized reporting tools that expanded transparency and accountability by aging and tracking all project processes and events
- Develop a Housing Applicant Income Verification process that determines applicant eligibility and monitors HUD Income requirements to increase Subrecipient compliance
- Automate the quarterly CAO reporting requirements and HUD's DRGR to establish transparency and consistency
- Provide policy recommendations on program income, Subrecipient financing, allowable expenses, and Duplication of Benefits verification
- Institute real-time milestone reporting that allows managers 24/7 access to web-based reports
- Automate the cash request process to pay Subrecipients in less than ten days
- Maximize CDBG dollars by developing program cost matrices to help MDA correctly classify administrative, project delivery and activity expenses for each Project.

Small Rental Assistance Program (SRAP)
 HORNE provides full-spectrum recovery operations to implement the SRAP program. SRAP encourages individuals and businesses to renovate or construct

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Proposer's Initials: SAF

affordable rental properties. By allowing property owners to apply for up to \$70,000 in forgivable loans for the repair or construction of rental properties, the program specifically targeted "infill," revitalization of traditional urban neighborhoods which were hit especially hard by Hurricane Katrina.

Specific activities include:

- Develop a web-based application intake system that integrated with our work-flow tool to expedite intake and eligibility processing
- Deliver superior applicant service by conducting personal eligibility consultations, in person and by phone
- Coordinate with site and environmental engineers to ensure successful compliance with state and federal regulations
- Establish a tenant income verification center to ensure low-to-moderate income compliance
- Coordinate with multiple state agencies, municipalities, insurance companies and other federal programs to certify Stafford Act compliance and current property taxes
- Implement a self-reporting, web-based compliance system that minimized long-term administrative expenses without compromising program integrity
- Establish and maintain an easily accessible, digital library of all applicant documents and case history through our document management system
- Increase efficiency and accountability by providing an automated project reporting system that offered real-time access to vital program details
- Automating the quarterly GAO reporting requirements and HUD DRGR

Homeowner Assistance Program (HAP) and Elevation Grant Program (EGP)

The Homeowner Assistance Program was a \$2 billion compensation grant program that provided financial assistance to

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homeowners who received damage due to Hurricane Katrina. Phase 1 of this program was administered by another contractor. HORNE, as PMO for MDA, was tasked with executing Phase 2 of the program due to lagging production.

We performed a reconciliation between the grant management system used by the original contractor and the State's accounting system. We identified a \$9 million variance, identified hundreds of reconciling items and gave the State assurance that they could account for every dollar associated with this program.

The EGP was a companion program to the HAP. This \$37 million program provided grants to applicants in Hancock, Harrison, Jackson and Pearl River counties to help defray the cost of elevating their homes to revised FEMA elevation requirements.

Economic Development Programs
 The MDA obligated over \$1 billion to three economic development programs essential to rebuilding Mississippi's economy and restoring the area's quality of life. These programs include the Port of Gulfport Restoration Program, Hancock County Ground Zero and the Katrina Economic Development program and were established to provide infrastructure to support economic development in the affected communities. These programs focus on creating, or retaining, jobs in areas that suffered damage from Hurricane Katrina as well as areas that received an influx of new residents due to the relocation of displaced individuals after the storm. Many of the businesses that are benefiting from these projects have also made a significant investment in these projects which showed their commitment to helping the coast rebuild.

The Port of Gulfport Restoration Program (\$570 million) provides funding to the Mississippi State Port Authority to facilitate the restoration of the Port's public infrastructure and publicly-owned facilities that were destroyed by Hurricane Katrina.

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This program also helps to provide long-term recovery of the operating capacity of the Port and is designed to increase the labor force on the Mississippi Gulf Coast by creating and returning jobs in the region, with an emphasis on low- to moderate-income (LMI) jobs.

The Hancock County Long-Term Recovery or "Ground Zero" Program (\$1.59 million) assists local governments in addressing the county's long-term recovery efforts. The program focuses on rebuilding downtown areas, replacing public facilities and making other public improvements. The program also assists local governments by allocating funds to support economic development and water, waste water and storm water infrastructure needs.

The Katrina Economic Development program is designed to meet the most pressing needs of people and communities that were most impacted by Hurricane Katrina. The purpose of this program is to provide infrastructure to support economic development to local governments. The funds were awarded in the form of grants and loans used for economic development purposes.

We support program management including design, implementation, financial management and compliance monitoring. In addition, we provide subject matter expertise and consultation regarding policy on regulatory items such as Section 3, Fair housing, Davis Bacon and National Objective. We perform procurement and subcontractor management to ensure compliance on regulatory requirements.

Section 3 Training

HORNE developed a comprehensive Section 3 training program for MDA's entire CDBG-DR program. We produced training materials, developed the outreach model for local covered jurisdictions and participated in the training sessions as keynote speakers. We developed a record-keeping system for MDA by which it could retain all documentation related to

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	<p>the training sessions, thereby documenting MDA's compliance requirements regarding the Section 3 training of the CDBG-DR program's managers, sub-grantees, contractors and subcontractors. We plan and carry out Section 3 Resident and Business Workshops. These workshops ensure comprehensive outreach and identification of Section 3 residents and businesses that are reflected in the State of Mississippi's successful compliance of Section 3 numerical and regulatory requirements. We work with the Subrecipient in contractor compliance training and monitoring of Section 3 documentation and hiring.</p> <p>We created MDA's Section 3 Database. It is used as a hiring tool for contractors. The database provided information on the skillsets of each individual and their contact information. It was incorporated as a mandatory process in the Section 3 Policy and Procedures requirement.</p>								
3	New York Governor's Office of Storm Recovery	<p>New York Rising Housing Recovery Program</p> <p>New York State received more than \$3.8 billion in CDBG-DR assistance funds to support the recovery from Hurricane Irene, Tropical Storm Lee, and Superstorm Sandy. Altogether, these storms damaged over 300,000 homes from Long Island up the Hudson River Valley. HORNE has provided applicant intake and eligibility reviews, verification of benefits, ongoing case management and customer service. HORNE has also provided a variety of specialized support services including policy recommendations and additional funding stream identification. Subsequently, our participation in weekly policy discussions ultimately resulted in leveraging an additional \$26.5 million in federal funds through the Department of Human Services Social Services Block Grant (SSBG) program.</p> <p>Technology</p> <p>Starting in 2013, HORNE worked with GOSR to supplement the IntelliGrants system of record with our eligibility software suite. The enhancement developed a workflow,</p>	\$50.5m	71	Active	12/31/2019	<ul style="list-style-type: none">• Applicant Outreach• Applicant Intake• Eligibility Verification• Case Management• Duplication of benefit verification• Award Calculations• Data Integration with IntelliGrants• Program development and support• Policy development and review• Reimbursement expense review• Construction technical assistance• Program Closeout• Application Closeout• Reporting• Relocation Assistance• Issue resolution• Training/Outreach Support• Document control and management• Customer Service• Process Improvement	Thehbia Hiwot Deputy Executive Director	212-480-7191

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decreased processing time, improved customer service to applicants, and reduced case management expenses to the state.

Innovative Assistance

GOSR uses an innovative assistance model that is focused on expedited distribution of funds directly to homeowners. This strategy effectively empowers individuals in their own recoveries and provides opportunities for homeowners to incorporate forward-thinking resiliency measures. Homeowners who require additional assistance to complete their recovery may also have access to state-managed resources to repair or reconstruct their damaged homes. HORNE's applicant-facing services go beyond over-the-phone technical advice to include home visits and procuring subcontractor services to complete minor repairs. HORNE also liaises between homeowners, construction contractors and building departments to increase the integrated relationship of case management and construction technical advice.

Intake and Eligibility

HORNE staffed several intake centers with case managers to collect required program documentation and complete eligibility reviews upon the opening of the single-family homeowner program in 2013. The HORNE team also provided a specialized verification of benefits team that worked remotely to review applications for accuracy and ensure no duplication of benefits received from other entities per the Robert T. Stafford Act. HORNE's team of certified public accountants and certified fraud examiners were tasked with overseeing anti-fraud, waste and abuse verifications.

Multifamily Assistance

Beginning in 2014, HORNE expanded beyond single-family homeowners to assist GOSR to develop and implement their multifamily assistance programs. These included rental properties as well as condominium and cooperative properties.

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The HORNE team was instrumental in developing a unique assistance program for the client that addresses the unmet need on a community level.

Mobile and Manufactured Housing Unit Focused Recovery

At the same time, HORNE began working with GOSR to tailor case management and recovery options for mobile and manufactured home owners. Program options were tailored to allow mobile and manufactured home owners the flexibility to either self-manage the purchase and install of their own replacement home or elect a state-managed procurement process HORNE was tasked with oversight of the procurement for all GOSR-supplied manufactured homes. In addition, HORNE worked with GOSR's policy team to develop a temporary relocation assistance program modeled on the provisions of Uniform Relocation Act allowing reimbursement of incurred expenses while displaced from their primary residence.

Uniform Relocation Assistance (URA)

In 2018, HORNE began assisting GOSR with documenting their URA compliance for 12,000 single-family homeowners and 800 rental property applications. Our support includes properly documenting and notifying all tenants whose homes are receiving NY Rising assistance and may be required to temporarily or permanently relocate. We are also providing the full suite of relocation assistance services by determining tenant eligibility, sourcing comparable replacement dwellings, reviewing claims for relocation payments and ensuring protection of tenants' rights as required under URA for displaced households.

4	Mississippi Emergency Management Agency	<p>Hurricane Katrina FEMA Public Assistance Program (PA)</p> <p>The HORNE team has been working hand-in-hand with the Mississippi Emergency Management Agency (MEMA), FEMA, state, local governments and sub-grantees since 2006 to help the State of Mississippi recover from the devastating destruction caused by Hurricane Katrina.</p>	\$162.9m	158	Active	2/28/2019	<ul style="list-style-type: none"> • Audit oversight and management • Programmatic monitoring • OIG and Improper Payments Elimination and recovery Act Audits • Claims processing under the Emergency Management Assistance Compact • Processed reimbursed requests for Electric Power Association 	<p>Clayton French Public Assistance Bureau Director</p> <p>Jana Henderson Acting Millgallon Office Director/Chief of Staff</p>	<p>601-933-6886</p> <p>601-933-6636</p>
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We perform financial analysis and document management required by the FEMA PA program. We provide an innovative system of on-the-ground accounting resources and web-based, real-time technology. This combination provides the financial structure specifically required to meet the compliance and transparency guidelines established to ensure an honest government and maintain public trust. Working with state and federal officials, we established and implemented the first state-based, real-time grant oversight procedures for PA.

In addition to working with the state and subgrantees to compile the required documentation for large project worksheets (PWs), we provide technical assistance and financial oversight to subgrantees for the entire life cycle of a PW. We ensure that all project costs are properly documented and in compliance with applicable contract terms or regulatory requirements; and that all costs submitted for reimbursement are within the scope of the project and processed in a timely manner.

Our team provides services to administer Interim project funding for more than 780 Subgrantees, totaling 11,111 projects and representing \$3.2 billion through FEMA's Public Assistance Program. The Mississippi team, which includes HORNE, was highlighted for expeditious closeout of projects by the OIG in its summary of Hurricane Katrina public assistance projects in Louisiana, Mississippi and Alabama.

Hurricane Katrina FEMA Hazard Mitigation Program (HMGP)
 HORNE provides accounting and oversight services related to \$330 million in HMGP funding to the Mississippi Emergency Management Agency (MEMA). This funding was a result of Hurricane Katrina's unprecedented destruction in 2005. HORNE works closely with MEMA, the local municipalities, and State agencies to

- Cooperatives for emergency power restoration
- Duplication of benefit verification
- Project Worksheet Reviews
- Document Management
- Budget creation, tracking, reporting and Budget variance monitoring
- Financial compliance (tracking, catalog and document)
- Project financial controls and reporting
- Coordinate with federal, state and local financial community
- Procurement and contracting compliance
- Fraud, waste and abuse identification and remediation
- Executive reporting and presentations
- Issue resolution
- Financial data analysis
- Financial performance and projection modeling
- Close out

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facilitate the funding of approved grant projects and ensure that procurement and contracting compliance regulations are followed.

HORNE assists MEMA's Office of Mitigation by performing a compliance review for assigned HMGP projects upon completion of the scope of work. The compliance review ensures that all supporting documentation is in compliance with HMGP requirements in order to expedite close out and release final payment.

HORNE also provides compliance reporting to document finalized project scope and cost and outlining all supporting documentation. We electronically index and link documents as part of a centralized electronic document management enterprise system for 24/7 access by authorized stakeholders.

HORNE's system of compliance review and monitoring for MEMA's office of mitigation produced nearly 900 pay request recommendations totaling \$206 million in HMGP funding for 56 applicants.

HORNE partnered with MEMA to develop and implement a 100% electronic pay request system which facilitates the preparation, review, and tracking of pay requests. We developed a reporting system to reconcile project financial performance to facilitate informed funding decisions.

5	Texas General Land Office	Hurricane Harvey Project Management & Planning Services HORNE assists the Texas General Land Office (GLO) in its first ever state-administered Direct Housing Mission. This program provides over \$1 billion in FEMA Individual Assistance for Direct Housing funds. We provide cross-program and department coordination, streamlined reporting, monitoring of financial management activities, document management, and overall program compliance monitoring. We deployed a record keeping management system	\$67.6m	92	Active	8/25/2019	<ul style="list-style-type: none">Guidance on FEMA regulations and program requirementsTraining and monitor Subrecipient performanceProgrammatic/contractual oversight and monitoringSubrecipient compliance with applicable laws and regulationsOversight and fund distributionCoordination of Site Inspections (SIR) for FEMA Direct Housing applicantsCoordinate environmental (EHP) reviews with FEMACoordinate the hauling and	Mark Havens Chief Clerk Hector Valle Deputy Clerk Pete Phillip Sr. Deputy Director	512-936-4441 512-463-5331 512-463-5001
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within 72 hours of engagement.

We assist the GLO with pilot recovery programs and administer the State of Texas' plan for temporary housing for Harvey survivors. This requires a flexible and experienced response team prepared for the unknown and ready to execute at a moment's notice. This requires implementation and coordination of Federal programs across hundreds of square miles and jurisdictions.

We provide GLO with a central source for program support and process solutions that encompassed 4 different programs and functions. Programs and functions include:

Programs:

- Mobile Housing Unit Program (MHU)
- Recreational Vehicle Program (RV)
- Direct Housing for Limited Home Repair Program (DALHR)
- Direct Lease Program (DL)

Functions:

- Project Management
- Subrecipient Monitoring (CPAs)
- QA/QC of Vendor/Contractor Invoices
- Rapid Real-time Technology Solutions
- Data Mining & Analyzing
- 24 Hour Call Center
- Face-to-Face Case Management

We developed relationships with FEMA, created training, and provided guidance around federal regulations including 44 CFR Part 206, Subpart D - Federal Assistance to Individuals and Households to ensure proper allocation of program, program management, and administrative costs. Working closely with FEMA and GLO, we limited the amount of costs assigned to administrative activities by clearly identifying and assigning costs appropriately to applicable FEMA programs.

Our team designed and executed a program-wide reporting, document management, and status solution that was customized and deployed within 72 hours.

- Installation of Mobile Housing Units (MHU) and Travel Trailers (TT)
- Coordinate the recertification process for MHU, RV, and Direct Lease applicants
 - Manage the deactivation process of MHU, RV, and Direct Lease applicants
 - Coordinate with FEMA to maintain a State staging yard for Temporary Housing Units (THU)
 - Work with FEMA and State to document program compliance
 - Perform face-to-face monthly recertification visits for all applicants
 - Daily Reporting to FEMA for all programs
 - Rapid technology deployment
 - Real-time reporting
 - Document control and management
 - Program development and support
 - Policy development and review
 - Support of program and financial compliance requirements
 - Internal and external communications
 - Support for monitoring plans and execution
 - Support for program operations
 - Program management team support
 - IT oversight and system development
 - Staff, contractor and stakeholder training
 - Change control
 - Oversight of Subrecipient contracts
 - Outreach support (including Section 3 compliance)
 - Intake
 - Eligibility verification
 - Case Management
 - Environmental assessment
 - Davis-Bacon verification
 - Analysis of Impediments to Fair Housing Choice
 - Automated applicant appeals process
 - Program benchmarks
 - Engineering and construction management

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The database was utilized across all programs. The rapid deployment system created by HORNE was instrumental in the success of the DALHR Program. It provided a construction management tool for all construction contractors to ensure consistency and data integrity while protecting Personally Identifiable Information (PII). We deployed project management professionals skilled in construction oversight to ensure construction activities are effective and efficient.

HORNE provides traditional and non-traditional monitoring and compliance review services of the FEMA Direct Housing Programs. The traditional monitoring and compliance reviews consist of reviewing subrecipients and GLO programs. Non-traditional monitoring and compliance review consist of MHU, RV, DALHR, and subrecipient invoice and reimbursement requests. In the non-traditional approach, we combine real-time program monitoring and compliance. Vendor and subrecipient training presentations are offered regarding financial management, internal controls, and project cost classifications, among others. Our team forecasts budgets, completion timeframes and production. We also promptly respond data requests from the Governor's office, FEMA, State Auditor, and Internal audit, and GLO utilizing our live, web-based reporting solution. We coordinate and communicate policies and best practices across multiple state agencies, projects, and municipal governments.

Hurricane Ike Recovery Programs:
Homeowner Opportunity Program (HAP)
The HORNE team worked directly with the state of Texas and local government agencies to provide technical assistance in the development of the HAP which provided an unprecedented relocation assistance program utilizing federal HUD CDBG-DR Grant funds. Services provided included the development of policies and procedures for the entire state.

- Property management operations
- Oversight of overall program
- Reporting
- Closeout
- Transition

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HORNE provided training across the state on multiple CDBG-DR Programs to ensure funding was appropriately designated within federal regulations. This program required collaboration with the HAP to ensure compliance across a multitude of complex monetary regulations.

This effort required coordination with local professionals that are not accustomed to dealing with federal disaster recovery funds. We provided detailed guidance and industry-first solutions that provided the groundwork for a successful program while working with local real estate firms, title, contractors, and insurance companies.

We monitored and administered project funding. We confirmed compliance for all requests for funds and accelerated recovery effort for affected families.

Houston Housing and Community Development

The HORNE team served as an extension of the GLO to provide technical guidance to the City of Houston for their CDBG-DR Programs.

We provided streamlined processes to the City of Houston. We developed and implemented safeguards to minimize errors, provided technical guidance around the development of disbursement processes, incorporated compliance reporting which tied final project cost at an individual level and provided real-time grant reporting allowing stakeholders to make well informed decisions, provided eligibility oversight and coordinated architect and inspection services and construction oversight to ensure homes were constructed in a resilient manner to ensure families, the city, and state was prepared for future disasters.

Galveston County Round 2 Housing Programs

HORNE provides full spectrum CDBG-DR programs to Galveston County. The County of Galveston is a coastal community and is routinely affected by

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water related disasters. We design and implement programs with special focus on resiliency measures.

These programs include a variety of rental and non-rental housing activities such as rehabilitation, reconstruction, new construction, and demolition of homeowner and rental housing units while also addressing recognized impediments to affirmatively furthering fair housing as required under the Fair Housing Act.

We provide all required services from outreach and intake to program closeout. We implement advanced building practices for resiliency while maintain strong stewardship of funds to assist as many families as possible.

City of Galveston Rounds 1 and 2 Housing Programs

The HORNE team was engaged to provide comprehensive grant administration activities for the City of Galveston Round 1 to replace a previous provider that was removed by the State of Texas. We were tasked with process applications at an unprecedented timeline to assist citizens that had experienced extended delays for recovery assistance. The team provided electronic transitional services to the state that drastically improved the oversight abilities by providing anytime access to files instead of having to rely on paper documents that were only available at one location at a time.

We revised existing policies and procedures to better track program performance and maintain compliance standards. We quickly augmented team members on the ground and provided remote support to meet program demands. This approach allowed local team members to focus on citizen's needs face to face while our support staff processed applications and coordinated inspection and construction activities.

We conducted contract signing events and educated applicants regarding

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		as CDBG-DR regulations including Davis-Bacon and Section 3 hires.							
		We successfully supported the Lower Rio Grande Valley in serving applicants in the completion of home repairs or reconstruction.							
6	South Carolina Disaster Recovery Office	<p>2015 Severe Storms and Hurricane Matthew CDBG-DR FULL-SPECTRUM HOUSING ASSISTANCE PROGRAMS</p> <p>HORNE provides rapid recovery services in the State of South Carolina for both the 2015 Storm and Hurricane Matthew recovery programs.</p> <p>We perform applicant intake and applicant eligibility verification procedures to identify and serve qualified citizens. We provide procurement oversight. We perform construction oversight activities. We focus on using local construction companies supplemented by larger, regional companies to ensure appropriate capacity levels while maintaining competitive pricing.</p> <p>We leverage our technology to streamline the applicant experience. Using our mobile technologies, we have shortened the time between initial personal or online consultation with applicants from hours to minutes. We introduce techniques to automate the verification of key eligibility information such as ID scanning. This instantly verifies:</p> <ul style="list-style-type: none"> • Applicant name, address and date of birth for identity confirmation; • Prior assistance such as FEMA, SBA and other federal data-sets; and • National third-party data for residency and previous assistance our team can conduct verification of income and eligibility requirements in less time for more people. <p>HORNE successfully created and delivered a seven-week recovery time line that has now become our standard and has been recognized by HUD as a best practice.</p> <p>We automated the final inspection process to enable construction inspectors to</p>	\$160.1m	26	Active	07/31/2019	<ul style="list-style-type: none"> • Provided guidance on HUD regulations and program requirements • Financial management • Procurement compliance • Budgeting and forecasting • Applicant Outreach • Applicant Intake • Personal consultation • Applicant grant closings • Prepared sub-grantee agreements and training • Performance monitoring • Programmatic/contractual oversight and monitoring • Internal, external, federal, production, operational, performance, compliance, non-compliance, Section 3, and financial reporting • Analysis of impediments to Fair Housing Choice • Compliance waivers • Oversight and fund distribution • Document control and management • Program development and support • Policy development and review • Support of program and financial compliance requirements • Internal and external communications • Voluntary Organization Active In Disaster (VOAD) coordination • Support for monitoring plans and execution • Support for program operations • Program management team support • IT oversight and system development • Staff, contractor and stakeholder training • Outreach support (including Section 3 compliance) 	Daniel Young Director of Grants and Incentives	803-737-0400

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program obligations, performed financial management activities and monitored disbursements for compliance with program, state, and federal requirements.

Lower Rio Grande Valley

HORNE provided aggressive outreach, intake, eligibility determination and award determination. In addition to construction management oversight services after Hurricane Ike's devastation to the residents of the Lower Rio Grande Valley. We hired, trained, and deployed a staff consisting primarily of local Spanish speaking and bilingual personnel recognizing our applicants were primarily Spanish speaking.

We conducted home and mobile intake visits to facilitate serving the most vulnerable populations to ensure all eligible applicants were afforded the opportunity to apply and receive recovery assistance. Our team also worked with non-profit organizations to provide follow-up visits to the home of applicants to collect missing documentation required for final eligibility determination.

HORNE worked side by side the Local Council of Government (COG) to develop and revise policies and procedures to speed up the recovery process without compromising the integrity of the program. The HORNE team recommended the use of a modified Adjusted Gross Income (AGI) 1040 calculation instead of their policy to calculate income based 24 CFR Part 5 which alleviated the amount of documentation required and the reduce the burden on applicants.

Upon notification of GLO, HUD and OIG visits, our team provided pre-monitoring service to identify potential areas of deficiency and recommended actions for correction. Our assistance resulted in no findings or concerns.

After eligibility and award calculations, we managed GLO approved contractors and their compliance with local codes as well

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		<p>access work orders and change orders as they conduct inspections. This allows for same day pass/fail communication to general contractors, and program managers. It enables our construction oversight team to quickly rectify deficiencies and expeditiously move the home back to final inspection.</p> <p>HORNE team members strive to be anticipatory with each engagement and client we serve. Our program leaders recognized two areas in which we could better serve South Carolina without additional cost or interruption in their work flows. In preparing for an upcoming HUD visit in July of 2018, HORNE began testing 20% of the applicant files in December of 2017 to ensure program requirements were being met. This step allowed the State to circumvent unnecessary findings and identify areas where efficiencies could be realized. We also learned the State's DRGR appointee would be leaving their position and saw an opportunity to assist them in developing a transition and training plan for the new staff member to seamlessly step in and take over the tasks of that position.</p>						<ul style="list-style-type: none">• Change control• Automated applicant appeals process• Internal monitoring services• Legal support• Environmental assessment• Program benchmarks• Grant management system• Eligibility verification• Engineering and construction management• Oversight of overall program• Reporting• Closeout• Transition		
7	Robeson County, North Carolina	<p>Hurricane Matthew Housing Recovery Program</p> <p>HORNE currently provides full-spectrum recovery program management to the communities within Robeson County who were affected by Hurricane Matthew. Our services include applicant outreach/intake services, VOAD coordination, strategic communications, information technology, internal audit/program compliance controls, construction management, environmental review and program closeout.</p> <p>HORNE began working with Robeson County in December of 2017 to layout a program designed for success in the administration of the County's CDBG-DR, HMGP and North Carolina Disaster Recovery Act funding. Our team quickly focused on the application and intake process to increase awareness in the community through outreach efforts at</p>	\$5.2m	24	Active	12/31/19	<ul style="list-style-type: none">• Provided guidance on HUD regulations and program requirements• Financial management• Procurement compliance• Budgeting and forecasting• Applicant Outreach• Applicant Intake• Personal consultation• Applicant grant closings• Prepared sub-grantee agreements and training• Performance monitoring• Programmatic/contractual oversight and monitoring• Internal, external, federal, production, operational, performance, compliance, non-compliance, Section 3, and financial reporting• Compliance waivers• Oversight and fund distribution• Applicant Award preparation and	Kellie Blue Assistant County Manager	910-671-3000	

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	<p>both council and county meetings, and festivals. Program information is also being disseminated to area churches, business and non-profit organizations to ensure affected residents understand their role in applying for assistance HORNE is mobilizing kiosk intake centers in high-traffic areas manned by intake specialists to assist residents with completing their applications. Through this effort, HORNE has completed intake for over 700 applications as of May 1, 2018.</p> <p>Another task of which HORNE is focusing is the completion of the Tier 1 environmental review. Our team has expedited delivery of the County's Tier 1 environmental review and is projected to complete approximately 400 site-specific Tier 2 environmental reviews. In addition, we have successfully completed a Categorically Excluded Subject to 58.5 (CEST) environmental review which allows some applicants to proceed through eligibility and receive assistance needed. As Program Manager, HORNE will oversee every step of these programs implemented in the County. Some of the support we provide includes review of necessary procurements for projects approved through the federal programs, review applications and confirm eligibility, provide program policy and procedure development to ensure compliance, construction management and provide transparent reporting. Our team has collaborated with state officials on specific steps to speed up the provision of assistance in the County through these programs and we are excited about the results of this positive collaboration.</p>					<ul style="list-style-type: none">• coordination• Applicant Reimbursement Management• Damage Inspections• Document control and management• Program development and support• Policy development and review• Support of program and financial compliance requirements• Internal and external communications• Voluntary Organization Active In Disaster (VOAD) coordination• Support for monitoring plans and execution• Support for program operations• Program management team support• IT oversight and system development• Staff, contractor and stakeholder training• Outreach support (including Section 3 compliance)• Change control• Assist in managing appeals process.• Internal monitoring services• Environmental assessment – Tier 1 and Tier 2 (site specific) preparation/reports• Program benchmarks• Provide IT solutions to integrate County's information into the State grant management system.• Eligibility verification• Engineering and construction management• Oversight of overall program• Reporting• Closeout• Transition
8 Puerto Rico Electric Power Authority (PREPA) Contracting Entity: HORNE Federal	HORNE Federal, a wholly owned subsidiary of HORNE provides day-to-day programmatic management and assesses risks for PREPA. We review all PREPA's response expenditures including, existing executed contracts, involving mechanisms, current compliance with Commonwealth and federal procurement regulations, and current compliance with federal statutes and regulations on disaster	\$3.7m	18	Active	6/30/2019	<ul style="list-style-type: none">• Programmatic management• Comprehensive risk assessment• Gap closure plan• Procurement oversight• Compliance review• Document review• Financial management support• Staff augmentation

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	response and reimbursement.								
	We assess overall contract management controls and policies and assist key PREPA personnel in strengthening areas with insufficient or ineffective controls.								
	We provide oversight of procurement and reimbursement activities to mitigate risks associated with third-party audits related to the disaster response.								
	We support PREPA accounting personnel in the areas of financial controls, invoicing and time management protocols, and contractual controls that are critical to reimbursement and illustrative of fiduciary responsibility.								
9 City of Fayetteville, NC	<p>Hurricane Matthew Housing Recovery Program</p> <p>HORNE provides program management for the city's CDBG-DR programs. We assist with procurement and program specific training of qualified contractors, review applications and confirm eligibility, ensure compliance with program policies and procedures, perform environmental reviews, coordinate construction management and oversee program closeout.</p>	\$1.3 m	36	Active	August 2021	<ul style="list-style-type: none">• Provide guidance on HUD regulations and program requirements• Support of program and financial compliance requirements• Internal and external communications• Financial management• Staff, contractor and stakeholder training• Program management team support• Internal monitoring services• Oversight of overall program• Procurement compliance• Budgeting and forecasting• Reporting• Applicant Outreach• Applicant Intake and consultation• Document control and management• Eligibility verification• Duplication of Benefits review and verification• Damage Inspections• Environmental assessment – Tier 1 and Tier 2 (site specific) preparation/reports• Engineering and construction management• Develop policies and procedures to accomplish construction phase of	Kristoff Bauer, Deputy City Manager	910-433-1993	

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							<ul style="list-style-type: none"> program • Applicant Award preparation and coordination • Assist in managing appeals process • Applicant Reimbursement Management • Applicant grant closings • Performance monitoring • Programmatic/contractual oversight and monitoring • Section 3 and financial reporting • Outreach support (including Section 3 compliance) • Support for program operations • Closeout 		
10	County of Sonoma, CA	HORNE provides specialized consulting, management, and program implementation services to support the County's disaster recovery efforts as they pertain to Community Development Block Grant Disaster Recovery (CDBG-DR) activities as a result of wildfires that occurred in October 2017.	\$2.7 m	36	Active	June 2021	<ul style="list-style-type: none"> Assess County policies, procedures, job roles, supporting technology, reporting and compliance systems, and other internal controls and capacity through strategic meetings, interviews of key leaders and staff, and technical assistance sessions. Review all available data, reports, minutes of public meetings, as well as other related policies, plans, and processes to assist with preparation of the capacity assessment. Recommend and assist with preparation of data sharing agreements with federal, state, and local sources, including but not limited to FEMA, SBA, and non-profit partners. Provide comprehensive assessment report of capacity and related recommendations in accordance with requirements outlined in the Federal Register, 24 CFR 570, and 2 CFR 200, to include financial management, procurement, duplication of benefits, timely expenditures, comprehensive website, fraud, waste, and abuse procedures, and staffing. Provide initial and ongoing training (classroom, field, and self-paced) and learning aides to staff and subcontractors, when required or as requested. Coordinate with the California Housing and Community Development and their consultants, and other appropriate agencies and stakeholders to provide 	Michael Gossman Deputy County Administrator, Office of Recovery and Resiliency	707-565-2431

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- local data and community input for development of the statewide Action Plan.
- Provide technical assistance and train County staff regarding CDBG-DR eligible activities and other relevant regulations to support future CDBG-DR funded activities.
 - Provide real-time report emails and regular executive briefings of matters as requested by County, including but not limited to various data analysts, CDBG-DR eligible activities, and Federal Register Notice requirements
 - Advise County staff regarding, and provide CDBG-DR related public outreach, distribution of information, and coordination with stakeholders.
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2.5. Proposer's Previous Projects and Contracts for Federal Programs that Qualify It to Develop and Implement the Project (Include additional sheets of this table if necessary).

ID	Client Name	Work Description	Contract Amount	Project Duration (In Months)	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1	Texas Department of Emergency Management	<p>FEMA Public Assistance and Hazard Mitigation Programs</p> <p>HORNE performed grant monitoring, compliance review, and other administrative services for the Texas Department of Public Safety Division of Emergency Management (TDEM) in implementation of \$2.2 billion of FEMA Public Assistance and Hazard Mitigation programs across 16 disasters including Hurricane Rita and Hurricane Harvey. HORNE provided a flex-force of disaster recovery and financial specialists who worked alongside TDEM throughout each phase of the disaster lifecycle to ensure both TDEM and impacted Subrecipients were equipped with partners to navigate federal program requirements and to speed recovery.</p> <p>Phase I: Pre-Disaster</p> <ul style="list-style-type: none"> • Provided training and best practices to TDEM and Subrecipients • Performed proactive outreach and support to Subrecipients before Hurricane Harvey made landfall • Provided regulatory insights and guidance • Assisted TDEM with streamlining their grants management system platform and provided best practices • Provided recommendations for changes to policies for both TDEM and Subrecipients <p>Phase II: Post-Disaster</p> <ul style="list-style-type: none"> • Conducted 488 Recovery Scoping Meetings under FEMA's new delivery method • Provided recommendations to FEMA and TDEM counterparts for improvements to the FEMA Portal • Performed over 850 subrecipient and project risk assessments • Served 737 Subrecipients in grant coordinator, and monitoring and compliance capacities across 6,284 projects 	\$96.2m	93	6/30/2018	<p>Grant Monitoring:</p> <ul style="list-style-type: none"> • Supported requests for information and stakeholder meetings for OIG, Single Audit, and Improper Payments Elimination and Recovery Act Audits • Provided budget creation, tracking, reporting and budget variance monitoring • Attended recovery scoping meetings • Performed subrecipient risk assessments • Reviewed Request for Public Assistance • Served as subrecipient grant coordinator for key meetings and communications among FEMA, grantee and subrecipient • Submitted reimbursement request consolidated review files • Performed project worksheet reviews • Provided document management • Provided issue resolution guidance • Provided consolidated files for appeals • Provided consolidated files for scope change requests • Responded to FEMA requests for information • Completed site inspection forms • Completed grantee quarterly reporting • Submitted time extension requests for approval • Submitted consolidated close-out files • Performed weekly and monthly executive reporting • Provided responses to ad-hoc executive leadership requests <p>Compliance Review:</p> <ul style="list-style-type: none"> • Provided budget creation, tracking, reporting and budget variance monitoring • Performed weekly and monthly executive reporting • Provided responses to ad-hoc executive leadership requests • Delivered draft and final reports on compliance <p>Other Administrative Tasks:</p> <ul style="list-style-type: none"> • Conducted training for grantee and subrecipient staff • Provided training material • Provided policies and procedures for public assistance and hazard mitigation grant programs 	Steve Cottle Section Administrator	512-424-2488

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		<ul style="list-style-type: none"> Assisted Subrecipients with project management and worked alongside IDEM and Subrecipients to review subrecipient expenditures and report on compliance with federal regulation, state requirements and subrecipient policies and refer over \$310 million in public assistance and hazard mitigation funding to impacted communities Performed 700 compliance reviews for IDEM totaling \$733 million in public assistance and hazard mitigation grants Assisted IDEM and Subrecipients with oversight reviews to include Office of Inspector General, FEMA, Single Audits, and Improper Payments Elimination and Recovery Improvement Act compliance. <p>Phase III: Closeouts</p> <ul style="list-style-type: none"> Referred 3,933 projects to closeout. Worked alongside FEMA representatives to ensure project closeouts applied consistent methodology and costs were within reasonable parameters 						
2	State of Colorado Department of Homeland Security and Emergency Management	<p>Flood and Fire Recovery, Hazard Mitigation Grant Program, and CDBG-DR Match Program</p> <p>HORNE assisted the Colorado Department of Homeland Security and Emergency Management (DHSEM) with its \$88.2 million HMGP program, \$67.1m CDBG-DR Infrastructure program, and global match program.</p> <p>We provided HMGP, CDBG-DR match and Infrastructure implementation, and oversight services to assist the State of Colorado in the recovery of a series of catastrophic flood and fire events resulting from unprecedented rainfall across 24 counties in 2013.</p> <p>We guided the State through pre-award activities for subrecipient applications to ensure appropriate reimbursement. We streamlined the appraisal process for acquisition activities; developed an Emergency Management Grants database for accurate monitoring; automated reporting; and implemented coordinated procedures to promote cash flow from</p>	\$5.0m	44	9/30/2018	<ul style="list-style-type: none"> FEMA HMGP and CDBG-DR Infrastructure programmatic guidance and implementation services for the State of Colorado for four Presidentially-declared events related to flooding and wildfire encompassing 24 counties in 2013. Horne performed CDBG-DR eligibility reviews of the FEMA's Public Assistance Program project worksheets to identify non-federal cost share match opportunities to maximize federal funding streams in the sub-recipient's recovery efforts. Procurement and contracting reviews for compliance with 2 CFR 200 and provided DHSEM with risk assessments of non-compliant procurement/contracting analysis Financial and compliance review of reimbursement requests, working with sub-recipients to resolve documentation issues and submitted to DHSEM with recommendation of full reimbursement or reduced amounts due to scope and procurement issues noted during Home review. Project tracking and reporting Document management Redesigned DHSEM's grant management software system to add acquisition module to facilitate workflow of processes established and enable monitoring of properly status in HMGP's acquisition 	Scott Baldwin Deputy State Hazard Mitigation Officer	720-852-6696

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<p>FEMA and CDBG-DR match funding streams.</p>	<p>process</p> <ul style="list-style-type: none"> • Prepared Quarterly Reports and submitted to FEMA • Prepared project reconciliations of grants management system, FEMA drawdowns and the State's financial system of record, identifying issues with fund accounts to be corrected. • Along with HORNE's contracted program management activities, HORNE proactively led the State to include pre-award activities in subrecipient applications for appropriate reimbursement. • Streamlined the appraisal process for acquisition activities, established a homeowner appeal policy relating to fair market valuation; • developed an Emergency Management Grants database for accurate monitoring; • Implemented a coordinated matching process within HMGP Acquisition projects to aggregate properties to be purchased at either 100% by FEMA or 100% CDBG-DR via non-federal cost share sources to maximize HUD's programmatic goals relating to LMI. • Reviewed subrecipient applications, performed viability and cost-benefit assessments of projects, and budget oversight. • Prepared close out packages for projects
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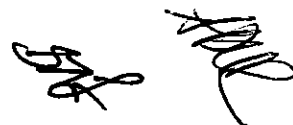


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3. Reputation and Managerial, Organization, and Technical Capabilities (Not Applicable to Subcontractors)

3.1. **Key Team Members for the Engagement:** Provide the following information for all Key Team Members for the Project.

Position	Resource Name	Education	Years of Experience on the Position Assigned	Years of Experience in the Profession	Contact Information
Senior Program Manager	Samir El Hage-Arocho	Master's in Construction Management Bachelor of Science in Electrical Engineering	13	15	939-717-7133 selhage@hagepsc.com
Senior Program Manager	Seth Magden	Master's in Latin American Studies, International Development & Global Health Focus Bachelor of Arts in Political Science & Spanish	7	13	602.451.8858 Seth.magden@hornellp.com
Senior Program Manager	Alethia Thomas	Bachelor of Science in Interdisciplinary Studies	13	13	409-659-5887 alethia.Thomas@hornellp.com
Program Manager Assistant	Katia González-Torres	Master's in Architecture Bachelor of Science in Environmental Design	7	11	787-509-5462 kgonzalez@hagepsc.com
Program Manager Assistant	Juan Alaniz	Master's in Social Work Bachelor of Arts in Social Work	5	7	956-688-9299 juan.alaniz@hornellp.com
Program Manager Assistant	Hank Manning	Master of Public Administration, Government Administration Bachelor of Arts in Political Science	40	40	866.255.6825 hmanning@hga-llc.com
Program Manager Assistant	Brendan Gordon	Master of Fine Arts with emphasis in Industrial Design and Bachelor of Art with emphasis in Studio Art and History	11	11	601-326-1000 brendan.gordon@hornellp.com
Program Manager Assistant	Lindsey Williams	Bachelor of Arts in Accountancy	5	9	601-326-1266 lindsey.williams@hornellp.com

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Senior Compliance Consultant	Monica Mota	Master's in Latin American Studies, Human Rights & Development Master's of Science in Community & Regional Planning Bachelor of Arts in English Literature	20	20	512-851-0496 monica.mota@hornellp.com
Compliance Consultant Assistant	Ángel R. Pérez-Amador	Bachelor of Science in Civil Engineering	8	8	787-562-5687 aperez@hagepsc.com
Compliance Consultant Assistant	Ross Woods	Master's in Economic Development	10	10	215-298-3289 rwoods@capitalaccessinc.com
Compliance Consultant Assistant	Leon Tarver	Bachelor of Arts in Political Science	12	12	713-993-7889 leon.tarver@hornellp.com
Compliance Consultant Assistant	Lillian Jenkins	Bachelor of Arts in Sociology	39	39	228-323-3145 lillian.jenkins@hornellp.com
Compliance Consultant Assistant	Caroline Cull-Brennan	Biotechnology Technical Degree	12	12	228-206-5485 caroline.cull-brennan@hornellp.com
Senior Financial Consultant	Jeremey Newberg	Bachelor of Arts in History & Political Science Coro Fellow in Public Affairs	30	30	267-784-5501 jn@capitalaccessinc.com
IT Lead	Francisco Debera Ochoa	Master's in Business Administration Bachelor of Business Administration in Banking and Finance	10	22	787-248-5551 HOfrancisco.debera@c2spr.com

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4. Bidder's Under Oath Certification:

The undersigned represents, warrants, and certifies on behalf of the Proposer that:

- a) The information contained in the Proposal is true and complete,
- b) The Proposal has been duly and properly authorized for submission by the Proposer, and
- c) In its preparation and development of the Proposal, the Proposer has not, directly or indirectly, solicited or received any advice, assistance, or information concerning the Proposal from any representative of the PRDOH, or its agents or contractors, which was not equally available to other Proposers and which might contribute to an actual or potential competitive advantage for the Proposer.

In witness thereof, the Proposer has executed this Statement of Qualifications this 8th day of November, 2018.

If Entity is a sole partnership or operates under a trade name:

	N/A	
	<hr/> (Printed Name of Firm)	
By:	N/A	
	<hr/> (Authorized Representative's Signature)	
	N/A	
	<hr/> (Printed Name of Authorized Representative)	
	N/A	
	<hr/> (Address Line 1)	
	N/A	
	<hr/> (Address Line 2)	
	N/A	N/A
	<hr/> (City)	<hr/> (State)
		<hr/> (Zip Code)

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Proposer's Initials: SNF

If Entity is a partnership or joint venture:

HORNE LLP
(Printed Name of Partnership or Joint Venture)
By: [Signature]
(Signature of General Partner)
S. Neil Forbes
(Printed Name of General Partner)
1020 Highland Colony Parkway
(Address Line 1)
Suite 400
(Address Line 2)
Ridgeland MS 39157
(City) (State) (Zip Code)

If Entity is a corporation:

N/A
(Printed Name of Corporation)
N/A
(Corporate Address Line 1)
N/A
(Corporate Address Line 2)
N/A N/A N/A
(City) (State) (Zip Code)
By: N/A
(Signature of Officer)
N/A
(Printed Name of Officer)
N/A
(Title of Officer)
Attest: N/A
(Secretary)

[CORPORATE SEAL]

N/A
(Jurisdiction of Incorporation)

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SNF



GOVERNMENT OF PUERTO RICO
Department of Housing

Proposer's Initials: SAF

EXHIBIT C (REVISED)
STATEMENT OF QUALIFICATIONS
 Request for Quotations
 Grant Management Services
 Community Development Block Grant – Disaster Recovery

1. Entity Data:

1.1. Proposer's / Subcontractor Identification:

HAGE Consulting Group, PSC 2013 660-80-0962
 (Proposer's Legal Name) (Year of Establishment) (Tax ID)
☒ Subcontractor 116767156
 (D-U-N-S Number)

1.2. The following named person is hereby authorized to bind the Proposer in matters related to the Contract:

Samir El Hage-Arocho Principal
 (Name) (Position)

1.3. Physical Address:

161 Ponce de León Ave.
 (Address Line 1)

Suite 204
 (Address Line 2)

San Juan PR 00918
 (City) (State) (Zip Code)

1.4. Mailing Address:

PO Box 1179
 (Address Line 1)

(Address Line 2)

Canóvanas PR 00729
 (City) (State) (Zip Code)

1.5. Contact Information:

(939) 717-7133 n/a selhage@hagepsc.com
 (Telephone Number) (Facsimile Number) (Email Address)

1.6. The Entity is a:

☐ Partnership ☐ Other (Specify)
☒ Corporation ☐ Joint Venture N/A

1.7. If a corporation, indicate all that apply:

☐ Publicly Held ☒ Privately Held ☐ Subsidiary

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- 1.8. **Officers and Directors:** Detail the names, telephone numbers, and email addresses of the officers, directors, members, and any partners of the Proposer.

Name	Telephone	Email	Officer	Director	Member	Partner
Samir El Hage-Arocho	(939) 717-7133	selhage@hagepsc.com	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. **Capacity to Provide Services:**

- 2.1. **Brief History of the Firm:** Attach to this Statement of Qualifications the company's profile. See Attachment **A**
- 2.2. **Proposer's Organizational Chart:** Attach to this Statement of Qualifications the Proposer's Organizational Chart for the Services. See Attachment **B**
- 2.3. Has the Bidder been involved in any criminal, civil, or administrative suits, actions, investigations, litigations, or proceedings that where commenced, pending, settled, threatened, resolved, or concluded during the five (5) year period prior to the date of the Proposal Due Date?
- ☒ No ☐ Yes (See Attachment _____)

If the answer to this question is "yes", state for each such suit, action, investigation or proceeding the (a) date of the suit, action, investigation or proceeding (or time period involved); (b) the specific nature of the suit, action, investigation or proceeding; (c) the amount of funds involved, if any; (d) the names of the parties; (e) the names and complete addresses of the courts and law enforcements agencies involved; (f) the title and file number of the suit, action, investigation or proceeding; (g) the disposition or current status; and (h) any sentence, fine or other penalty imposed on additional sheets attached to this Statement of Qualifications. Also include an opinion from an attorney discussing whether the Proposer's work will be impacted by the litigation.

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2.4. Ongoing Contracts/Projects (include additional sheets of this table if necessary)

ID	Client Name	Work Description	Contract Amount	Project Duration (in Months)	Status	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1	Puerto Rico Department of Housing	Overstight Management of the Sheltering and Temporary Essential Power Program (a.k.a. Tu Hogar Renace). The Program provides temporary repairs to private owner-occupied single-family dwellings to ensure safe, sanitary, and secure conditions for the citizens of Puerto Rico in the aftermath of Hurricane Maria. The Program is assisting over 110,000 dwellings all around Puerto Rico with a budget of 1.68 billion dollars. HAGE performed on the project through a JV. Program execution reached a total of over 700 homes completed on a daily basis.	\$3,850,776.74 (Contract of the JV)	13	In Progress [Samir El Hage-Arocho (key staff) is currently investing around 15% of his time in this work]	December 2018	<ul style="list-style-type: none"> Monitoring of repair work activities Coordination with DOH, FEMA, the Program Manager, and the Repair Works Contractors for the Program Risk management Program reporting Oversight and compliance review of the different tasks necessary for Program Implementation Liaisons for matters related to different audits and monitoring initiatives to the Program by the Office of the Comptroller of Puerto Rico and the Office of Inspector General 	Orison Trossi-Oliveras	(787) 274-2527
2	Puerto Rico Department of Housing	Consultants for PRDOH's and PRPHA's properties damage inspections, repair costs estimation, and mitigation measures development for over 300 public housing projects and other properties in the aftermath of Hurricane's Irma and Maria. HAGE performed on the project through a JV.	\$600,000.00 (Contract of the JV)	12	In Progress [Samir El Hage-Arocho (key staff) is currently investing around 5% of his time in this work]	March 2019	<ul style="list-style-type: none"> Site visits to properties to identify and document damages sustained Cost estimation of damages to bring properties to their pre-storm conditions Negotiations with FEMA as to overall project costs Development of mitigation measures to prevent or mitigate damages from future disasters Risk management Program reporting 	William O. Rodriguez-Rodriguez	(787) 759-9407
3	Puerto Rico Department of Housing	Consultants for the \$1.5 billion CDBG-DR grant received by PRDOH from HUD. Operational support to the PRDOH in the development of the tasks necessary to implement the programs under the grant. HAGE performed on the project through a JV.	\$1,000,000.00 (Contract of the JV)	12	In Progress [Samir El Hage-Arocho (key staff) is currently investing around 80% of his time in this work]	March 2019	<ul style="list-style-type: none"> Meetings with PRDOH to coordinate efforts Presentations related to the grant and programs Operational support to ensure that tasks required for grant and program implementation are completed 	Maria Lefebvre	(787) 274-2527
4	Puerto Rico Public Housing Authority	Consulting services for the PRPHA's mixed-finance projects (Las Gladiolas, Puerta de Tierra, and José Gautier Benítez). The PRPHA retained McCormack Baron Salazar, Inc. for the development of public housing and low-income housing dwellings at the site.	\$75,000.00	12	In Progress [No key staff proposed currently investing time in this project]	June 2019	<ul style="list-style-type: none"> Monitoring and documenting projects' progress Monitoring occupational safety at projects Review and recommendation of applications for payment, change orders, and draw requests Monitoring project schedule Review, comment, and approve developer reports Monitor compliance of the developer with insurance requirements and permits 	Danle Espinosa	(787) 759-9407

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RFQ Grant Management Services Under CDBG-DR for Puerto Rico
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Proposer's Initials: *SAP*

5	Banco Popular de Puerto Rico	Planning Consulting Services. HAGE provides consultation and feasibility studies to determine the viability of different projects islandwide for all development stages.	No Max. Amount on Contract. Services are Invoiced per Task Assigned	17	In Progress [No key staff proposed currently investing time in this project]	January 2020	<ul style="list-style-type: none"> Provided assessments during the land or property selection, and acquisition of potential sites for new construction. Assist with the architectural programming and space planning of new projects. Assist drafting the Requests for Proposals (RFP) for the design and other consultant's selection process. During construction, ensure the successful practical completion of the project on time and budget. 	Sofía Marrero	(787) 765-9800
6	Puerto Rico Courts Administration Office	Inspection Services. Inspection of the construction works related to the Restoration of Supreme Court of Puerto Rico Principal Building.	\$62,150.00	4	In Progress [No key staff proposed currently investing time in this project]	December 2018	<ul style="list-style-type: none"> Perform coordination with the designer, consultants, the owner, among others, to ensure the development of the Project. During construction, keep records of Project progress and submit daily, weekly and monthly reports with indications of significant activities or situations, costs, and projections. Evaluation of change orders, applications for payment, and contractor's performance. Ensure compliance with all contract documents, drawings and specifications. 	Daniel Padilla	(787) 641-6600 Ext. 5619
7	Academia Puertorriqueña de Jurisprudencia y Legislación	The Academia de Jurisprudencia y Legislación (APJL) acquired the Templo del Maestro building on Puerta de Tierra (a historical building) to house their new headquarters. APJL is currently in the process of rehabilitating the building and bringing it to its original conditions. HAGE provides project management services to APJL for the rehabilitation works. HAGE assists APJL in design management, procurement, permitting, and construction management for the entirety of the project. HAGE also assist in the identification of potential funds for the project.	No Max. Amount on Contract. Services are Invoiced per Task Assigned	12	In Progress [No key staff proposed currently investing time in this project]	March 2019	<ul style="list-style-type: none"> Design management Prepare and manage procurement processes for different stages of the project Evaluations and recommendation of procurements Permits processing for the different stages of the project Inspection of construction works performed on site Review and recommend applications for payment and change orders for the project Prepare presentations of the project upon request from the APJL Manage and make recommendations on the overall project budget Manage and monitor the project schedule 	Carmen Ayala-Aponte	(787) 999-9652
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Proposer's Initials: edf

2.5. Previous Projects and Contracts for Federal Programs that Qualify It to Develop and Implement the Project (Include additional sheets of this table if necessary).

ID	Client Name	Work Description	Contract Amount	Project Duration (in Months)	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1	Puerto Rico Public-Private Partnership Authority	Contract Compliance Audit Services for Toll Roads PR-5 & PR-22 Concession Agreement. The Puerto Rico Highway and Transportation Authority (PRHTA) and Autopistas Metropolitanas de Puerto Rico, LLC (Metropistas) signed a concession agreement on the year 2011 by means of which the PRHTA awarded administrative and operational rights for Highways PR-5 and PR-22 to Metropistas. The transaction was made possible through the Public-Private Partnerships Act (Act 29-2009). The Act requires the Puerto Rico Public-Private Partnership Authority (P3A) to perform a third-party audit of the terms and conditions of the concession agreement on every 5th anniversary of the partnership. HAGE was retained by the P3A for the first compliance audit of the concession. As compliance auditor, HAGE reviewed and issued opinions as to Metropistas' and the PRHTA's compliance with administrative, operational, maintenance, permitting, financial, engineering, capital improvements, reporting, tolling, insurance, and legal terms and conditions as agreed upon between the parties in the original agreement and its subsequent amendments.	\$344,767.00	12	April 2017	<ul style="list-style-type: none"> Complete compliance audit report setting forth the PRHTA's and Metropistas' compliance with administrative, operational, maintenance, permitting, financial, engineering, capital improvements, reporting, tolling, insurance, and legal terms and conditions of the concession agreement. 	Cesar Campillo-Fernández	(787) 722-2525
2	Puerto Rico Infrastructure Financing Authority	School Modernization Program. The School Modernization Program, better known as the Schools for the 21st Century Program, is an initiative that started on the year 2010 with the purpose of modernizing existing school facilities as well as to construct new schools in all of the municipalities of Puerto Rico. The Program was composed of 106 projects with a budget of over \$700 million. HAGE was retained by the Puerto Rico Infrastructure Financing Authority as Program Oversight since 2013. At the beginning of our services there were 23 projects which reflected considerable delays in their completion due to various issues not resolved including \$2 construction claims against the owner, some of which	\$1,180,168.50 (2 contracts 2014-133 for \$746,590 and 2016-009 for \$433,578.50) (PRIFA Projects where all under an oversight and monitoring Master Agreement between PRIFA and HAGE)	30	July 2015	<ul style="list-style-type: none"> Design management Prepare and manage procurement processes for different stages of the project Evaluations and recommendation of procurements Program budgets Program schedules Monitoring and oversight of construction activities Claims evaluations, negotiations, and resolution Change orders and applications for payment review and recommendation Draw requests review Program status reports 	José E. Basora-Fagundo	(787) 763-5757

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RFO Grant Management Services Under CDBG-DR for Puerto Rico
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Proposer's Initials: SAL

were pending resolution for more than 24 months. The total amount of claims against the owner was \$15.5 million. HAGE's efforts in the programs steered the delayed projects back into completion by resolving all pending project issues, as well as negotiating and resolving all construction claims against the owner. The construction claims were negotiated for \$8.1 million resulting in a total decrease of 52% compared to the originally claimed amounts. HAGE was also responsible for the upkeep of the program's budget and cost for completion. Thanks to HAGE's work with the program's budget, considerable areas of cost savings were identified which allowed the owner to procure ten additional projects to the originally contemplated in the Program, resulting in an investment of \$49 million. For such additional projects HAGE oversaw all aspects of the pre-construction phase, including their procurement processes, as well as all aspects of their construction phases.

3	Puerto Rico Infrastructure Financing Authority	<p>Qualified Zone Academy Bonds Program. The QZAB Schools Program is an initiative started around the year 2011 to conduct rehabilitation of school facilities all throughout Puerto Rico. The program consists of 57 projects with a total budget of \$120 million. HAGE was retained on 2013 by the Puerto Rico Infrastructure Financing Authority as Program Oversight for the program's third phase, which was to be conducted with an identified balance of funds amounting to \$18 million. As program oversight HAGE was responsible for the planning, design, permitting, procurement, and construction management of eight new school rehabilitation projects of the program's third phase. HAGE also provided risk management and consulting services to the Authority on the Program's execution due to the fact that the program's funds expired on December 2014 and that some of the third phase's projects were to be extended beyond the fund's expiration date. As such, HAGE implemented fast-track invoicing protocols to disburse the maximum amount of funds before the Program's expiration date and worked with</p>	\$1,180,168.50 (2 contracts 2014-133 for \$746,590 and 2016-009 for \$433,578.50) (PRIFA Projects where all under an oversight and monitoring Master Agreement between PRIFA and HAGE)	8	February 2015	<ul style="list-style-type: none"> Design management Prepare and manage procurement processes for different stages of the project Evaluations and recommendation of procurements Program budgets Program schedules Monitoring and oversight of construction activities Claims evaluations, negotiations, and resolution Change orders and applications for payment review and recommendation Draw requests review Program status reports 	José E. Basora-Fagundo	(787) 763-5757
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Proposer's Initials: SAP

	contractors to ensure that no delays arose in the projects' execution, all while making the due diligences with the Internal Revenue Service to attain an extension of the availability period for the bonds. As a contingency for those projects that extended beyond the funds expiration date, HAGE identified and separated the required funds for their completion from the School Modernization Program's budget. The efforts to attain an extension of the funds were successful and the IRS issued the extension on December 18, 2014.							
4	Puerto Rico Infrastructure Financing Authority	<p>Paseo Puerta de Tierra Program. Paseo Puerta de Tierra was an Infrastructure Improvement and urban development project to implement an integrated, safe, low-cost, and sustainable multimodal transportation system in San Juan's Puerta de Tierra district. The project's innovative and dedicated mass-transit public bus artery, a continuous 3.17-mile exclusive pedestrian promenade, and 3.17 miles of continuous safe cycling lanes seamlessly connect Puerta de Tierra to historic Old San Juan and La Condado. The Project had a total cost of \$35 million. The Project was divided into seven construction phases that allowed for the agile implementation of the project while reducing the construction activities' impact on traffic. As an example, the first of the construction phases was the rehabilitation of the Calle del Tren Street to consolidate public bus routes through it and liberate car transit lanes on the Muñoz Rivera and Ponce de León Avenues for the implementation of the subsequent phases. Due to the area's proximity to the coast and its historical and cultural values, the project's permitting process was complex and required diligent coordination with many state and federal agencies. HAGE was retained by the Puerto Rico Infrastructure Financing Authority as Program Manager.</p>	<p>\$1,180,168.50 (2 contracts 2014-133 for \$746,590 and 2016-009 for \$433,578.50) (PRIFA Projects where all under an oversight and monitoring Master Agreement between PRIFA and HAGE)</p>	36	December 2017	<ul style="list-style-type: none"> Planning process management Design management Prepare and manage procurement processes for different stages of the project Evaluations and recommendation of procurements Program budgets Program schedules Monitoring and oversight of construction activities Change orders and applications for payment review and recommendation Project status reports 	David E. Bermis	(787) 385-8874
5	Puerto Rico Infrastructure Financing Authority	<p>Aeronautical and Aerospace Institute of Puerto Rico. As part of the agreement between the government of Puerto Rico and Lufthansa Technik the government would provide an educational facility for the training of engineers and aviation mechanics that would satisfy the demand</p>	<p>\$1,180,168.50 (2 contracts 2014-133 for \$746,590 and 2016-009 for \$433,578.50)</p>	9	August 2015	<ul style="list-style-type: none"> Planning process management Design management Prepare and manage procurement processes for different stages of the project Evaluations and recommendation of procurements Management of the acquisition process for specialized educational equipment for the facilities 	Wilmer Arroyo	(787) 477-1586

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Proposer's Initials: *SAF*

	of these resources that the new Luthansa Technik facilities would generate. As such, on 2014, HAGE was retained by the Puerto Rico Infrastructure Financing Authority as project manager for the construction of the new educational facilities, later denominated as the Aeronautical and Aerospace Institute of Puerto Rico. The Project consisted in the construction of a 30,000 square feet two-level building to house the Institute's administrative areas, classrooms, and laboratories. Also, as part of the Project, a 7,500 square feet existing hangar building was rehabilitated to accommodate technical and practical courses related to (a) structures and fuselages, (b) basic electronics, (c) avionics, (d) motors and propellers, (e) paint, (f) hydraulic, pneumatic, and combustion systems, (g) welding, and (h) radar, satellite, and communications systems. Finally, the project also included the acquisition of specialized educational equipment in the aerospace industry for which quotes were procured, purchase orders were awarded among different suppliers, and delivery of the equipment to the Institute was coordinated.	(PRIFA Projects where all under an oversight and monitoring Master Agreement between PRIFA and HAGE)			<ul style="list-style-type: none"> ▪ Budget control ▪ Schedule control ▪ Monitoring and oversight of construction activities ▪ Change orders and applications for payment review and recommendation ▪ Project status reports 		
6 Puerto Rico Infrastructure Financing Authority	Rehabilitation of the Industrial Hospital. As part of its capital improvement program the State Insurance Fund Corporation undertook the rehabilitation and expansion of its Industrial Hospital in San Juan, P.R. The Project works included improvements to the hospital facilities by increasing its operating rooms capacity and the ambulatory surgery services by adding new rooms. The work also included the integration of family care centers, the expansion of the intensive care unit and burn unit increasing their capabilities, the provision of a fully functioning hospital during catastrophic events by increasing the potable water reservoir's capacity and improving the fire protection and power generation systems to current standards for self-sufficiency. Also, the exterior façade was redesigned with energy-savings features to reduce operational costs. The Project had a total budget of \$45 million. Due to numerous issues during construction, the Owner	\$1,180,168.50 (2 contracts 2014-133 for \$746,590 and 2014-009 for \$433,578.50) (PRIFA Projects where all under an oversight and monitoring Master Agreement between PRIFA and HAGE)	18	July 2017 (HAGE services)	<ul style="list-style-type: none"> ▪ Budget control ▪ Schedule control ▪ Construction claims evaluation, negotiation, and resolution ▪ Monitoring and oversight of construction activities ▪ Project status reports 	David Berrios	(787) 385-8874

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RFQ Grant Management Services Under CDBG-DR for Puerto Rico
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Proposer's Initials: *SAF*

	retained HAGE as a Project Oversight Consultant						
7	Puerto Rico Infrastructure Financing Authority	<p>Laboratory Road. As part of the master plan commonly known as Science City, a reengineering initiative to house activities related to scientific research and development to push forward the transformation of Puerto Rico's economy, the Puerto Rico Science, Technology, and Research Trust undertook the construction of the urban infrastructure required for the master plan's development. This urban infrastructure included the construction of a half mile road, denominated as Laboratory Road, which will connect the De Diego Avenue with the PR-21 Highway, by crossing the premises of the Science City Project and providing the necessary electrical, telecommunications, potable water, storm water, and sewer infrastructure for the future projects to be developed as part of the Science City master plan. The Laboratory Road Project includes the construction of a two-lane roadway section consisting of traffic lanes, sidewalks, bicycle lanes, and parallel parking spaces, as well as geometric improvements to the De Diego Street, earth movement works, construction of electrical infrastructure, construction of sanitary and potable water infrastructure, construction of telecommunications infrastructure, installation of luminaries, and landscape works. HAGE was retained by the Puerto Rico Infrastructure Financing Authority as Project Manager for the Laboratory Road Project.</p>	<p>\$1,180,168.50 (2 contracts 2014-133 for \$746,590 and 2014-009 for \$433,578.50) (PRIFA Projects where all under an oversight and monitoring Master Agreement between PRIFA and HAGE)</p>	16	February 2017	<ul style="list-style-type: none"> Design management Permitting management Prepare and manage procurement processes for different stages of the project Evaluations and recommendation of procurements Budget control Schedule control Monitoring and oversight of construction activities Change orders and applications for payment review and recommendation 	<p>Jerry Meléndez (787) 360-1292</p>
8	Puerto Rico Public Housing Authority	<p>Vivienda Modernization Holdings 1 Program. The Vivienda Modernization Holdings 1 program (VMH1) represented and investment of approximately \$500 million and resulted in the comprehensive modernization of over 4,000 dwelling units distributed among 33 public housing projects around Puerto Rico. The VMH1 transaction was closed in 2008 and, at the time, it represented the largest single Low-Income Housing Tax Credit (LIHTC) transaction consummated during the 25-year history of the LIHTC program. HAGE's</p>	<p>N/A (HAGE's President was the Program Manager for this Project under contract with PGES)</p>	42	June 2013	<ul style="list-style-type: none"> Oversight and monitoring of program implementation to establish and report on the PRDOH's compliance with the Special Partnership Agreement Design coordination Budget control Schedule control Monitoring and oversight of construction activities Change orders and applications for payment review and recommendation Program reporting 	<p>Jorge Mercado (787) 274-2527</p>

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Proposer's Initials: SAF

president, El Hage-Arocho, was assigned as Program Oversight of the VMH1 by the PRPHA from 2009 to 2013 while he was Operations Manager of the firm PG Engineering Solutions, PSC (PGES). On 2011, thanks to El Hage-Arocho's execution as Program Oversight, PGES' services for program management and contract monitoring of the VMH1 were retained as a sole source services with the approval of the U.S. Department of Housing and Urban Development (HUD). PGES acted as contract monitor on behalf of the PRPHA.

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RFQ Grant Management Services Under CDBG-DR for Puerto Rico
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Proposer's Initials: _____

3. Reputation and Managerial, Organization, and Technical Capabilities (Not Applicable to Subcontractors)

3.1. **Key Team Members for the Engagement:** Provide the following information for all Key Team Members for the Project.

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RFQ Grant Management Services Under CDBG-DR for Puerto Rico
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Proposer's Initials: BAP

4. Bidder's Under Oath Certification:

The undersigned represents, warrants, and certifies on behalf of the Proposer that:

- a) The information contained in the Proposal is true and complete,
- b) The Proposal has been duly and properly authorized for submission by the Proposer, and
- c) In its preparation and development of the Proposal, the Proposer has not, directly or indirectly, solicited or received any advice, assistance, or information concerning the Proposal from any representative of the PRDOH, or its agents or contractors, which was not equally available to other Proposers and which might contribute to an actual or potential competitive advantage for the Proposer.

In witness thereof, the Proposer has executed this Statement of Qualifications this 13 day of November, 2018.

If Entity is a sole partnership or operates under a trade name:

	<u> N/A </u> <small>(Printed Name of Firm)</small>		
By:	<u> N/A </u> <small>(Authorized Representative's Signature)</small>		
	<u> N/A </u> <small>(Printed Name of Authorized Representative)</small>		
	<u> N/A </u> <small>(Address Line 1)</small>		
	<u> N/A </u> <small>(Address Line 2)</small>		
	<u> N/A </u> <small>(City)</small>	<u> N/A </u> <small>(State)</small>	<u> N/A </u> <small>(Zip Code)</small>

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Proposer's Initials: SLP

If Entity is a partnership or joint venture:

N/A
(Printed Name of Partnership or Joint Venture)
By: N/A
(Signature of General Partner)
N/A
(Printed Name of General Partner)
N/A
(Address Line 1)
N/A
(Address Line 2)
N/A N/A N/A
(City) (State) (Zip Code)

If Entity is a corporation:

HAGE Consulting Group, PSC
(Printed Name of Corporation)
161 Ponce de León Ave.
(Corporate Address Line 1)
Suite 204
(Corporate Address Line 2)
San Juan PR 00918
(City) (State) (Zip Code)
By: [Signature]
(Signature of Officer)
Sany El Hage-Arachia
(Printed Name of Officer)
Principal
(Title of Officer)
Attest: [Signature]
(Secretary)
(CORPORATE SEAL) 2013
#324068
Puerto Rico
(Jurisdiction of Incorporation)



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GOVERNMENT OF PUERTO RICO
Department of Housing

Proposer's Initials: SAF

EXHIBIT C (REVISED)
STATEMENT OF QUALIFICATIONS
 Request for Quotations
 Grant Management Services
 Community Development Block Grant – Disaster Recovery

1. Entity Data:

1.1. Proposer's / Subcontractor Identification:

C2S Consulting, Inc 2012 660812054
 (Proposer's Legal Name) (Year of Establishment) (Tax ID)
☒ Subcontractor 080266761
 (D-U-N-S Number)

1.2. The following named person is hereby authorized to bind the Proposer in matters related to the Contract:

Jesus Colon Managing Partner
 (Name) (Position)

1.3. Physical Address:

Metro Office Park, 6 Calle 1, Suite 205
 (Address Line 1)

(Address Line 2)

Guaynabo Puerto Rico 00968
 (City) (State) (Zip Code)

1.4. Mailing Address:

Metro Office Park, 6 Calle 1, Suite 205
 (Address Line 1)

(Address Line 2)

Guaynabo Puerto Rico 00968
 (City) (State) (Zip Code)

1.5. Contact Information:

+1 787 620 8188 787-622-7072 jesus.colon@c2spr.com
 (Telephone Number) (Facsimile Number) (Email Address)

1.6. The Entity is a:

☐ Partnership ☒ Other (Specify)
☐ Corporation ☐ Joint Venture LLC

1.7. If a corporation, indicate all that apply:

☐ Publicly Held ☒ Privately Held ☐ Subsidiary

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Proposer's Initials: SAF

1.8. **Officers and Directors:** Detail the names, telephone numbers, and email addresses of the officers, directors, members, and any partners of the Proposer.

Name	Telephone	Email	Officer	Director	Member	Partner
Jesus Colon	787-644-8669	Jesus.colon@c2spr.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Edgardo Gallardo	787-453-1702	Edgardo.gallardo@c2spr.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Nelson Prieto	787-996-4744	Nelson.prieto@c2Spr.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
William Villalba	787-219-5017	William.villalba@c2spr.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Marco Nunez	678-612-9163	Marco.nunez@c2spr.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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2. **Capacity to Provide Services:**

- 2.1. **Brief History of the Firm:** Attach to this Statement of Qualifications See Attachment A the company's profile.
- 2.2. **Proposer's Organizational Chart:** Attach to this Statement of See Attachment B Qualifications the Proposer's Organizational Chart for the Services.
- 2.3. Has the Bidder been involved in any criminal, civil, or administrative suits, actions, investigations, litigations, or proceedings that where commenced, pending, settled, threatened, resolved, or concluded during the five (5) year period prior to the date of the Proposal Due Date?

☒ No ☐ Yes (See Attachment _____)

If the answer to this question is "yes", state for each such suit, action, investigation or proceeding the (a) date of the suit, action, investigation or proceeding (or time period involved); (b) the specific nature of the suit, action, investigation or proceeding; (c) the amount of funds involved, if any; (d) the names of the parties; (e) the names and complete addresses of the courts and law enforcements agencies involved; (f) the title and file number of the suit, action, investigation or proceeding; (g) the disposition or current status; and (h) any sentence, fine or other penalty imposed on additional sheets attached to this Statement of Qualifications. Also include an opinion from an attorney discussing whether the Proposer's work will be impacted by the litigation.

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Exhibit C (REVISED) – Statement of Qualifications
 RFQ Grant Management Services Under CDBG-DR for Puerto Rico
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Proposer's Initials: SAF

2.4. Ongoing Contracts/Projects (include additional sheets of this table if necessary)

ID	Client Name	Work Description	Contract Amount	Project Duration (in Months)	Status	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1	Ad, Servicios de Salud (ASES)	Project Management Office (PMO)	1.2 MM US\$	12	Open	06-30-2019	PMO MMIS & Support	Ramiro Rodriguez	787-474-3300
2	PR Police Department	Project Management Office	200K	12	Open	06-30-2019	PMO & Police Reform Support	Juan Carlos Rivera	787-793-1234
3	Kevane Grant Thorton	Software Package Evaluation	150K	4	Open	01-31-2019	ERP Evaluated & Selected	Luis Marcano	787-754-1995
4	PR Police Department	EIS Development, Implementation & Support	2.4M	12	Open	06-30-2019	EIS Application & Support	Juan Carlos Rivera	787-793-1234
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Proposer's Initials: edf

2.5. Previous Projects and Contracts for Federal Programs that Qualify It to Develop and Implement the Project (include additional sheets of this table if necessary).

ID	Client Name	Work Description	Contract Amount	Project Duration (in Months)	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1	CFSE	SAP Implementation	2.6 MM US\$	16	06-30-17	General Ledger, Payable, Payroll	Marlin Segarra	787-782-8250
2	PR Police Department	Criminal Information Warehouse & EIS	1.32 MM US\$	12	06-30-2017	EIS Implemented & CIW maintenance & support	Juan Carlos Rivera	787-793-1234
3	PR Police Department	Criminal Information Warehouse Develop	1.0 MM US\$	12	06-30-2016	CIW Implemented & Deployed	Juan Carlos Rivera	787-793-1234
4	Triple S	SAP Implementation & Support	1.5 MM US\$	12	03-31-2017	SAP implemented	Juan Jose Diaz	787-749-4949
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RFQ Grant Management Services Under CDBG-DR for Puerto Rico

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BAP

3. Reputation and Managerial, Organization, and Technical Capabilities (Not Applicable to Subcontractors)

3.1. Key Team Members for the Engagement: Provide the following information for all Key Team Members for the Project.

[illegible]

Mark

Exhibit C (REVISED) – Statement of Qualifications
RFQ Grant Management Services Under CDBG-DR for Puerto Rico
Page 6 of 7

Proposer's Initials: SAF**4. Bidder's Under Oath Certification:**

The undersigned represents, warrants, and certifies on behalf of the Proposer that:

- a) The information contained in the Proposal is true and complete,
- b) The Proposal has been duly and properly authorized for submission by the Proposer, and
- c) In its preparation and development of the Proposal, the Proposer has not, directly or indirectly, solicited or received any advice, assistance, or information concerning the Proposal from any representative of the PRDOH, or its agents or contractors, which was not equally available to other Proposers and which might contribute to an actual or potential competitive advantage for the Proposer.

In witness thereof, the Proposer has executed this Statement of Qualifications this 13 day of November 2018.

If Entity is a sole partnership or operates under a trade name:

	<u>N/A</u>	
	(Printed Name of Firm)	
By:	<u>N/A</u>	
	(Authorized Representative's Signature)	
	<u>N/A</u>	
	(Printed Name of Authorized Representative)	
	<u>N/A</u>	
	(Address Line 1)	
	<u>N/A</u>	
	(Address Line 2)	
	<u>N/A</u>	<u>N/A</u>
	(City)	(State)
		<u>N/A</u>
		(Zip Code)

SAF

SAF

Exhibit C (REVISED) – Statement of Qualifications
RFQ Grant Management Services Under CDBG-DR for Puerto Rico
Page 7 of 7

Proposer's Initials: SAR

If Entity is a partnership or joint venture:

N/A
(Printed Name of Partnership or Joint Venture)
By: N/A
(Signature of General Partner)
N/A
(Printed Name of General Partner)
N/A
(Address Line 1)
N/A
(Address Line 2)
N/A N/A N/A
(City) (State) (Zip Code)

If Entity is a corporation:

N/A
(Printed Name of Corporation)
N/A
(Corporate Address Line 1)
N/A
(Corporate Address Line 2)
N/A N/A N/A
(City) (State) (Zip Code)
By: [Signature]
(Signature of Officer)
Jesus Colon Contreras
(Printed Name of Officer)
Managing Partner
(Title of Officer)
Attest: [Signature]
(Notary City)



SAR
SAR



GOVERNMENT OF PUERTO RICO
Department of Housing

Proposer's Initials: WAL

EXHIBIT C (REVISED)
STATEMENT OF QUALIFICATIONS
 Request for Quotations
 Grant Management Services
 Community Development Block Grant – Disaster Recovery

1. Entity Data:

1.1. Proposer's / Subcontractor Identification:

WD Group, Corp. 2 years 660872051
 (Proposer's Legal Name) (Year of Establishment) (Tax ID)
☒ Subcontractor N/A
 (D-U-N-S Number)

1.2. The following named person is hereby authorized to bind the Proposer in matters related to the Contract:

Waldemar Diaz Burgos CEO & Partner
 (Name) (Position)

1.3. Physical Address:

Ave. Los Gobernadores
 (Address Line 1)

Isla Verde Mall Suite 205
 (Address Line 2)

Carolina Puerto Rico 00979
 (City) (State) (Zip Code)

1.4. Mailing Address:

PO Box 2347
 (Address Line 1)

(Address Line 2)

Guaynabo Puerto Rico 00970
 (City) (State) (Zip Code)

1.5. Contact Information:

787-364-8181 waldo@waldodiaz.com
 (Telephone Number) (Facsimile Number) (Email Address)

1.6. The Entity is a:

☐ Partnership ☐ Other (Specify)
☒ Corporation ☐ Joint Venture N/A

1.7. If a corporation, indicate all that apply:

☐ Publicly Held ☒ Privately Held ☐ Subsidiary

WAL
WAL

Proposer's Initials: SAF

1.8. **Officers and Directors:** Detail the names, telephone numbers, and email addresses of the officers, directors, members, and any partners of the Proposer.

Name	Telephone	Email	Officer	Director	Member	Partner
Lourdes Portalatín	787-473-4126	lourdes@waldodiaz.com	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. Capacity to Provide Services:

- 2.1. **Brief History of the Firm:** Attach to this Statement of Qualifications See Attachment A the company's profile.
- 2.2. **Proposer's Organizational Chart:** Attach to this Statement of Qualifications the Proposer's Organizational Chart for the Services. See Attachment B
- 2.3. Has the Bidder been involved in any criminal, civil, or administrative suits, actions, investigations, litigations, or proceedings that where commenced, pending, settled, threatened, resolved, or concluded during the five (5) year period prior to the date of the Proposal Due Date?

☒ No ☐ Yes (See Attachment)

If the answer to this question is "yes", state for each such suit, action, investigation or proceeding the (a) date of the suit, action, investigation or proceeding (or time period involved); (b) the specific nature of the suit, action, investigation or proceeding; (c) the amount of funds involved, if any; (d) the names of the parties; (e) the names and complete addresses of the courts and law enforcements agencies involved; (f) the title and file number of the suit, action, investigation or proceeding; (g) the disposition or current status; and (h) any sentence, fine or other penalty imposed on additional sheets attached to this Statement of Qualifications. Also include an opinion from an attorney discussing whether the Proposer's work will be impacted by the litigation.

SAF
gnt

Exhibit C (REVISED) – Statement of Qualifications
 RFQ Grant Management Services Under CDBG-DR for Puerto Rico
 Page 3 of 7

Proposer's Initials: SAP

2.4. Ongoing Contracts/Projects (include additional sheets of this table if necessary)

ID	Client Name	Work Description	Contract Amount	Project Duration (in Months)	Status	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1	Department of Agriculture	Public Relations Consulting and Communications Strategies.	82,500.	11	Active	June 2019	It's a fiscal year contract providing services to the Secretary's Office and whole agency.	Secretary Carlos Flores	787-721-2120
2	Department of Corrections and Rehabilitation	Public Relations Consulting and Communications Strategies.	72,000.	9	Active	June 2019	It's a fiscal year contract providing services to the Secretary's Office and whole agency.	Secretary Erik Rolon	787-273-6464
3	Municipality of Arecibo	Public Relations Consulting and Communications Strategies.	90,000.	12	Active	June 2019	It's a fiscal year contract providing services to the Mayor's Office and whole municipality.	Mayor Carlos Molina	787-878-2299
4	Spanish Broadcasting System	Public Relations Consulting and Communications Strategies.	36,000	12	Active	August 2019	A 12 month contract providing services to one of their divisions.	Lucas Piña	305-441-6901
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6									
7									
8									
9									
10									

[Handwritten signatures]

Exhibit C (REVISED) -- Statement of Qualifications
 RFQ Grant Management Services Under CDBG-DR for Puerto Rico
 Page 4 of 7

Proposer's Initials: SAF

2.5. Previous Projects and Contracts for Federal Programs that Qualify It to Develop and Implement the Project (Include additional sheets of this table if necessary).

ID	Client Name	Work Description	Contract Amount	Project Duration (in Months)	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1	N/A							
2								
3								
4								
5								
6								
7								
8								
9								
10								

SAF

Exhibit C (REVISED) -- Statement of Qualifications
RFQ Grant Management Services Under CDBG-DR for Puerto Rico
Page 5 of 7

Proposer's Initials: BAF

3. Reputation and Managerial, Organization, and Technical Capabilities (Not Applicable to Subcontractors)

3.1. **Key Team Members for the Engagement:** Provide the following information for all Key Team Members for the Project.

[illegible]

Yours
J. H. P.

Exhibit C (REVISED) – Statement of Qualifications
RFQ Grant Management Services Under CDBG-DR for Puerto Rico
Page 6 of 7

Proposer's Initials: SAF

4. Bidder's Under Oath Certification:

The undersigned represents, warrants, and certifies on behalf of the Proposer that:

- a) The information contained in the Proposal is true and complete,
- b) The Proposal has been duly and properly authorized for submission by the Proposer, and
- c) In its preparation and development of the Proposal, the Proposer has not, directly or indirectly, solicited or received any advice, assistance, or information concerning the Proposal from any representative of the PRDOH, or its agents or contractors, which was not equally available to other Proposers and which might contribute to an actual or potential competitive advantage for the Proposer.

In witness thereof, the Proposer has executed this Statement of Qualifications this 13 day of November, 2018.

If Entity is a sole partnership or operates under a trade name:

	<u>N/A</u> <small>(Printed Name of Firm)</small>		
By:	<u>N/A</u> <small>(Authorized Representative's Signature)</small>		
	<u>N/A</u> <small>(Printed Name of Authorized Representative)</small>		
	<u>N/A</u> <small>(Address Line 1)</small>		
	<u>N/A</u> <small>(Address Line 2)</small>		
	<u>N/A</u> <small>(City)</small>	<u>N/A</u> <small>(State)</small>	<u>N/A</u> <small>(Zip Code)</small>

SAF
SAF

Exhibit C (REVISED) – Statement of Qualifications
RFQ Grant Management Services Under CDBG-DR for Puerto Rico
Page 7 of 7

Proposer's Initials: BAP

If Entity is a partnership or joint venture:

N/A

(Printed Name of Partnership or Joint Venture)

By: N/A

(Signature of General Partner)

N/A

(Printed Name of General Partner)

N/A

(Address Line 1)

N/A

(Address Line 2)

N/A

(City)

N/A

(State)

N/A

(Zip Code)

If Entity is a corporation:

WD Group, Corp.

(Printed Name of Corporation)

Ave. Los Gobernadores

(Corporate Address Line 1)

Isla Verde Mall Suite 2054

(Corporate Address Line 2)

Carolina

(City)

P.R.

(State)

00979

(Zip Code)

By: Waldemar

(Signature of Officer)

Waldemar Diaz Burgos

(Printed Name of Officer)


President

(Title of Officer)

Attest:


(Secretary)

[CORPORATE SEAL]



Puerto Rico

(Jurisdiction of Incorporation)





GOVERNMENT OF PUERTO RICO
Department of Housing

Proposer's Initials: SAF

EXHIBIT C (REVISED)
STATEMENT OF QUALIFICATIONS
 Request for Quotations
 Grant Management Services
 Community Development Block Grant – Disaster Recovery

1. Entity Data:

1.1. Proposer's / Subcontractor Identification:

Capital Access, Inc.

(Proposer's Legal Name)

1998

(Year of Establishment)

232942106

(Tax ID)

☒ Subcontractor

027678759

(D-U-N-S Number)

1.2. The following named person is hereby authorized to bind the Proposer in matters related to the Contract:

Jeremey Newberg

(Name)

CEO

(Position)

1.3. Physical Address:

325 Chestnut Street

(Address Line 1)

Suite 917

(Address Line 2)

Philadelphia

(City)

PA

(State)

19106

(Zip Code)

9

1.4. Mailing Address:

325 Chestnut Street

(Address Line 1)

Suite 917

(Address Line 2)

Philadelphia

(City)

PA

(State)

19106

(Zip Code)

1.5. Contact Information:

215-551-2000

(Telephone Number)

215-551-3086

(Facsimile Number)

jn@capitalaccessinc.com

(Email Address)

1.6. The Entity is a:

☐ Partnership

☐ Other (Specify)

☒ Corporation

☐ Joint Venture

N/A

1.7. If a corporation, indicate all that apply:

☐ Publicly Held

☒ Privately Held

☐ Subsidiary

SAF
SAF

Proposer's Initials: 

- 1.8. **Officers and Directors:** Detail the names, telephone numbers, and email addresses of the officers, directors, members, and any partners of the Proposer.

Name	Telephone	Email	Officer	Director	Member	Partner
Jeremey Newberg	215-551-2000	jn@capitalaccessinc.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. **Capacity to Provide Services:**

- 2.1. **Brief History of the Firm:** Attach to this Statement of Qualifications See Attachment A the company's profile.
- 2.2. **Proposer's Organizational Chart:** Attach to this Statement of Qualifications the Proposer's Organizational Chart for the Services. See Attachment B
- 2.3. Has the Bidder been involved in any criminal, civil, or administrative suits, actions, investigations, litigations, or proceedings that where commenced, pending, settled, threatened, resolved, or concluded during the five (5) year period prior to the date of the Proposal Due Date?

☒ No

☐ Yes (See Attachment)

If the answer to this question is "yes", state for each such suit, action, investigation or proceeding the (a) date of the suit, action, investigation or proceeding (or time period involved); (b) the specific nature of the suit, action, investigation or proceeding; (c) the amount of funds involved, if any; (d) the names of the parties; (e) the names and complete addresses of the courts and law enforcements agencies involved; (f) the title and file number of the suit, action, investigation or proceeding; (g) the disposition or current status; and (h) any sentence, fine or other penalty imposed on additional sheets attached to this Statement of Qualifications. Also include an opinion from an attorney discussing whether the Proposer's work will be impacted by the litigation.






Exhibit C (REVISED) - Statement of Qualifications
RFQ Grant Management Services Under CDBG-DR for Puerto Rico
Page 3 of 7

Proposer's Initials: *SAF*

2.4. Ongoing Contracts/Projects (Include additional sheets of this table if necessary)

ID	Client Name	Work Description	Contract Amount	Project Duration (In Months)	Status	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1	Puerto Rico Housing Department	Financial Management and Grant Compliance Certification, Completion and Submission of Action Plan, and Assistance with initial administrative functions to receive CDBG-DR grant.	\$127,067	15	Active	06/30/2019	<ul style="list-style-type: none"> Action Plan Unmet Needs Assessment Development Citizen participation plan Financial management and grant compliance certifications 	Dennis G. González Ramos, PE MEM, Deputy Secretary	787-274-2527 Ext 6404
2	U.S. Department of Housing and Urban Development	CDBG-DR Launch Technical Assistance for Florida & Georgia-Irma, Missouri, 2017 Flood, North & South Carolina, Texas and West Virginia-2016 Floods and related HUD TA	\$1,225,000	36	Ongoing as needed	TBD	Technical Assistance related to Unmet Needs Assessment; Action Plan; Implementation Plan Program Design and Business Planning	Tennile Parker and Ryan Flanery	202-402-5059
3	Pennsylvania Department of Community and Economic Development	Management of CDBG-DR and FEMA HMGP funded Tenant relocation services under Uniform Relocation Act compliance	\$250,000	18	Ongoing	12/31/2018	Management of relocation of 53 tenants in low-capacity counties recovering from floods	Kathy Possinger	717-720-7315
4	APTIM, formerly CB&I	Manage buyout and acquisition for redevelopment as well as remote DOB/VOB re-processing and insurance reviews for New York City Sandy Build It Back Program	\$1,905,000	36	Ongoing	12/31/2018	successful buyout or acquisition for redevelopment of 125 homes; DOB/VOB re-processing for over 2,250 cases	Kelith Perez	735-675-0832
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SAF *SAF*

Exhibit C (REVISED) – Statement of Qualifications
RFQ Grant Management Services Under CDBG-DR for Puerto Rico
Page 4 of 7

Proposer's Initials: *SH*

2.5. Previous Projects and Contracts for Federal Programs that Qualify It to Develop and Implement the Project (Include additional sheets of this table if necessary).

ID	Client Name	Work Description	Contract Amount	Project Duration (In Months)	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1	H2Bravo	TEXAS Partial Repair and Essential Power for Shelling (PREPS)	\$854,000	8	9/30/2018	Provided staff for intake, construction review and reporting support for repairs for 18,000 homeowners to return to their homes	Mark Howard	225-614-7961
2	Michigan Neighborhood Stabilization Program 2 Consortium	Developed the vision, strategy, and implementation systems for the \$223,875,399 Michigan Neighborhood Stabilization Program 2 Consortium, the largest award in a \$2 billion HUD national competition. Consortium includes Michigan State Housing Development Authority, 8 cities, and 12 land banks operating in distressed cities in Michigan. Capital Access deployed 26 staff to serve as project and grants managers with Consortium cities and land banks.	\$7.5 Million	48	Spring 2013	Provided project and grant management that produced 3,900 demolitions, 1,000 new or rehabbed homes, and 1,000 land-banked parcels all in compliance with HUD rules. Inspector General labeled NSP2 as "High risk" program. MI NSP2 Consortium did not have any major findings and no recaptured funds.	Tonya Young	517-335-4337
3	U.S. Department of Housing and Urban Development, Community Planning and Development, Technical Assistance	Provide HUD Technical Assistance to HUD, state and local governments and subrecipients who manage HUD CDP funds such as CDBG-DR, CDBG, HUD 108, NSP and HOME	\$5 million	Cooperative Agreements since 2000	Ongoing	1. Provided training and technical assistance to over 3,000 housing professionals 2. Authored and delivered training in: a. Homeownership Development Toolbox b. Scattered-Site Rental Toolbox and Bus Planning Guide c. Neighborhood Revitalization Planning Guide d. HUD 108 Underwriting Guides for Income Generating Real Estate and Small Business loans 3. Provided HUD CDBG-DR TA Launch services to help developed and secure HUD approval of Action and Implementation Plans and program design for Sandy - NJ, NYC and NY; 2015-16 Floods - MO, NC, SC, TX and WV; Hermine, Matthew, Irma - FL and GA and Florence-NC	Diane Lobasso	202-708-1322, ext. 2191
4	New York Governor's Office of Storm Recovery (GOSR)	In June 2014, NY Governor's Office of Storm Recovery selected Capital Access to provide program management services for the \$80 million New York Rising Acquisition for New York City (NYRA NYC) program. We developed program design, policies and procedures, staffing, document templates and management systems to get NYRA NYC operational. Case managers processed over 225 applicants. We developed a project management and reporting system.	\$4.5 million	18	December 2015	<ul style="list-style-type: none"> Processed 225 applicants through buyout and acquisition process with CDBG-DR funds; Provided DOB/VOB services; Re-Engineered case management system for buyouts and acquisitions from previous vendor; Established policies and procedures for case management system; Conducted analysis and documentation to secure HUD approvals for acquisition calculation methodology 	Rebecca Sinclair	646-345-1611
5	New York City Sandy Build II Back Program via sub-contract with URS Corporation	In October 2013, NYC Housing Recovery Office requested Capital Access lead an Operations Management Team to expedite the intake and eligibility for the \$440 million homeowner assistance program.	\$2.3 million	6	April 2014	Mobilized 22 housing and DR professionals that trained and coached 75 intake specialists to complete 3,200 applications for assistance. Our approach helped de-mystify what homeowners need to do to move from eligibility to grant signing. We drafted policy guides, Frequently Asked Questions and standard operating procedures for the Acquisition, Repair, Rebuild, and Reimbursement programs.	Emily Ashton (NYC) Tim Halenan (URS-AECOM)	(212) 615-8057 (301)-820-3195

gnt

SH

Exhibit C (REVISED) – Statement of Qualifications
RFQ Grant Management Services Under CDBG-DR for Puerto Rico
Page 5 of 7

Proposer's Initials: BAP

3. Reputation and Managerial, Organization, and Technical Capabilities (Not Applicable to Subcontractors)

3.1. Key Team Members for the Engagement: Provide the following information for all Key Team Members for the Project.

[illegible]






Exhibit C (REVISED) – Statement of Qualifications
RFQ Grant Management Services Under CDBG-DR for Puerto Rico
Page 6 of 7

Proposer's Initials: SAF

4. Bidder's Under Oath Certification:

The undersigned represents, warrants, and certifies on behalf of the Proposer that:

- a) The information contained in the Proposal is true and complete,
- b) The Proposal has been duly and properly authorized for submission by the Proposer, and
- c) In its preparation and development of the Proposal, the Proposer has not, directly or indirectly, solicited or received any advice, assistance, or information concerning the Proposal from any representative of the PRDOH, or its agents or contractors, which was not equally available to other Proposers and which might contribute to an actual or potential competitive advantage for the Proposer.

In witness thereof, the Proposer has executed this Statement of Qualifications this 13 day of November, 2018.

If Entity is a sole partnership or operates under a trade name:

N/A
(Printed Name of Firm)

By: N/A
(Authorized Representative's Signature)

N/A
(Printed Name of Authorized Representative)

N/A
(Address Line 1)

N/A
(Address Line 2)

N/A	N/A	N/A
(City)	(State)	(Zip Code)

SAF

SAF

Exhibit C (REVISED) – Statement of Qualifications
RFQ Grant Management Services Under CDBG-DR for Puerto Rico
Page 7 of 7

Proposer's Initials: STP

If Entity is a partnership or joint venture:

N/A
(Printed Name of Partnership or Joint Venture)

By: N/A
(Signature of General Partner)

N/A
(Printed Name of General Partner)

N/A
(Address Line 1)

N/A
(Address Line 2)

N/A N/A N/A
(City) (State) (Zip Code)

If Entity is a corporation:

Capital Access, Inc.
(Printed Name of Corporation)

325 Chestnut Street
(Corporate Address Line 1)

Suite 917
(Corporate Address Line 2)

Philadelphia P.A. 19106
(City) (State) (Zip Code)

By: [Signature]
(Signature of Officer)

Jeremy Newberg
(Printed Name of Officer)

CEO
(Title of Officer)

Attest: [Signature]
(Secretary)

[CORPORATE SEAL] N/A

Commonwealth of Pennsylvania
(Jurisdiction of Incorporation)

STP

STP



GOVERNMENT OF PUERTO RICO
Department of Housing

Proposer's Initials: SAF

EXHIBIT C (REVISED)
STATEMENT OF QUALIFICATIONS
 Request for Quotations
 Grant Management Services
 Community Development Block Grant – Disaster Recovery

1. Entity Data:

1.1. Proposer's / Subcontractor Identification:

Hunt, Guillot & Associates, LLC 1997 72-1354146
 (Proposer's Legal Name) (Year of Establishment) (Tax ID)
☐ Subcontractor 01-283-6610
 (D-U-N-S Number)

1.2. The following named person is hereby authorized to bind the Proposer in matters related to the Contract:

Jack Hunt Vice President
 (Name) (Position)

1.3. Physical Address:

9357 Interline Avenue
 (Address Line 1)

N/A
 (Address Line 2)

Baton Rouge LA 70809
 (City) (State) (Zip Code)

1.4. Mailing Address:

9357 Interline Avenue
 (Address Line 1)

N/A
 (Address Line 2)

Baton Rouge LA 70809
 (City) (State) (Zip Code)

1.5. Contact Information:

1-225-927-6825 1-225-526-3778 jhunt@hga-llc.com
 (Telephone Number) (Facsimile Number) (Email Address)

1.6. The Entity is a:

☐ Partnership ☐ Other (Specify) _____
☒ Corporation ☐ Joint Venture N/A

1.7. If a corporation, indicate all that apply:

☐ Publicly Held ☒ Privately Held ☐ Subsidiary

SAF
SAF

Proposer's Initials: SAF

- 1.8. **Officers and Directors:** Detail the names, telephone numbers, and email addresses of the officers, directors, members, and any partners of the Proposer.

Name	Telephone	Email	Officer	Director	Member	Partner
Trott Hunt	318-255-6825	thunt@hga-llc.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jay Guillot	318-255-6825	jguillot@hga-llc.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Don Plummer	318-255-6825	dplummer@hga-llc.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trotter Hunt	318-255-6825	t4hunt@hga-llc.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jack Hunt	225-927-6825	jhunt@hga-llc.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mike Causey	318-255-6825	mcausey@hga-llc.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Eccles	225-927-6825	deccles@hga-llc.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Steve Blackwelder	318-255-6825	blackwelder@hga-llc.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. **Capacity to Provide Services:**

- 2.1. **Brief History of the Firm:** Attach to this Statement of Qualifications See Attachment A the company's profile.
- 2.2. **Proposer's Organizational Chart:** Attach to this Statement of Qualifications the Proposer's Organizational Chart for the Services.
- 2.3. Has the Bidder been involved in any criminal, civil, or administrative suits, actions, investigations, litigations, or proceedings that were commenced, pending, settled, threatened, resolved, or concluded during the five (5) year period prior to the date of the Proposal Due Date?

☒ No☐ Yes (See Attachment ____)

If the answer to this question is "yes", state for each such suit, action, investigation or proceeding the (a) date of the suit, action, investigation or proceeding (or time period involved); (b) the specific nature of the suit, action, investigation or proceeding; (c) the amount of funds involved, if any; (d) the names of the parties; (e) the names and complete addresses of the courts and law enforcement agencies involved; (f) the title and file number of the suit, action, investigation or proceeding; (g) the disposition or current status; and (h) any sentence, fine or other penalty imposed on additional sheets attached to this Statement of Qualifications. Also include an opinion from an attorney discussing whether the Proposer's work will be impacted by the litigation.

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Exhibit C (REVISED) – Statement of Qualifications
RFQ Grant Management Services Under CDBG-DR for Puerto Rico
Page 3 of 8

Proposer's Initials: BAF

2.4. Ongoing Contracts/Projects (include additional sheets of this table if necessary)

ID	Client Name	Work Description	Contract Amount	Project Duration (in Months)	Status	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1	NY GOSR	Superstorm Sandy CDBG-DR Infrastructure Program Management	\$1.1B Program Value	60	current	2020	Implementation Plan, 350+ pre-applications & applications, 400+ A/E, professional services procurements, 150 construction bids	Natalie Wright	212.480.5349
2	NY GOSR	Superstorm Sandy CDBG-DR Housing Construction Management Support Services	\$1B Program Value	48	current	2018	6,000 change orders, 6,000 inspections, Inspections Standard Operating Procedures Manual, Change Orders Standard Operating Procedures Manual	James Sohn	510.910.1265
3	Louisiana Office of Community Development	Restore Louisiana Homeowner Assistance Program Inspections Services	\$1.5B program value	24	current	2020	5,500 damage assessments	Jeff Haley	225.341.2270
4	Ouachita Parish	HMA Housing and Infrastructure Program Management	\$28M program value	48	current	2022	5 infrastructure projects; applications, amendments, procurements, draw requests, milestone inspections	Bradley Cammack	318.327.1340
5	Tensas Levee Basin District	HMA and Public Assistance Infrastructure Program Management	\$5M program value	36	current	2021	4 infrastructure projects; applications, amendments, procurements, draw requests, milestone inspections	Tracey Hilburn	318.323.1130
6	St. Bernard Parish	HMA Housing and Infrastructure Program Management	\$55M program value	48	current	2019	8 infrastructure, 45 housing elevations; applications, amendments, procurements, draw requests, milestone inspections	Andrew Becker	504.439.0801
7	Plaquemines Parish	HMA Housing and Infrastructure Program Management	\$75M program value	60	current	2020	7 infrastructure, 175 housing elevations; applications, amendments, procurements, draw requests, milestone inspections	Hilda Loti	504.297.5000
8	Plaquemines Parish	CDBG-DR Housing Assistance Program Program Management	\$16.9M program value	50	current	2019	60 housing rehabs, reconstructions, or elevations; applications, amendments, procurements, draw requests, milestone inspections	Hilda Loti	504.297.5000
9	Lafayette Parish	HMA Housing Program Management	\$3.6M program value	48	current	2019	11 housing acquisitions or elevations; applications, amendments, procurements, draw requests, milestone inspections	Melanie Jumonville	337.291.8502
10	EBR City-Parish	Grant Management Technical Assistance for HOME, CDBG, HOPWA and ESG	\$60,000	12	current	2018	Policies and Procedures; Consolidated Plan development to include stakeholder meetings, etc.	Anita Lockell	(225) 964-4510

BAF

ADUR

Exhibit C (REVISED) – Statement of Qualifications
RFQ Grant Management Services Under CDBG-DR for Puerto Rico
Page 4 of 8

Proposer's Initials: SAH

2.4 CONTINUED Proposer's Ongoing Contracts/Projects (include additional sheets of this table if necessary)

ID	Client Name	Work Description	Contract Amount	Project Duration (in Months)	Status	Completion Date	Deliverables of the Project	Contact Person	Phone Number
11	East Baton Rouge Redevelopment Authority	Environmental Reviews	\$50,000	10	current	2018	ERRs	Tasha Saunders	225.387.5606
12	City of Gretna	CDBG-DR Administrative tasks for comprehensive plan and code rewrite	\$72,000	24	current	2019	Policy documents to include 504, Section 3, Financial Management	Matthew Martinec	504.363.1568
13	Louisiana Office of Community Development (Initially a prime and now as a sub to Pan American Engineers)	CDBG-DR Infrastructure Program and Grant Management for multiple disasters	\$1.4 program value	144	current	2020	Implementation Plan, 350+ pre-applications & applications, 400+ A/E, professional services procurements, 350+ construction bids	Mitchell Smith	318.473.2100

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SAH

Exhibit C (REVISED) – Statement of Qualifications
RFQ Grant Management Services Under CDBG-DR for Puerto Rico
Page 5 of 8

Proposer's Initials: SAF

2.5. Previous Projects and Contracts for Federal Programs that Qualify It to Develop and Implement the Project (include additional sheets of this table if necessary).

ID	Client Name	Work Description	Contract Amount	Project Duration (in Months)	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1	NY GOSR	CDBG-DR FEMA Public Assistance Match	\$4.5M	12	12/31/16	\$11.5M in approved match payments; reviewed over 4,100 project worksheets for HUD compliance including eligibility, tie to storm, procurement, financial documentation, etc.	Natalie Wright	212.480.5349
2								
3								
4								
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9								
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SAF *SAF*

Exhibit C (REVISED) – Statement of Qualifications
RFQ Grant Management Services Under CDBG-DR for Puerto Rico
Page 6 of 8

Proposer's Initials:

3. Reputation and Managerial, Organization, and Technical Capabilities (Not Applicable to Subcontractors)

3.1. Key Team Members for the Engagement: Provide the following information for all Key Team Members for the Project.

[illegible]

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Exhibit C (REVISED) – Statement of Qualifications
RFQ Grant Management Services Under CDBG-DR for Puerto Rico
Page 7 of 8

Proposer's Initials: SAF

4. Bidder's Under Oath Certification:

The undersigned represents, warrants, and certifies on behalf of the Proposer that:

- a) The information contained in the Proposal is true and complete,
- b) The Proposal has been duly and properly authorized for submission by the Proposer, and
- c) In its preparation and development of the Proposal, the Proposer has not, directly or indirectly, solicited or received any advice, assistance, or information concerning the Proposal from any representative of the PRDOH, or its agents or contractors, which was not equally available to other Proposers and which might contribute to an actual or potential competitive advantage for the Proposer.

In witness thereof, the Proposer has executed this Statement of Qualifications this day of November, 2018.

If Entity is a sole partnership or operates under a trade name:

	<u>N/A</u>		
	<small>(Printed Name of Firm)</small>		
By:	<u>N/A</u>		
	<small>(Authorized Representative's Signature)</small>		
	<u>N/A</u>		
	<small>(Printed Name of Authorized Representative)</small>		
	<u>N/A</u>		
	<small>(Address Line 1)</small>		
	<u>N/A</u>		
	<small>(Address Line 2)</small>		
	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
	<small>(City)</small>	<small>(State)</small>	<small>(Zip Code)</small>

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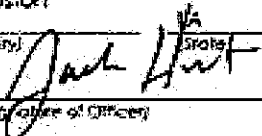
Exhibit C (REVISED) – Statement of Qualifications
RFQ Grant Management Services Under CDBG-DR for Puerto Rico
Page 8 of 8

Proposer's Initials: BAF

If Entity is a partnership or joint venture:

N/A
(Printed Name of Partnership or Joint Venture)
By: N/A
(Signature of General Partner)
N/A
(Printed Name of General Partner)
N/A
(Address Line 1)
N/A
(Address Line 2)
N/A N/A N/A
(City) (State) (Zip Code)

If Entity is a corporation:

Hunt, Guillot & Associates, LLC
(Printed Name of Corporation)
603 Reynolds Drive
(Corporate Address Line 1)
(Corporate Address Line 2)
Ruston LA 71270
(City) (State) (Zip Code)
By: 
(Signature of Officer)
Jack Hunt
(Printed Name of Officer)
Vice President
(Title of Officer)
Attest: n/a
(Secretary)

[CORPORATE SEAL] n/a

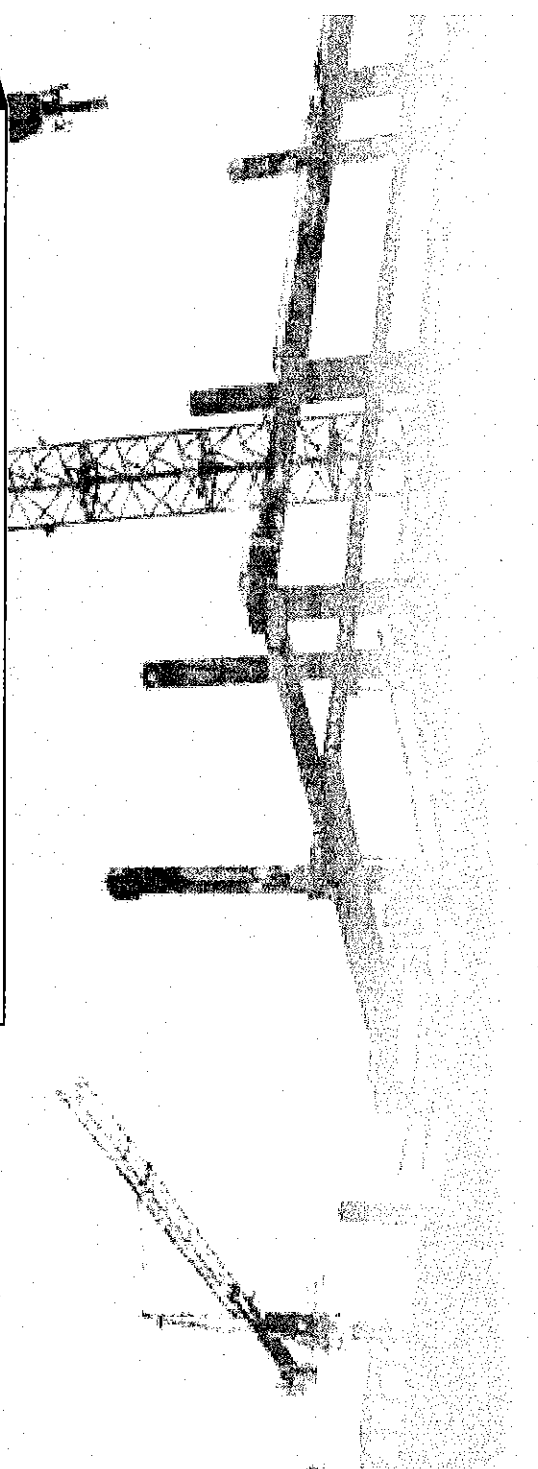
Lincoln Parish, Louisiana
(Jurisdiction of Incorporation)

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TAB 3

EXHIBIT A-2

**COMPANY PROFILE:
ATTACHMENT A**



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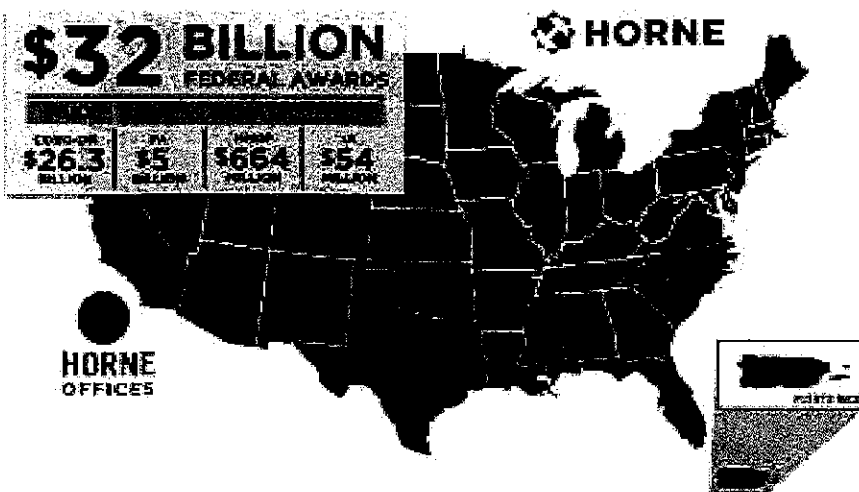
COMPANY PROFILES

HORNE

HORNE's core mission is to create value and make a difference. This mandate drives the services we provide and the clients we choose to pursue. Over the last 12 years, HORNE's Government Services practice group has assisted in the administration of over \$32 billion in federal awards and helped thousands of impacted families in California, Colorado, Florida, Mississippi, New Jersey, New York, North Carolina, Oklahoma, Puerto Rico, South Carolina and Texas.

Our Team represents over a century of combined experience in the successful planning, administration, and implementation of the Department of Housing and Urban Development's Community Development Block Grant - Disaster Recovery (HUD CDBG-DR), the Federal Emergency Management Agency's (FEMA) Individual Assistance (IA), Public Assistance (PA) and Hazard Mitigation Assistance (HMA) Programs, and wrap-around services through the Health and Human Services Social Services Block Grant (SSBG). We are dedicated to delivering

straight-forward guidance, collaboration, industry- leading expertise, innovative solutions, and proven results. Since our founding in 1962, HORNE has grown from a small accounting firm into the top 100 CPA firms in the United States. Our Government Services practice group helps government agencies solve their most complex issues through responsible innovation in financial integrity measures, disaster recovery, and grants management solutions.



GOVERNMENT LEADERS TURN TO HORNE FOR PEACE OF MIND BECAUSE WE HELP MAXIMIZE REIMBURSEMENTS, EXPEDITE RECOVERY, PRESERVE TRUST AND PREVENT FRAUD AND DEOBLIGATION.

By partnering with our clients, we help ensure that dollars are spent in accordance with federal and local requirements. HORNE has earned compliance best practice recognition in reports from the Government Accountability Office, Department of Homeland Security, and HUD.

We know that an island-centered approach includes maintaining a connection to Puerto Ricans living on the mainland. We have extensive recent experience in Florida, New York, and Texas, where many Puerto Rican residents have temporarily relocated, and are able to be a bridge to those communities. Our team is ready to guide you through a comprehensive, transparent, and inclusive recovery process.

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 [Signature]

We bring excellence in service; our employees are driven by our core values, mission and dedication to our clients based on our culture we call the Wise Firm. Like PRDOH, we value results, transparency, and excellence. Our cultures align around these values facilitating a strong partnership. It is both who we are, and who we aspire to be.

HORNE has reviewed the general terms and conditions noted in the solicitation and is able to abide by the applicable insurance and contracting requirements to perform the requested services. Upon notification of award, we will secure the necessary documentation and finalize contract provisions with your procurement office.

To provide the very best in professional services, HORNE has partnered with the following firms who bring a team of professionals, field-tested experience and best practices to serve the Commonwealth of Puerto Rico on this very important recovery program. Collectively, the HORNE team has the technical capacity and financial stability to perform the services requested.

HAGE CONSULTING GROUP, PSC

HAGE Consulting Group, PSC is a professional services company incorporated in the year 2013 to provide leading consulting services in the construction industry. Our clients are guided through the complexities involved from the planning to the operational phases of their projects. We are a company with vast experience and knowledge, as well as trust from other industry stakeholders, through the works of our founding member Samir El Hage-Arocho, P.E.. We also rely on a highly qualified and trusted multi-discipline network of consultants.



Since HAGE's establishment, the company has been procured and involved in many major infrastructure projects. Due to our personnel's exceptional management capabilities, our clients are provided with definitive analyses, schedule and budget controls, effective managerial methodologies, risk management and mitigation, and the logistics coordination they need to ensure that their projects are completed within their quality expectations, as well as within the budget and schedule constraints. Our work methodology consists of the constant analysis of all development aspects to ensure that everything is under control and that the necessary engineering methodologies and disciplines are properly implemented throughout. Hence our company's slogan: "Control • Analysis • Engineering".

C2S CONSULTING, LLC

C2S Consulting, LLC is a leading information technology, consulting and business process services company. Our organization is made up of highly experienced Big 4 senior alumni and world-class IT corporate executives.



We harness the power of Enterprise Application and Technology Management, Analytics, Accelerated Application Development, and Management Consulting to help our clients squeeze the most out of technology and the digital world to make them successful.

C2S Consulting was founded in 2012 and has grown to over 65 professionals. We are headquartered in San Juan, Puerto Rico and provide services across South & Central America as well as many regions of the United States. The strategic geographic positioning of our main office has allowed us to readily meet the needs of both English and Spanish speaking markets, enriching our experience with different regional business operation frameworks.

Our client's range in size from multi-billion-dollar corporations to small and medium sized companies, which illustrates our efficiency, effectiveness and ability to maintain a contained cost structure.

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We serve customers across a variety of industries including Retail, Public Sector, Telecommunications, Healthcare, Banking, Insurance, Energy & Utilities, Industrial and Distribution.

C2S Consulting is a company recognized regionally for its comprehensive portfolio of services, strong commitment to sustainability and good corporate citizenship. Together with our clients, we visualize the puzzle and connect the dots to build a better and bold new future.

WD GROUP

We are a complete communications agency based in Puerto Rico and Miami, specializing in public relations, media consulting and digital strategies.

Our firm is presided by senior communications executive Waldo Diaz, who has over 17 years of experience in public relations and media in Puerto Rico and the US Hispanic Market. We have excellent relations with local and national media, making us a key element in the design and development of PR strategies.

WD Group's dynamic team's creed is to maintain a pro-active attitude with non-stopping ideas for our clients. Our commitment to professionalism is the most important element when we are working with our client's public image, identifying opportunities of media exposure, developing new business and managing any crisis.

Our client list includes mainstream brands and companies, government agencies, non-profit organizations, celebrities and public figures.



CAPITAL ACCESS

Founded in 1995, Capital Access, Inc is a consulting and operations management firm in disaster recovery and HUD grants management. Capital Access consists of 36 staff and affiliates with offices in Philadelphia and New York. Our clients include HUD, states, counties, cities, community organizations, developers and financial intermediaries.

Since 2000, HUD has awarded Technical Assistance contracts to Capital Access where we apply our expertise in CDBG-DR, HUD 108 financing, NSP, Uniform Relocation Act, HOME and housing trust funds in support of HUD programs. We research, analyze and advise. We manage disaster recovery programs with urgency and professionalism in compliance with HUD rules. Capital Access is a cost-effective solution for successful program operations and policy.



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HUNT, GULLIOT, & ASSOCIATES

Hunt, Gulliot, & Associates (HGA) administers large-scale housing and infrastructure programs involving multiple funding streams such as the HUD CDBG-DR Program, and FEMA's PA and HMA programs. We have a proven track record of successfully delivering over \$3 billion in disaster recovery services across multiple programs and funding streams for state and local clients.

HGA has been providing comprehensive, reliable support in the ongoing disaster recovery efforts across the States of Louisiana and New York—including administering two of the largest CDBG-DR infrastructure programs in the country. Our disaster recovery services to Louisiana include management of over \$1.5 billion in HUD CDBG-DR and \$181 million in FEMA HMA funding for housing and infrastructure projects.

Following Superstorm Sandy, HGA was selected by New York State to support its infrastructure and housing recovery. The recovery support to New York State has included managing \$1.1 billion in CDBG-DR funded infrastructure projects, \$1 billion in CDBG-DR funded housing projects and included assisting with the State's \$795 million FEMA PA Match Program.

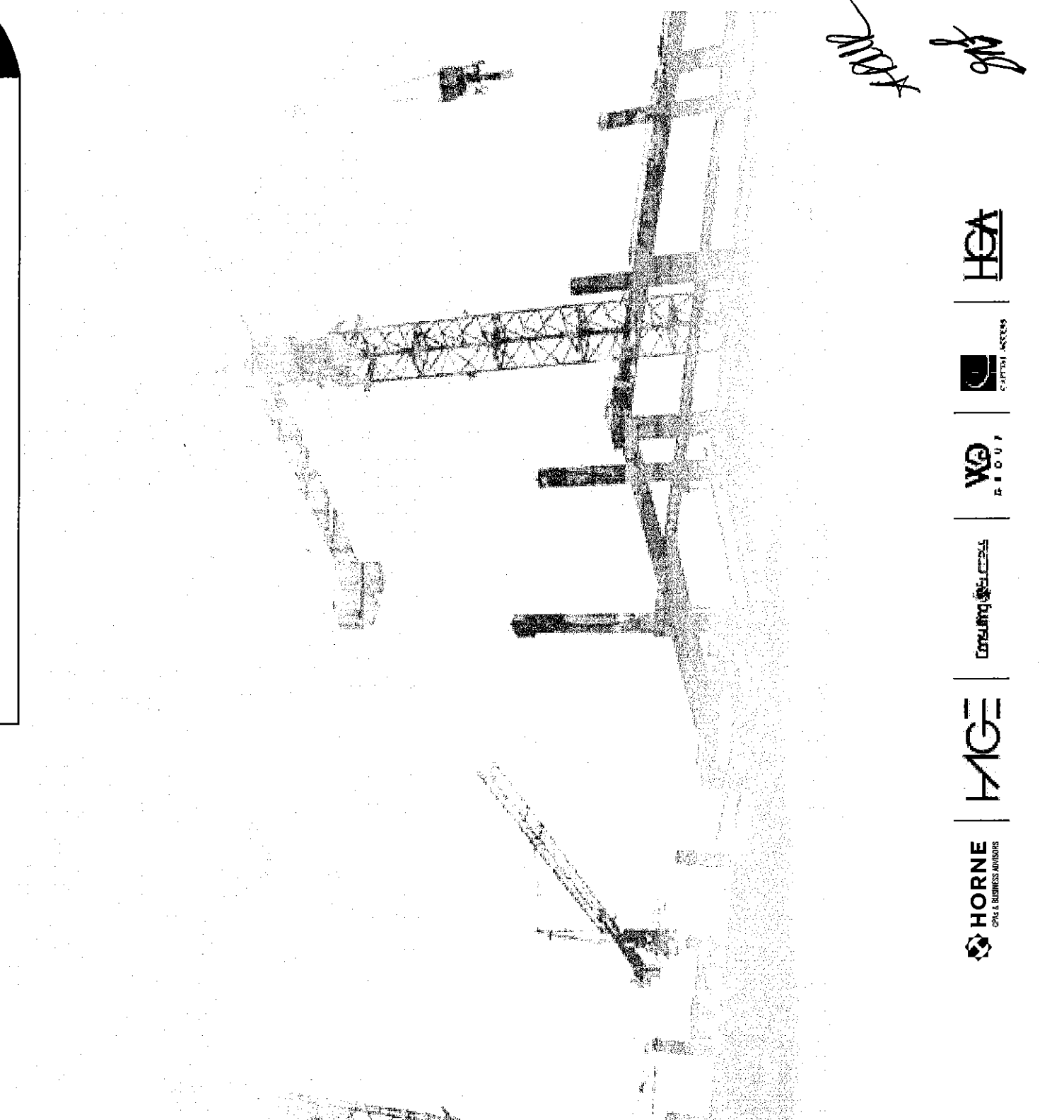
Trott Hunt and Jay Guillot founded HGA in 1997 and have led the firm's growth to a staff of over 400 employees across 12 offices, nine of which are in the United States. HGA's Staffing Division provides the flexibility to quickly ramp up or down based on client need. Engineering News-Record (ENR) recently ranked HGA as the top 30th, out of 50, Program Management firm in North America and a top ranked engineering firm. HGA is also ranked 26th on the Zweig Group Hot Firm List and included on the Inc. 5000 List as one of the fastest growing private firms.

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TAB 4

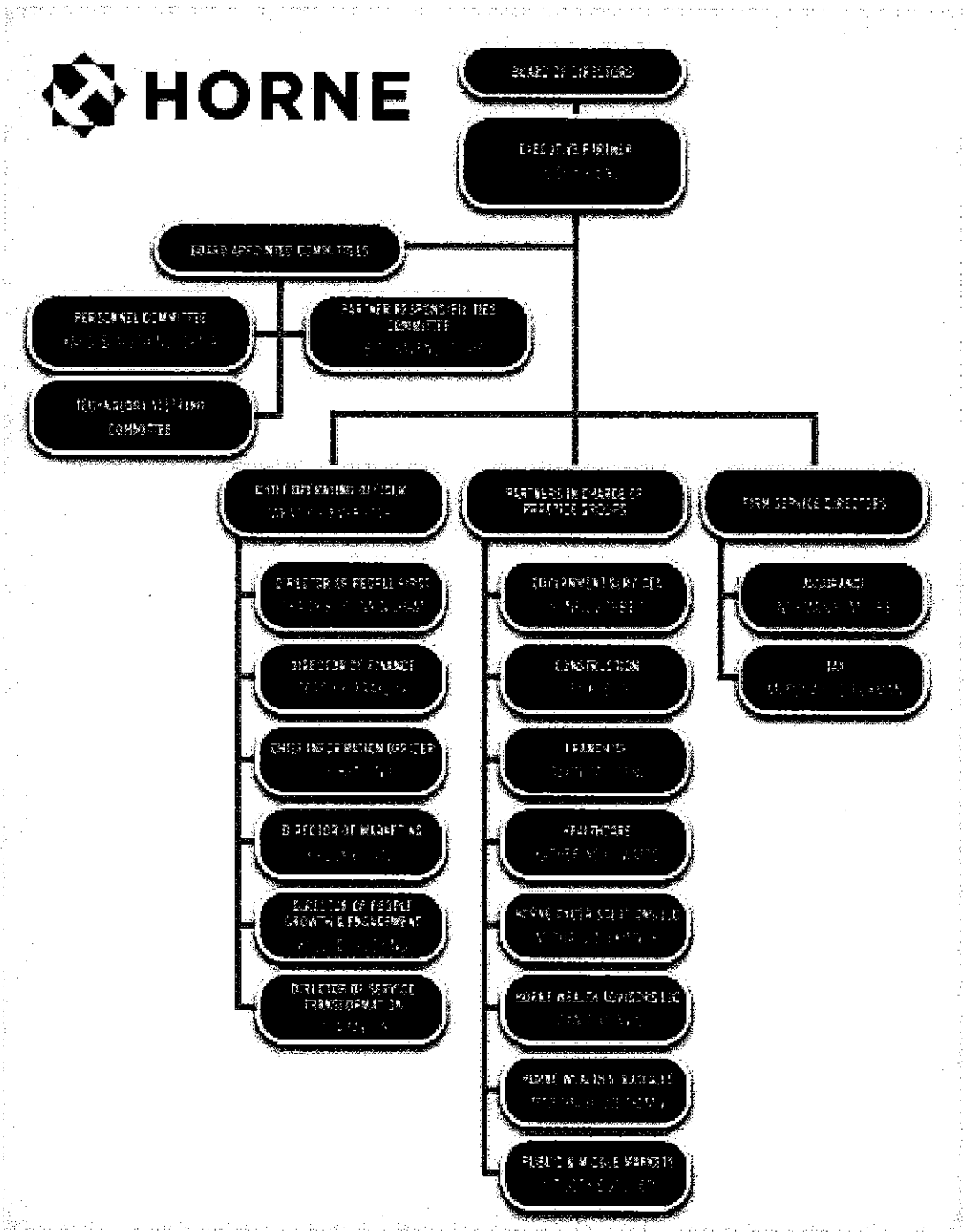
EXHIBIT A-2

ORGANIZATIONAL CHART: ATTACHMENT B



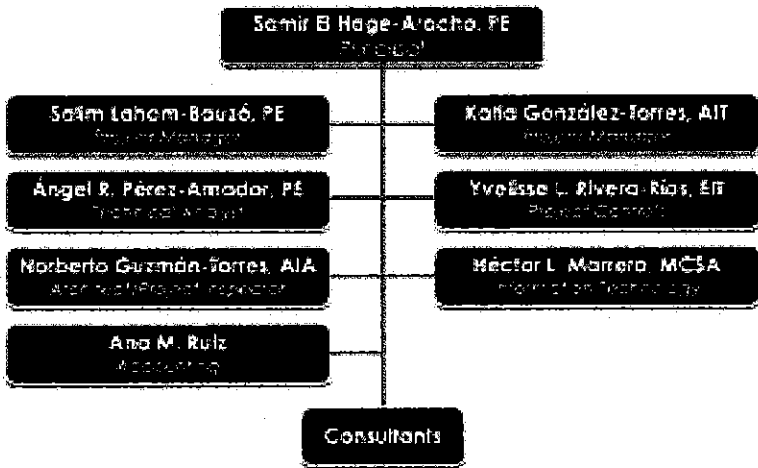
HALL
JW

CORPORATE STRUCTURE



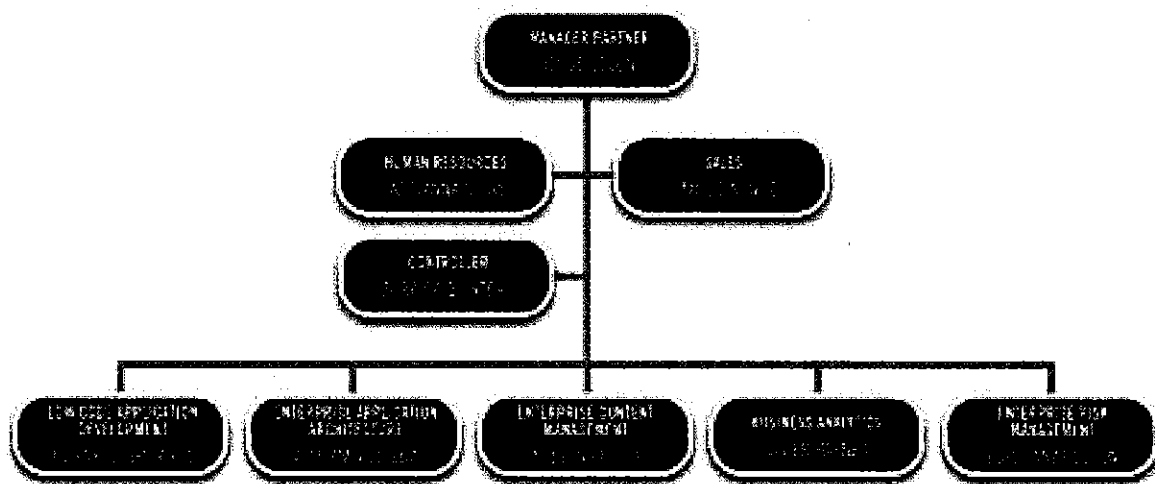
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CORPORATE STRUCTURE



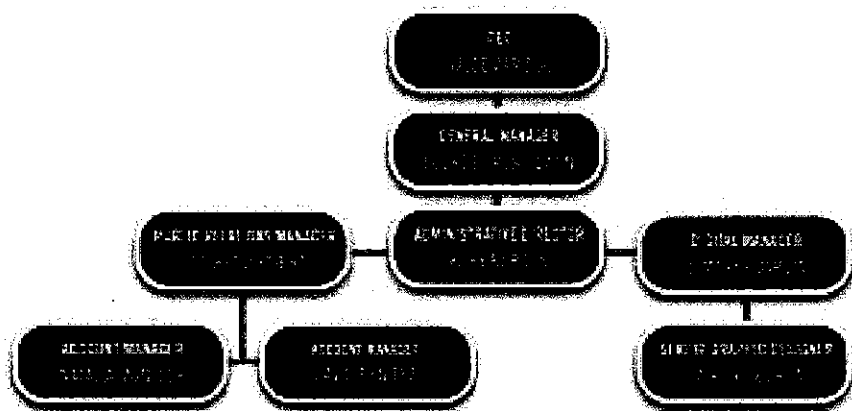
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CORPORATE STRUCTURE



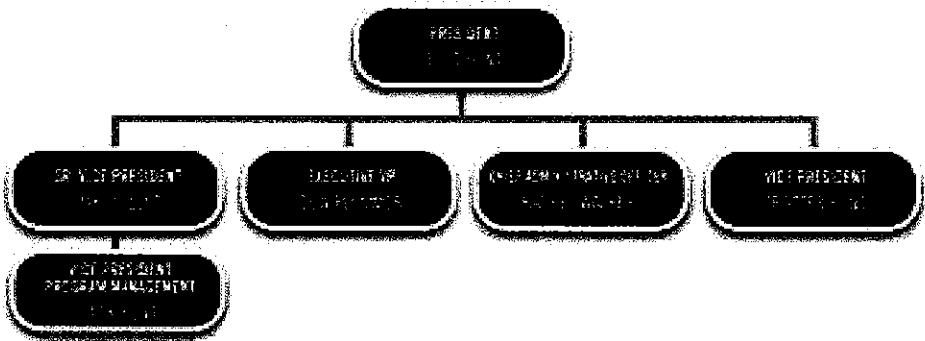
AKR
BNS

CORPORATE STRUCTURE



AWR
BJS

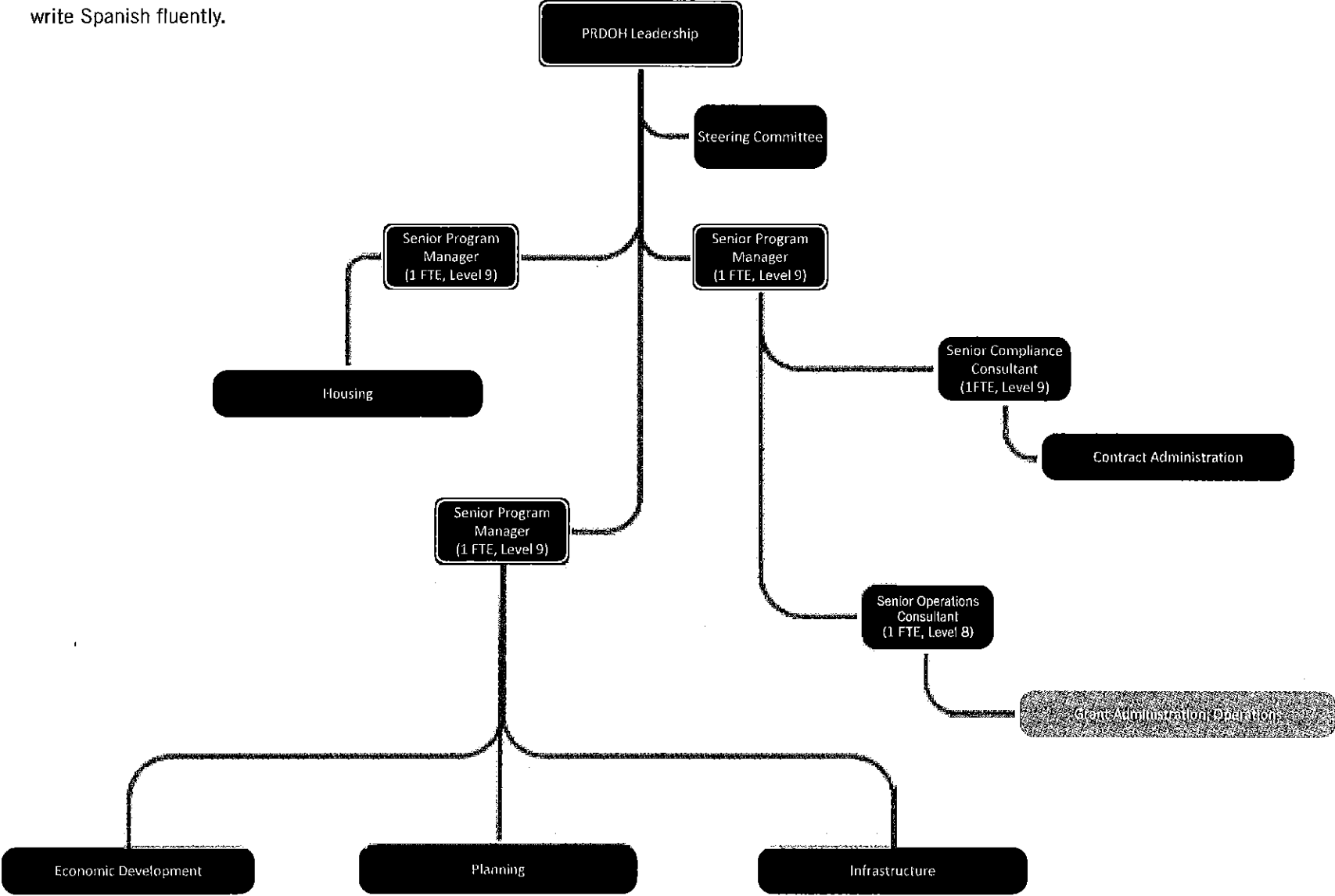
CORPORATE STRUCTURE



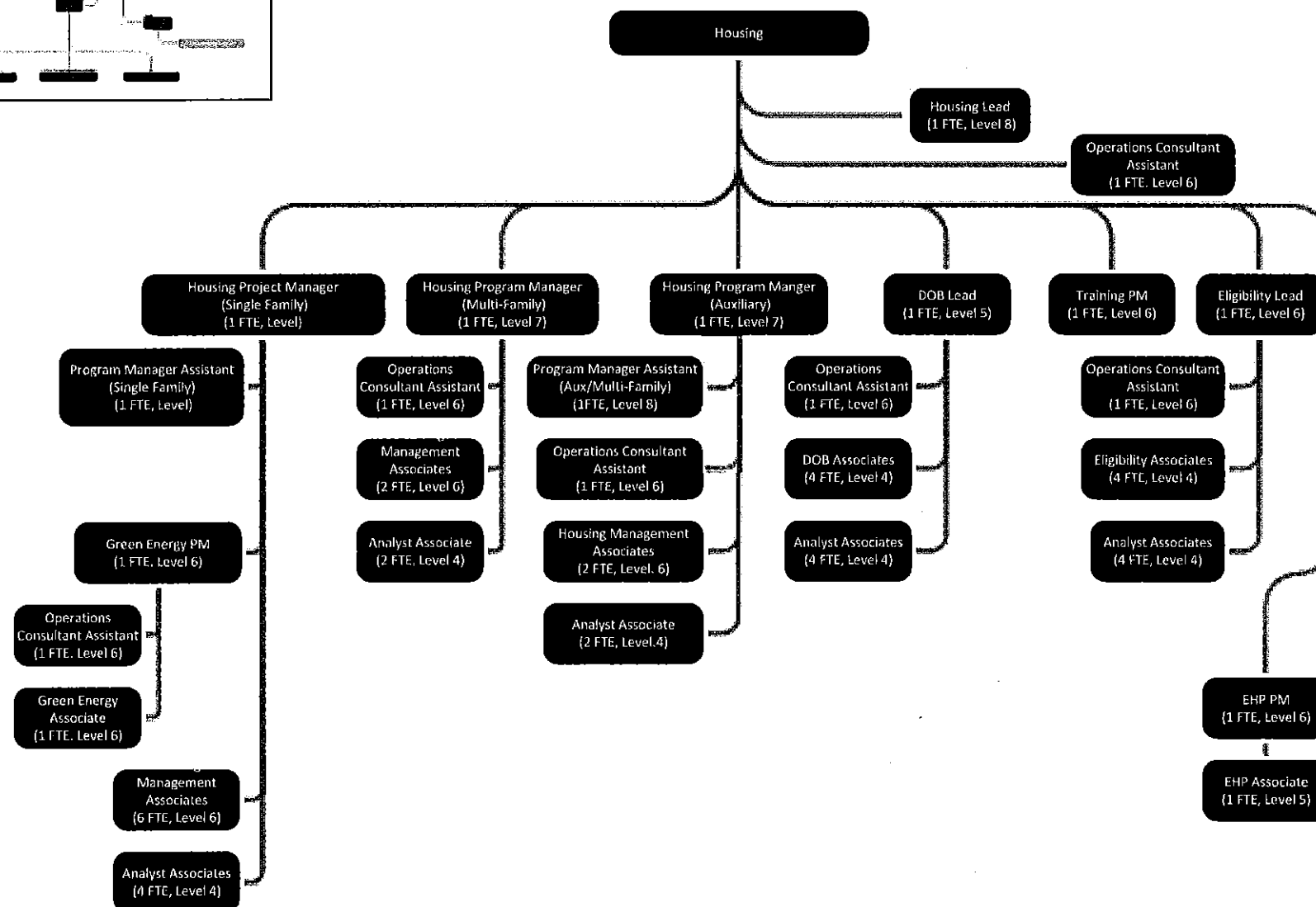
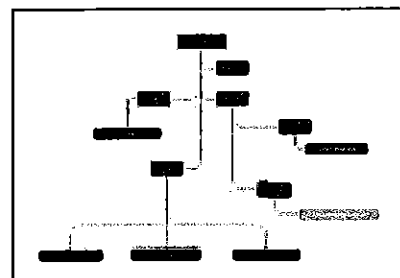
AKR
gmk

PROGRAM ORGANIZATIONAL CHART

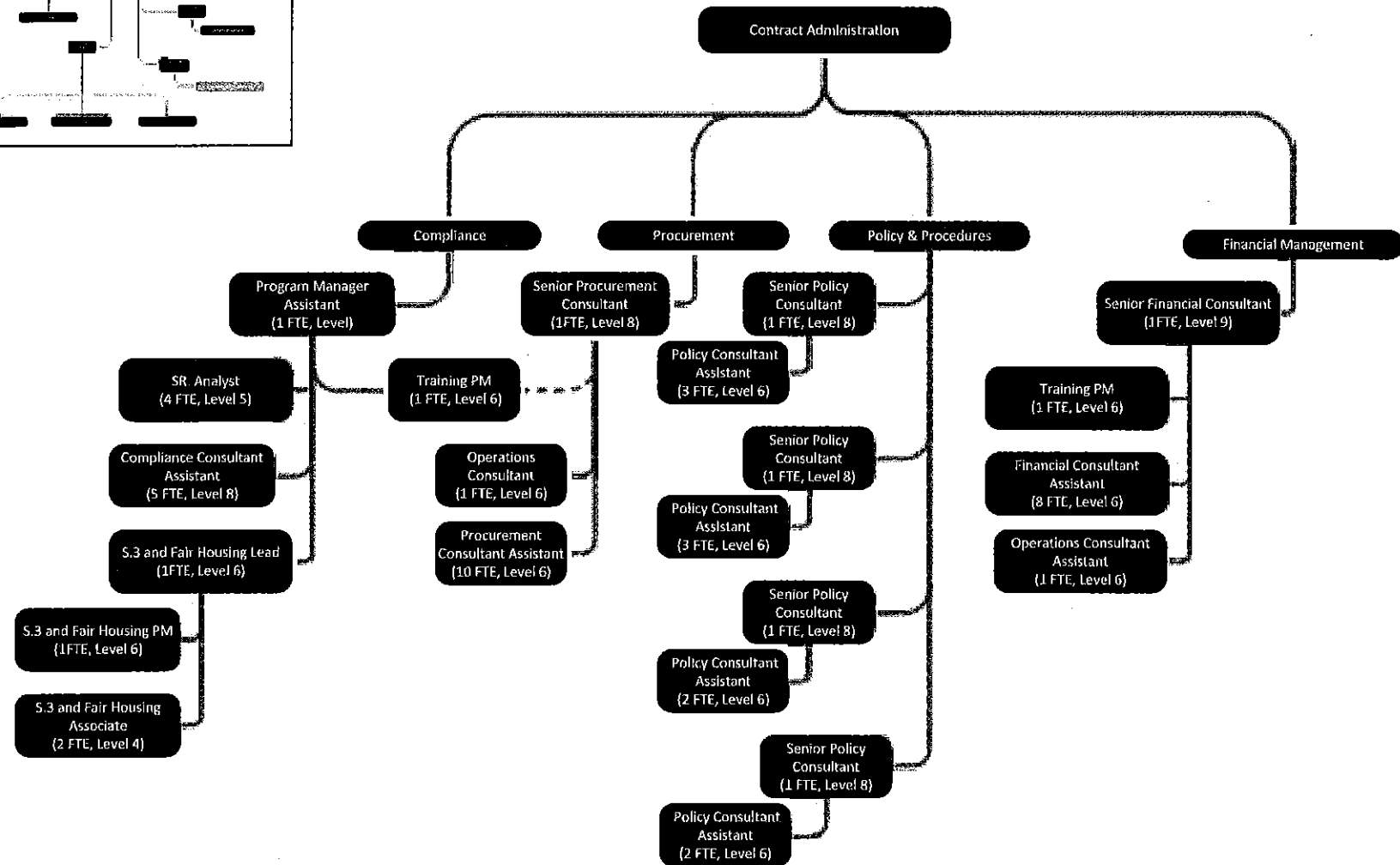
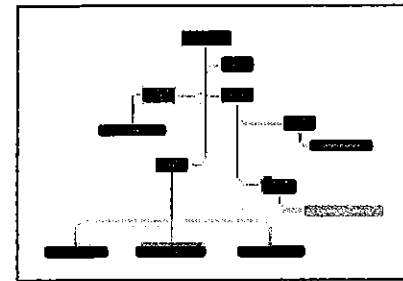
We expect that 95% of this team will be based in Puerto Rico with the majority able to speak and write Spanish fluently.



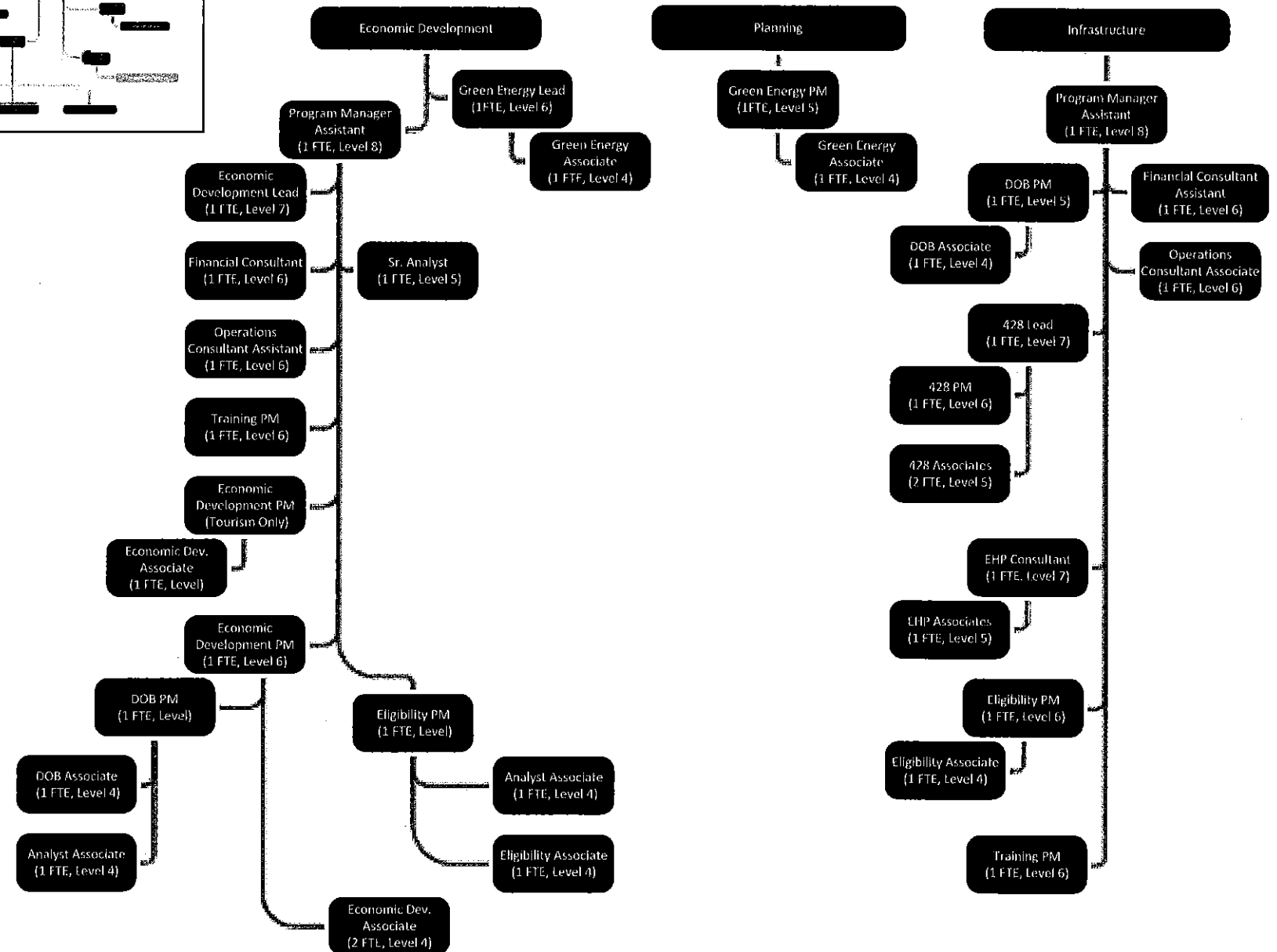
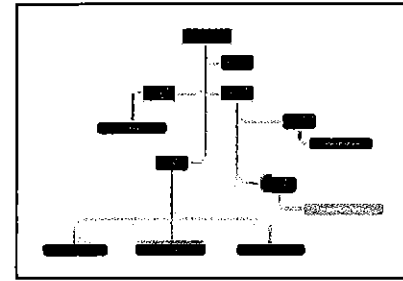
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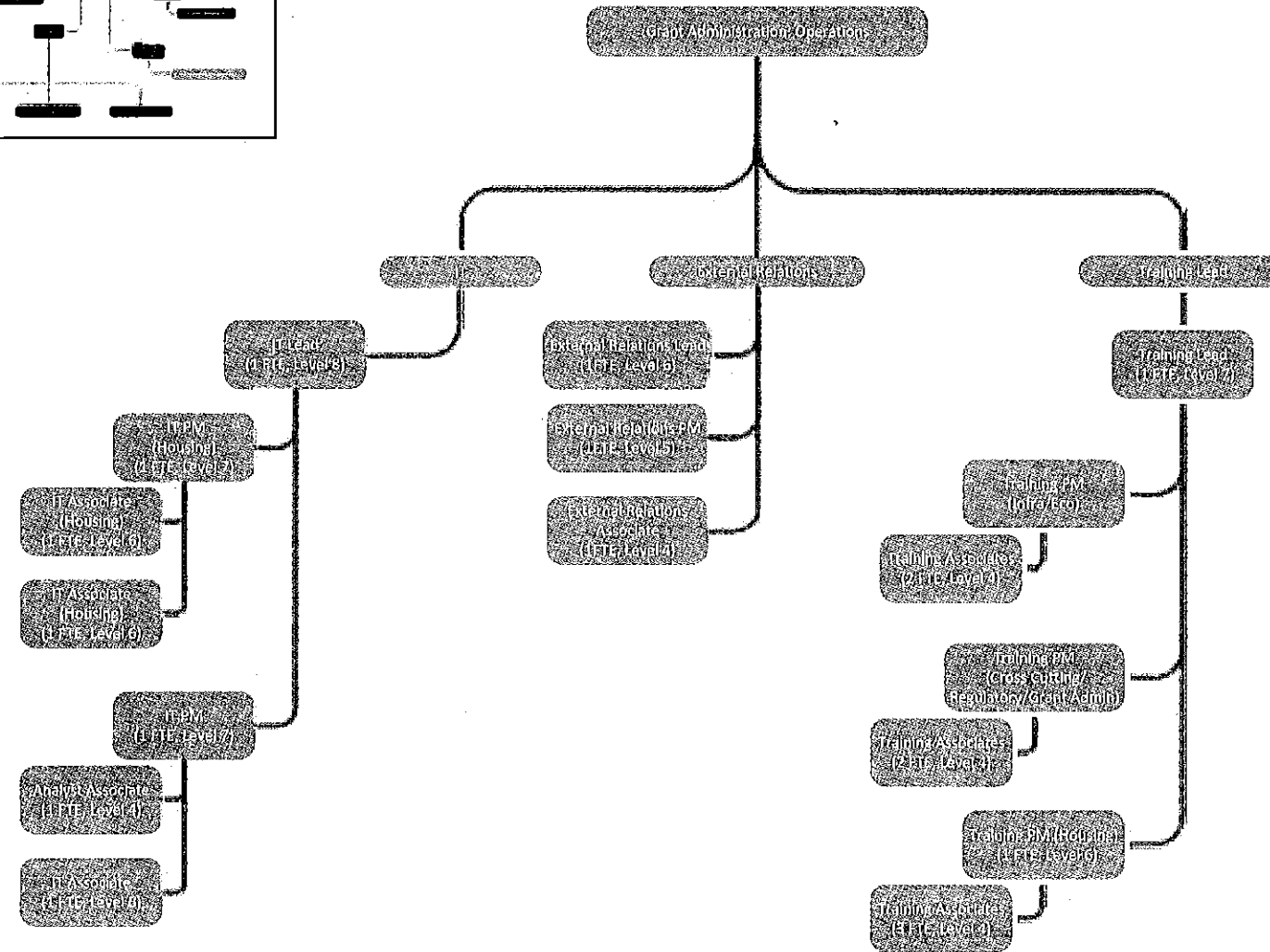
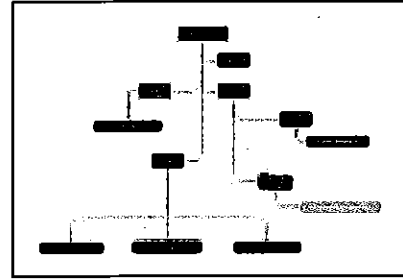
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APM



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9/16
AKP

EXHIBIT A-2

**KEY STAFF COMMITMENT TO
CURRENT PROJECTS & AVAILABILITY**

ATTACHMENT C



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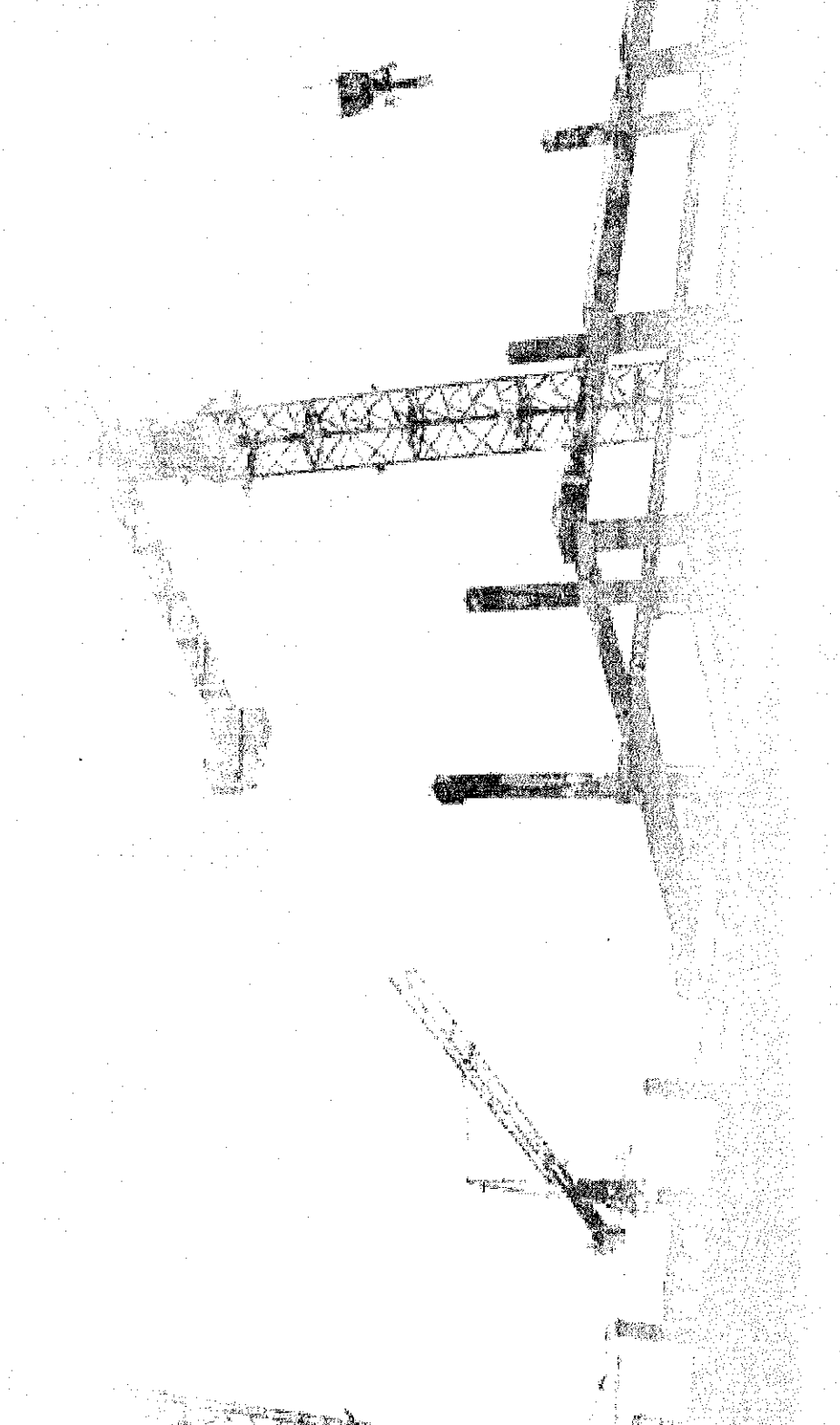
POSITION	RESOURCE NAME	CURRENT PROJECT NAME	CURRENT END DATE	% INVOLVED IN CURRENT PROJECTS	% AVAILABLE TO PRDOH UPON AWARD
Senior Program Manager	Samir El Hage-Arocho	PRDOH - Sheltering and Temporary Essential Power Program (a.k.a. Tu Hogar Renace)	12/2018	15%	90%
		PRDOH - PRDOH's and PRPHA's properties damage inspections, repair costs estimation, and mitigation measures development	3/2019	5%	
		PRDOH Operational Support of \$1.5B CDBG-DR award	3/2019	80%	
Senior Program Manager	Seth Magden	PRDOH - Action Plan and Program Development	6/30/19	100%	100%
Senior Program Manager	Alathia Thomas	New York Rising Housing Recovery Program	12/31/19	100%	100%
Program Manager Assistant	Kalia Gonzalez-Torres	PRDOH - Sheltering and Temporary Essential Power Program (a.k.a. Tu Hogar Renace)	12/2018	90%	100%
		PRDOH Operational Support of \$1.5B CDBG-DR award	3/2019	10%	
Program Manager Assistant	Juan Alaniz	Hurricane Harvey Project Management & Planning Services	8/25/19	100%	100%
Program Manager Assistant	Hank Manning	NY GOSR - Superstorm Sandy CDBG-DR Infrastructure Program Management	2020	100%	100%
Program Manager Assistant	Brendan Gordon	N/A	N/A	N/A	100%
Program Manager Assistant	Lindsey Williams	New York Rising Housing Recovery Program	12/31/19	100%	100%
Senior Compliance Consultant	Monica Mota	PRDOH - Action Plan and Program Development	6/30/19	100%	100%
Compliance Consultant Assistant	Angel R. Perez-Alnador	PRDOH - Sheltering and Temporary Essential Power Program (a.k.a. Tu Hogar Renace)	12/2018	30%	100%
Compliance Consultant Assistant	Ross Woods	Puerto Rico Housing Department Action Plan and Program Development	6/30/19	10%	100%
		U.S. Department of Housing and Urban Development Technical Assistance	Ongoing	5%	
		Pennsylvania Department of Community and Economic Development - Tenant Relocation	12/31/18	10%	
		APTIM, formerly CB&I - Buyout / Acquisition Program	6/30/19	75%	
Compliance Consultant Assistant	Caroline Cull-Brennan	South Carolina Disaster Recovery Office - 2015 Severe Storms and Hurricane Matthew CDBG-DR Full Spectrum Housing Assistance Programs	7/31/19	100%	100%
Compliance Consultant Assistant	Lillian Jenkins	*Mississippi Development Authority - Hurricane Katrina Recovery Programs Project Management Office*	3/31/21	100%	100%
Compliance Consultant Assistant	Leon Terver	N/A	N/A	N/A	100%
Senior Financial Consultant	Jeremy Newberg	Puerto Rico Housing Department Action Plan and Program Development	6/30/19	75%	100%
		U.S. Department of Housing and Urban Development Technical Assistance	Ongoing	25%	
IT Lead	Randisco Dehera-Ochoa	N/A	N/A	N/A	100%

gpt
Kalia

TAB 5

EXHIBIT A-2

WORK APPROACH



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HMR

Setting the Course

Recovery from Hurricane María has been and will continue to be challenging. Families are desperate to return home, and once-bustling communities now lay dormant as they face a new normal and hope for renewal. “Post-María” has become a line in the sand, marking a new reality born from an already challenging socio-economic landscape. Anyone who survived María can tell you they will never be the same and the trauma of the experience is ever present. Puerto Ricans are looking to PRDOH for solutions to the island’s most complex challenges.

The decisions you make today will define Puerto Rico’s future. Housing, infrastructure and the economy all need your help. The team you build will deliver your vision for a stronger Puerto Rico. Who can you trust to manage the compliance requirements and provide results quickly? Who will embrace local stakeholders, build lasting relationships and prepare the Island for the next storm? Who will hire and train Puerto Ricans to lead the recovery? Who will work through the Island’s financial limitations and build an economy for a better future? Who will partner with PRDOH to provide residents help when they need it most?

HORNE believes in a recovery led by Puerto Ricans and focused on solutions. We embrace your vision for success, and we see a recovery championed by community residents and government officials delivering transformational programs for Puerto Rico. As your Grant Management Services partner, we commit to adding exponential value by implementing a 9-step plan to your success.

9-STEP PLAN
FOR YOUR SUCCESS

1

Deploy Expert Leadership

2

Define Your Future Success

3

Deploy World-Class Systems

4

Augment Staff With Local Professionals

5

Manage Stakeholder/
Public Expectations

6

Deliver Programmatic Excellence

7

Monitor For Your Success

8

Mitigate Risks

9

Closeout Strong

LOK
mt

HORNE WILL DELIVER:

**FIRST
30
DAYS**

- ✓ 65 experienced disaster recovery professionals
- ✓ Canopy™ and its mobile intake platform to Municipalities and Housing Program Managers for rapid, seamless applicant intake
- ✓ Customized training to key stakeholders, including the Housing Counseling Providers
- ✓ Roll-out of Small Business Financing program
- ✓ Outreach campaign for Construction Revolving Loan

**1
YEAR**

- ✓ R3 Program has constructed 1,000 resilient homes and hundreds more are under construction
- ✓ Title Clearance and Housing Counseling program has helped thousands of families formalize their home ownership
- ✓ Economic Revitalization programs have funded more than 750 Small Business and Commercial Loans
- ✓ The Homebuyer Assistance Program has assisted hundreds of Critical Recovery Workforce members to invest in their future on the island
- ✓ LIHTC projects are constructing over 1,500 units of high-impact high-density developments
- ✓ All initial Action Plan Programs are operational

**5
YEARS**

- ✓ The Housing Portfolio has served tens of thousands of residents, transformed construction practices, and relocated communities and residents out of harm's way
- ✓ Re-Grow PR improved food security on the Island tenfold
- ✓ Small Business Incubators & Accelerators have reinforced a culture of innovation, spurring job opportunities across the Island and technology renaissance
- ✓ Solar systems, energy innovation, and water catchment systems have decreased the Island's dependence on grid utilities
- ✓ Large scale initiatives under Puerto Rico by Design and Economic Development Investment Portfolio for Growth have leveraged hundreds of millions of dollars of private investment
- ✓ PRDOH and Partner agencies have hired and developed world-class internal operations capacity

ADK
BNZ

To facilitate your review of the scope of work requirements, we have included a crosswalk to reference the section where our responses are included.

9-Step Plan for Your Success Scope of Work Crosswalk	Deploy Expert Leadership	Define Your Future Success	Deploy World-Class Systems	Augment Staff With Local Professionals	Manage Stakeholder/Public Expectations	Deliver Programmatic Excellence	Monitor For Your Success	Mitigate Risks	Closeout Strong
	1	2	3	4	5	6	7	8	9
Grant Administration, Policies and Procedures, Monitoring and Compliance	✓	✓	✓			✓	✓	✓	✓
Staff Augmentation	✓			✓					
Document Compliance		✓	✓			✓	✓		
Meetings, Reports, Data Management Software System and External Communications			✓		✓	✓	✓		
Trainings and Supervision				✓	✓		✓		
Risk Management Assessments							✓	✓	
Reviewing, Processing, Tracking and Monitoring of Invoices and Requests for Payments			✓			✓			
Closeout and Other Grant Management Services				✓					✓
Section 3 Compliance Plan (5 bonus points)		✓							
Cost Control Strategy				✓					

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Deploy Expert Leadership

ENGAGE KEY STAFF TO BEGIN OPERATIONS

The HORNE team is anchored by established Puerto Rican firms - HAGE Consulting, WD Group and C2S - that have long histories serving PRDOH and other government agencies in Puerto Rico. We match their expertise with Community Development Block Grant-Disaster Recovery (CDBG-DR) professionals from HORNE, HGA and Capital Access.



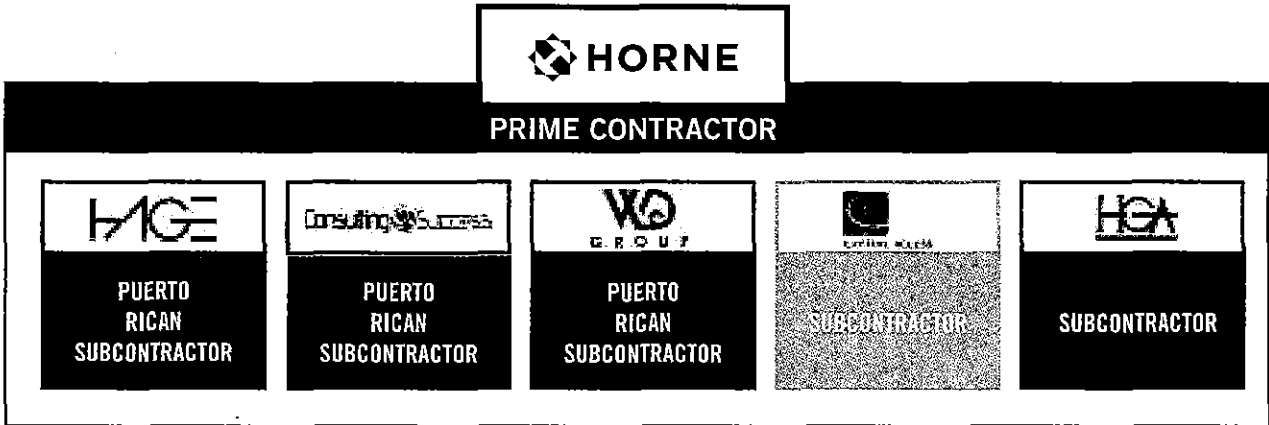
Relying on trusted, local professionals for capacity and long-term leadership



Incorporating our unparalleled understanding of disaster recovery program implementation and local construction challenges



Working within Puerto Rico's governmental structure to accomplish ambitious recovery initiatives



The HORNE team will deploy within 24 hours of contract execution. Many of our principals and leaders reside in Puerto Rico and will be fully dedicated upon agreement.

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On day one, our leadership will collaborate with your team to begin our partnership and establish a foundation for the next five years. We will propose an organizational structure to work with your team, establish critical points of contact for PRDOH programs, and define roles and responsibilities moving forward. We will identify critical program milestones and establish performance priorities for the first 30 days, while we establish a long-term plan for your success.

Your Key Leaders include:

Name	Firm	Title	Availability	Written and Oral Spanish
Samir El Hage-Arocho	Hage Consulting	Senior Program Manager	90%	Yes
Seth Magden	HORNE	Senior Program Manager	100%	Yes
Alethia Thomas	HORNE	Senior Program Manager	100%	
Katia González-Torres	HAGE Consulting	Program Manager Assistant	100%	Yes
Juan Alaniz	HORNE	Program Manager Assistant	100%	Yes
Hank Manning	HGA	Program Manager Assistant	100%	
Brendan Gordon	HORNE	Program Manager Assistant	100%	
Lindsey Williams	HORNE	Program Manager Assistant	100%	
Monica Mota	HORNE	Senior Compliance Consultant	100%	Yes
Ángel R. Pérez-Amador	HAGE Consulting	Compliance Consultant Assistant	100%	Yes
Ross Woods	Capital Access	Compliance Consultant Assistant	100%	
Caroline Cull-Brennan	HORNE	Compliance Consultant Assistant	100%	
Lillian Jenkins	HORNE	Compliance Consultant Assistant	100%	
Leon Tarver	HORNE	Compliance Consultant Assistant	100%	
Jeremy Newberg	Capital Access	Senior Financial Consultant	100%	
Francisco Debera Ochoa	C2S	IT Lead	100%	Yes

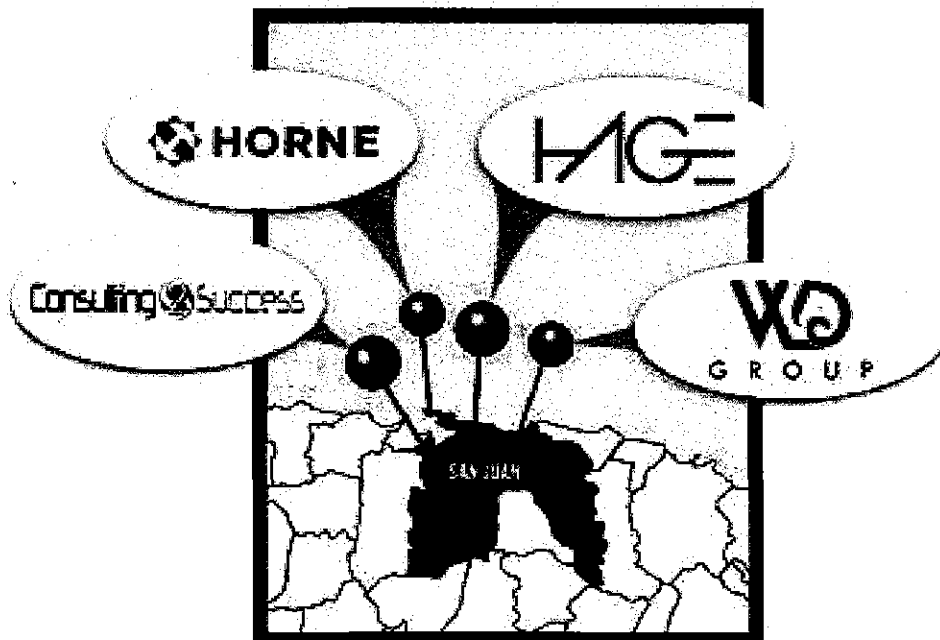
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The HORNE team has 65 experienced professionals ready to support PRDOH upon award. We can deploy our initial staffing surge as early as day 15, but it is crucial that our resources align with your needs. We only want to provide team members that add value to your mission, so it is critical for our initial kickoff to focus on your programmatic priorities and what you need from HORNE to guarantee your success.

**HORNE HAS DELIVERED THE COUNTRY'S
BEST DISASTER RECOVERY HOUSING
PROGRAMS IN NEW YORK, TEXAS,
MISSISSIPPI AND SOUTH CAROLINA.**



PUERTO RICO OFFICE LOCATIONS



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2 Define Your Future Success

CAPTURE YOUR EXPECTATIONS, ESTABLISH DELIVERY TIMELINES, AND SET STANDARDS FOR **SUCCESS**

For any disaster recovery program to be successful, there must be clear, well-defined objectives established at the very beginning. Our Key Personnel will meet with PRDOH leadership within the first 5 days to establish a well-structured, outcome-oriented approach with measurable objectives. We will capture PRDOH's vision for each disaster recovery program and agree to responsibilities and pivotal milestones necessary for our joint success. The HORNE team will document your ambitions in a grant master management and operations plan, also referred to as the Master Plan.

The Master Plan creates the foundation for Puerto Rico's disaster recovery effort. It establishes the baseline by which the success of the overall program is measured, not only by HUD, but also by local government leaders and most importantly, the people of Puerto Rico. The Master Plan affects program design, procurement needs, training schedules, program deliverables, grant spending, monitoring, and overall budgeting.

RELIABLE INSIGHTS THAT DELIVER RESULTS

To understand PRDOH's expectations and the Island's circumstances, the HORNE team will rely on our years of experience doing business with Puerto Rico and successfully operating within your government structure.

HAGE HAS PROVIDED SERVICES & COLLABORATED WITH GOVERNMENTAL ENTITIES IN PUERTO RICO SUCH AS:

- VIVIENDA MODERNIZATION I PROGRAM (PRPHA), the largest tax credit project undertaken by any public housing authority
- PR-66 EXTENSION FROM CANÓVANAS TO RÍO GRANDE (PRHTA)
- DYNAMIC TOLL LANE CONSTRUCTION ON PR-22 FOR THE BUS RAPID TRANSIT (PRHTA)
- SCHOOLS FOR THE 21ST CENTURY PROGRAM (PRIFA)
- QUALIFIED ZONE ACADEMY BONDS PROGRAM (PRIFA)
- PUERTO RICO SCIENCE DISTRICT (PRIFA)
- COMPREHENSIVE CANCER CENTER (UPR);
- PASEO PUERTA DE TIERRA PROJECT IN SAN JUAN (PRIFA)

SINCE HURRICANE MARÍA, HAGE HAS COORDINATED WITH COR3 TO DELIVER FEMA 428 PROGRAMS.

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The recovery in Puerto Rico has no precedent. While catastrophic disasters have occurred all over the mainland U.S., in no jurisdiction has a disaster of this magnitude happened with a bankruptcy process underway, while under the supervision of a fiscal board, and while the government is trying to reduce its size. Simply put, Puerto Rico's disaster recovery efforts are complex. Our team offers unparalleled insight into these complexities.

The complication of over one hundred (100) agencies and seventy-eight (78) local municipal governments, gets even more complicated when we consider that, under approved fiscal plans, the central government is planning to reduce its size to approximately forty (40) entities. Also, certain local municipal governments have some autonomy as to the permitting within their jurisdiction ("Municipios Autónomos") that can complicate permitting processes for projects. The performance of any activity also requires coordination with many independent entities, each of which manages certain matters and some of which have duplicative or redundant roles within the governmental structure.

Hurricane María's devastating blow in late September 2017 created major complications for PROMESA's efforts. The Federal Oversight Management Board (FOMB) and the government had to reconsider the island's resources and needs. However, the storm also led to increased federal economic aid. Fiscal plans for the government and instrumentalities have been revised after Hurricane María. Given the magnitude of the recovery efforts on the island the FOMB, on November 6, 2017, issued a "Review of Contracts" Policy mandating all covered entities of the government to submit "all contracts or series of contracts, inclusive of any amendments or modifications, with an aggregate expected value of \$10 million" prior to execution. The FOMB issued this policy to ensure that contracts and procurement processes "promote market competition" and "are not inconsistent with approved fiscal plans."

In the aftermath of Hurricanes Irma and María, Governor Ricardo Rosselló-Nevares ordered the creation of the Central Office of Recovery, Reconstruction, and Resiliency (COR3). In the recovery efforts COR3 is responsible for identifying, procuring, and administering all federal, local, and/or private resources available to governmental entities to invest in the Island's recovery and advising the Governor and providing assistance and technical advice to the other governmental entities in all matters related to recovery. COR3 has also been fused by the government with the Office of the Governor's Authorized Representative (GAR). This means that all recovery projects need coordination with COR3/GAR and that COR3/GAR provides support and technical assistance to all recovery funding applicants. COR3/GAR is also the main point of contact of the Federal Emergency Management Agency (FEMA).

MEET YOUR
SENIOR PROGRAM MANAGER:

Samir El Hage-Arocho

Samir El Hage-Arocho is a professional electrical engineer with more than 15 years of experience in the construction industry. He is an expert in the areas of construction management, monitoring, oversight, and inspection of complex projects. Since the early stages of his career, Samir has been directly responsible of overseeing the completion of construction projects with a total investment in excess of \$1 billion. Samir is fluent in speaking and writing Spanish.

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Based upon the unique parameters and conditions outlined above, your Master Plan must remedy María's impacts and incorporate aggressive schedules that navigate Puerto Rico's political environment. The HORNE team offers unparalleled experience with local government, intimate knowledge of other island-wide recovery efforts, and provides the unrivaled capacity to oversee the processes necessary to make the full portfolio of CDBG-DR activities a success.

We will augment your Master Plan with details that support clear action items, compliance standards, ownership, and oversight. Success metrics will include:

- Schedules for program implementation, construction and closeout
- Program performance benchmarks to gauge progress with stated objectives
- Forecasts for obligations and expenditures
- Section 3 goals and strategies
- LMI Benefit and HUD National Objective Status

SECTION 3 PLANNING

The HORNE team will ensure that your Master Plan incorporates Section 3 goals that align with your desire to spark the local economy, create opportunity for the Island's most vulnerable residents, and attract new talent to Puerto Rico.

Section 3 fosters meaningful impact but can be daunting when implementing large-scale programs. Success requires PRDOH to ensure that economic opportunities generated by PRDOH's programs are directed to low- and very low- income persons, and Section 3 businesses.

Our Section 3 solution simplifies complex regulatory requirements and focuses on PRDOH's achievement of the minimum numerical goals anchoring Section 3 compliance:

- ✔ 30% of the Program's aggregate number of new hires shall be Section 3 residents.
- ✔ 10% of the total dollar amount of all covered construction contracts shall be awarded to Section 3 business concerns.
- ✔ 3% of the total dollar amount of all covered non-construction contracts shall be awarded to Section 3 business concerns.

SECTION 3 EXCELLENCE FOR HURRICANE KATRINA CDBG-DR PROGRAMS

TOTAL NEW SECTION 3 HIRES

30%

TOTAL CONSTRUCTION CONTRACTS AWARDED TO SECTION 3 BUSINESSES

\$38,279,513.78

TOTAL NON-CONSTRUCTION CONTRACTS AWARDED TO SECTION 3 BUSINESSES

\$2,913,163.15

% NEW HIRES TO SECTION 3 RESIDENTS

31.5%

% CONSTRUCTION CONTRACTS TO SECTION 3 BUSINESSES

69.42%

% NON-CONSTRUCTION TO SECTION 3 BUSINESSES

60.70%

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Our team will customize PRDOH's Section 3 Program to achieve an annual determination of compliance from HUD. Our Section 3 solution incorporates five key functions that are customized to fit each program type.



Step 1: Educate Subrecipients and Vendors

- Host quarterly workshops to promote contracting opportunities and inform local businesses
- Review Individual Section 3 plans for compliance
- Provide on-going training and technical assistance



Step 2: Target Section 3 Businesses and Residents

- Tailor outreach plans to target a project area's contractors and labor force.
- Enable Section 3 businesses to certify on-site or online.
- Build a Section 3 Business Database to utilize on future projects



Step 3: Ensure Participation

- Confirm that procurements include Section 3 businesses
- Establish procurement preferences for vendors that employ Section 3 businesses



Step 4: Monitor Compliance


- Review contracts for compliance



Step 5: Report Section 3 Success

- Review monthly progress reports from vendors and subrecipients
- Document Section 3 goal achievement
- Submit the annual report to HUD via SPEARS

We have seen the power of a deliberate Section 3 effort. We have witnessed homeless disaster survivors embark on a new life after receiving a Section 3 hiring preference and local businesses win multi-million-dollar contracts because they certified as a Section 3 entity. We believe that Section 3 is a critical tool that when used effectively in a CDBG-DR Program, can move a community from adversity to opportunity. HORNE will incorporate Section 3 expectations into your Master Plan and deliver unprecedented results.



**MEET YOUR
SECTION 3 & FAIR HOUSING EXPERT:**

Anna Stroble

Anna leads HORNE's Fair Housing practice and is actively engaged across the country assisting states such as Mississippi, Colorado, New York City, South Carolina and numerous local jurisdictions with their Section 3 programs. She is recognized for being able to achieve Section 3 compliance by marrying the complex regulatory requirements with the practical implementation challenges.

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Deploy World-Class Systems

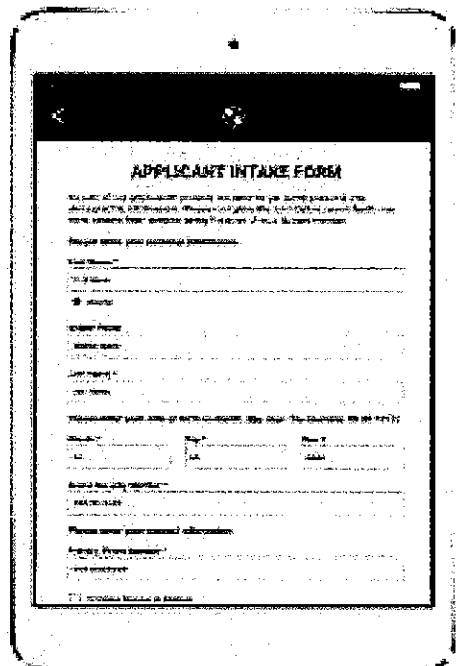
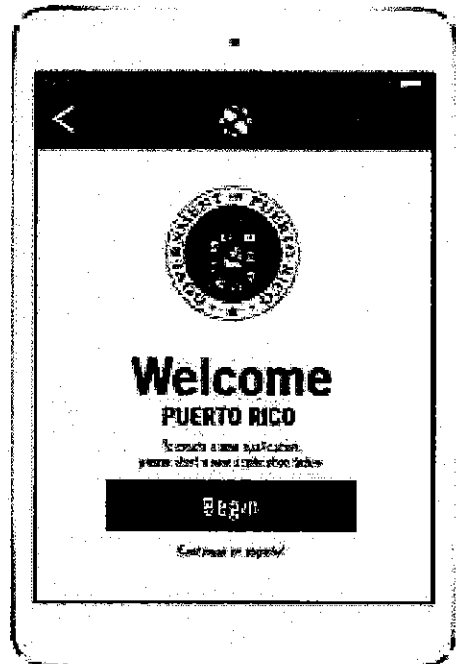
DOCUMENT MANAGEMENT,
WORK FLOW, REPORTING, AND
DATA SECURITY

Canopy™ is HORNE's solution for CDBG-DR grantees who wisely understand that an off-the-shelf software solution will not support the security, compliance, data volume and workflow demanded by complex federal recovery grants. For 13 years, we have developed and continued to improve our proprietary grant management system to serve government clients working to recover their jurisdictions from disaster. A successful solution requires a software suite that unifies people, processes, data and compliance into a seamless, accessible system. Canopy™ supports the lifecycle of PRDOH's disaster recovery grant and provides unrivaled reporting capabilities in a secure and proven software environment.

Canopy™ - Capabilities

Canopy™ starts at the beginning with data and deliverables, to ensure that processes are consistent, compliant and efficient. Canopy™ offers web, mobile and kiosk intake tools to simplify complicated disaster recovery housing applications. It allows homeowners to digitally submit all required documents and signatures to support their housing recovery application without having to travel to an intake center or wait for a customer representative to make copies of personal information. By eliminating paperwork, we consistently deliver rapid eligibility decisions in a single environment that houses all applicant data and documents. Canopy™ has successfully provided intake and eligibility solutions for more than 65,000 applicants across the United States.

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Canopy™ includes workflow modules that streamline the following processes and deliverables:



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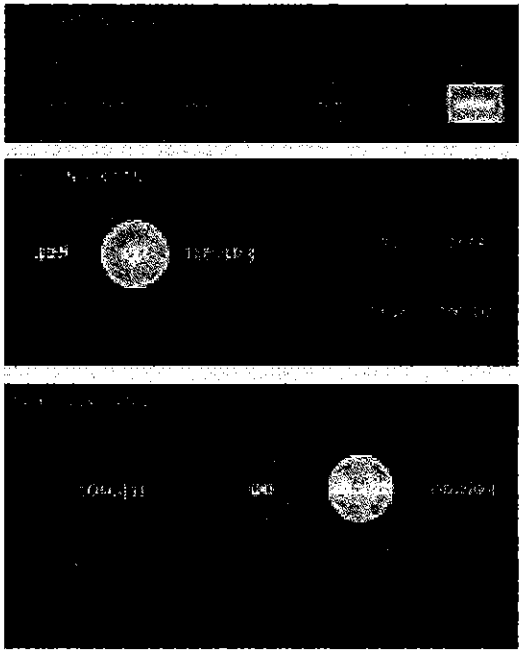
Canopy™ – Reporting

Canopy™ delivers 24/7 real-time reporting insights that drive program leadership decisions and simplify complex processes into actionable information. Our system leverages the strengths of Power BI and Tableau reporting suites to offer smart, web-based access to all grant reporting. Our data management practices preserve information integrity and enable program teams to predict issues, identify trends and analyze outcomes.


Canopy™'s data collection capabilities ensure quality data and allow us to provide a wealth of disaster recovery analytics such as: Fair Housing compliance guidance (tracking applicant information on demographics such as race and gender), flood hazard and environmental risk management (mapping applicant data using Geographic Information Systems) and program accountability tracking to ensure PRDOH's programs reach those they were intended to benefit.

Canopy™ captures qualitative and quantitative measures required to track productivity by task and team member. Productivity reports proactively detect backlogs in workflows, track performance indicators and identify efficiencies that can be applied across programs or tasks.

Canopy™ will use this data to produce a summary report of the overall construction progress for all projects. The Construction Summary Report identifies programs that are falling behind schedule or failing to meet performance objectives. Additionally, the report provides real-time insights into possible funding concerns, potential holdups and capacity gaps that require action.



PUERTO RICO STEP DASHBOARD BY HAGE



MEET YOUR
SENIOR OPERATIONS CONSULTANT:

Bob Harland

Bob provides leadership and guidance as a subject matter expert in HUD's DRGR system of record. He assists with team development and training, policy development, client communications, budget analysis, and monitoring, with a strong emphasis in program reporting. He provides the client and HUD with clear, concise, accurate program reports on semi-weekly, quarterly, semi-annual, and annual intervals.

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CANOPY™ DATA TRACKING

Reporting requirements are established for each program so that relevant data is captured. At a minimum, Canopy™ captures:

- Construction start dates
- Anticipated construction end dates
- Timeline of projected expenditures
- Actual expenditures in relation to projections
 - Percentage of funds expended
- Status in relation to performance benchmarks and established work schedules
 - Accomplishments toward national objective compliance
- Forecasted future activities, expenditures or construction start and end dates
 - Any other critical program-specific data

Our partner, HAGE, has deployed user-friendly, interactive portals for Puerto Rico's disaster recovery programs. This dashboard has been an integral part of telling the recovery story and includes information on applicants, vendors, workflow status and funds pledged. It can be used on mobile applications, providing stakeholders information at their fingertips. This locally-relevant expertise offered by HAGE, coupled with proven HORNE technology, creates a powerful, unrivaled capability for accurate, timely and transparent data sharing.

We will manage controlled access to reporting and dashboards through a client portal for centralized access to comprehensive PRDOH program information. We can embed real-time reports and dashboards on public websites for transparency into PRDOH CDBG-DR programs, similar to the transparency website HORNE developed and maintains for South Carolina at www.scstormrecovery.com.

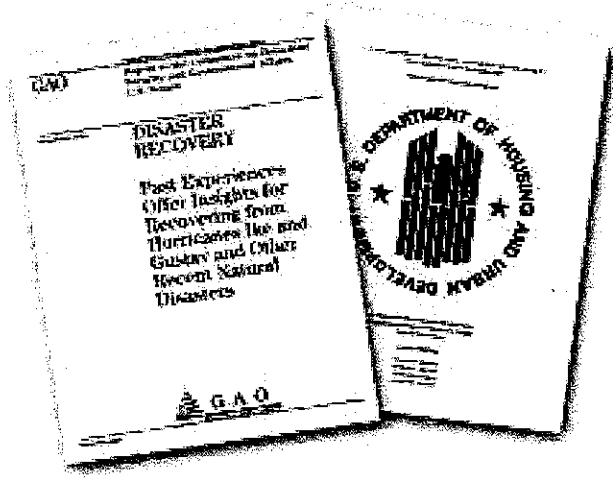


[HTTP://SCSTORMRECOVERY.COM/](http://SCSTORMRECOVERY.COM/)

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Canopy™ – Document Management & Retention

HORNE has earned a legacy founded on proven grant management and document control systems in New York, Texas, Mississippi, South Carolina and North Carolina. We deploy best practices that support program implementation processes and financial management protocols that exceed documentation requirements for CDBG-DR grants. In fact, HORNE'S document control and management approach has been recognized as a best practice by HUD and the Government Accountability Office. The Canopy™ Enterprise Data Warehouse delivers unparalleled capacity to store data and documents for multiple programs. HORNE manages over 32 million pages of electronic data related to disaster recovery projects across the country.



Our systems and processes support Puerto Rico's efforts to create a "native digital" government that can better serve its people at a much lower cost. This includes moving from paper forms to digital processes where possible, while preserving document and data control through digital footprints and record keeping. Document control also includes approving documents and templates prior to use, reviewing and updating documents as necessary, ensuring that changes are identified, new documents are available for use, and ensuring that submitted documents are legible, identifiable and properly classified. Our document maintenance standards protect key information vital to supporting the validity of funds disbursed and the reasons for decisions made.

We meet and exceed CDBG-DR financial and document management requirements by incorporating our audit-tested, web-based document management system for capturing and indexing all program supporting documentation. We will support PRDOH staff in routine quality reviews and file inventories to ensure compliance with Program requirements as well as ensuring any federal regulatory requirements are met and ready for audit. We will maintain all documents, data, applicant and stakeholder communications and communications relating to the CDBG-DR allocation for a minimum period of five (5) years following grant closeout. In some cases, retention requirements may be extended for special instances such as claims, audit, negotiation or other actions involving the records. We will identify these instances and retain associated records until completion of the action and resolution of all related issues in accordance with 24 CFR 85.42 as modified by 570.502(a)(16), or 24 CFR 84.53(b) as modified by 570.502(b)(3)(ix) (A) and (B). We will assist PRDOH in the responsible disposition of documentation after the five-year retention period and after ensuring all record-keeping compliance requirements are met.

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Canopy™ – Security & Accessibility


Grant management system security is a common audit finding due to the volume of Personal Identifiable Information (PII) collected in disaster recovery programs. Canopy™ has endured internal and external penetration testing from third-party white-hat hackers – these are outside technology companies that HORNE or our clients hire to try to compromise our systems. We back-up our systems and servers in varied geographical locations to lessen the impacts of outages or natural disasters. The server facilities undergo routine security testing and follow data security best practices recommended by industry leading security firms, including HORNE Cyber, our practice group specializing in cyber security.

Access to all PII is controlled through profile management, internal controls and segregation of duties. PRDOH will have the authority to approve all system users. All Canopy™ users with access to PII and other sensitive data will participate in data security and privacy training annually.



We will provide PRDOH electronic copies of program documents stored in Canopy™ and will allow system access to federal and local government entities as necessary. HORNE has provided this type of seamless web-based access to federal regulators at the request of our clients in other disaster recovery programs, including New York, Texas, South Carolina and Mississippi, among others.

Based on direction from PRDOH, Canopy™ can integrate with other systems and vendor tools to enhance grant delivery, including Yardi, Xactimate, RSMeans, Microsoft SharePoint, subrecipient grant management tools or other software supporting Puerto Rico's recovery.



**MEET YOUR
IT LEAD:**

Francisco Debera Ochoa

Francisco has over 20 years of experience leading and implementing successful complex technology and transformational modern workplace initiatives, including data analytics and cloud initiatives for government, retail, telco, healthcare, distribution, transportation education and financial services including Fortune 500 companies. Francisco is fluent in speaking and writing Spanish.

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Augment Staff With Local Professionals

RECRUITING & TRAINING PUERTO RICO'S BEST

The HORNE team will work hand-in-hand with PRDOH to hire, train and empower Puerto Rican firms and local talent to lead the Island's recovery. We have identified a strong, local workforce that will contribute to the Puerto Rican economy and champion the largest CDBG-DR allocation to date.

HORNE STAFF AUGMENTATION SUCCESS STRATEGY

Ready to deploy staff augmentation resources to meet the minimum staff augmentation personnel by:

- Relocate experienced HORNE resources to Puerto Rico
- Rapidly hire pre-screened candidates who are on standby awaiting award
- Partner with Puerto Rican firms to provide key staff and services
- Attract displaced Puerto Ricans that want to return and serve the Island
- Hire local for additional resources
- Engage experienced CDBG-DR teaming partners

Our experience in implementing disaster recovery programs and augmenting government staff has taught us that having team members that are local residents improves trust in government programs, enhances communication and improves cultural insights. At full capacity, we expect 95% of our team to be based in Puerto Rico and the majority to speak and write Spanish fluently.

The HORNE team has built a reputation as a thought-leader in disaster recovery, a trusted advisor to government agencies and a high-quality team that cares about its staff. Given this reputation, we have attracted and maintained top industry talent, and this reputation further strengthens our ability to quickly execute staff augmentation strategies.

MEET YOUR
HOUSING MANAGEMENT LEAD:

Jenna Abbey

Jenna works closely with government clients to engineer processes to implement federally funded housing recovery programs that facilitate stronger and resilient communities. Clients benefit from her experience in designing streamline operations, increasing stakeholder collaboration and ingraining transparent reporting.

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Our 16 Key Positions will embed at PRDOH within 24 hours of a contract execution and begin crafting your Master Plan. We have accelerated our staff augmentation timeline by identifying potential talent pools, prescreening qualified candidates, and offering contingent positions pending a successful award with PRDOH. As a result, the HORNE team can provide PRDOH 65 exceptional team members within the first 15 days of our contract, and additional team members accept their contingent offer everyday. Our staff augmentation strategy favors qualified Puerto Ricans that out-migrated due to recession, fled after María or are currently on the Island and committed to assisting with the long-term recovery efforts.

HORNE STAFFING

POSITION	NAME	COMPANY	POSITION LOCATION	LOCAL HIRE	FLUENCY IN SPANISH
Senior Program Manager	Samir El Hage-Arocho	Hage Consulting	Full time Puerto Rico		Yes
Senior Program Manager	Seth Magden	HORNE	Full time Puerto Rico		Conversational Spanish
Senior Program Manager	Alethia Thomas	HORNE	Full time Puerto Rico		
Program Manager Assistant	Lindsey Williams	HORNE	Full time Puerto Rico		
Program Manager Assistant	Katia González-Torres	Hage Consulting	Full time Puerto Rico		Yes
Program Manager Assistant	Juan Alaniz	HORNE	Full time Puerto Rico		Yes
Program Manager Assistant	Brendan Gordon	HORNE	Full time Puerto Rico		
Program Manager Assistant	Hank Manning	HGA	Full time Puerto Rico		
Senior Policy Consultant	Ricardo Soto López	HORNE	Full time Puerto Rico		Yes
Senior Policy Consultant	3 positions TBD		Full time Puerto Rico	3 Local Hires	Yes
Policy Consultant Assistant	Kate McKesson	HORNE	Full time Puerto Rico		
Policy Consultant Assistant	9 positions TBD		Full time Puerto Rico	9 Local Hires	Yes
Senior Compliance Consultant	Monica Mota	HORNE	Full time Puerto Rico		Yes
Compliance Consultant Assistant	Ángel R. Pérez-Amador	Hage Consulting	Full time Puerto Rico		Yes
Compliance Consultant Assistant	Ross Woods	Capital Access	Full time Puerto Rico		
Compliance Consultant Assistant	Lillian Jenkins	HORNE	Full time Puerto Rico		
Compliance Consultant Assistant	Leon Tarver	HORNE	Full time Puerto Rico		
Compliance Consultant Assistant	Caroline Cull-Brennan	HORNE	Full time Puerto Rico		
Senior Procurement Consultant	William Rios	Hage Consulting	Full time Puerto Rico		
Procurement Consultant Assistant	10 Positions TBD		Full time Puerto Rico	10 Local Hires	Yes
Senior Financial Consultant	Jeremey Newberg	Capital Access	Full time Puerto Rico		
Financial Consultant Assistant	David Bennet	HGA	Full time Puerto Rico		
Financial Consultant Assistant	Jenna Shannon	HORNE	Full time Puerto Rico		
Financial Consultant Assistant	Edwin Morales	HORNE	Full time Puerto Rico	Local Hire	Yes
Financial Consultant Assistant	7 positions TBD		Full time Puerto Rico	7 Local Hires	Yes
Senior Operations Consultant	Bob Harland		Majority Puerto Rico		
Operations Consultant Assistant	Aleyda Perez	HORNE	Full time Puerto Rico	Local Hire	Yes
Operations Consultant Assistant	Renee Tabari	HORNE	Majority Puerto Rico		
Operations Consultant Assistant	Agustín Rodríguez-Rosado	Hage Consulting	Full time Puerto Rico		Yes

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POSITION	NAME	COMPANY	POSITION LOCATION	LOCAL HIRE	FLUENCY IN SPANISH
Operations Consultant Assistant	Casey Levy	HGA	Full time Puerto Rico		
Operations Consultant Assistant	Grant Johnson	Capital Access	Full time Puerto Rico		
Operations Consultant Assistant	Stacy Ahua	HORNE	Full time Puerto Rico		Yes
Operations Consultant Assistant	Melanie Stewart	HORNE	Majority Puerto Rico		
Operations Consultant Assistant	3 positions TBD		Full time Puerto Rico	3 Local Hires	Yes
DOB Lead	TBD		Full time Puerto Rico	Local Hire	Yes
DOB PM	Kathy Lee	HGA	Full time Puerto Rico		
DOB PM	Tyler Smith	Capital Access	Full time Puerto Rico		
DOB Associate	Alyssa Bustop	HGA	Full time Puerto Rico		
DOB Associate	Brittany Ogelsby	Capital Access	Full time Puerto Rico		
DOB Associate	4 positions TBD		Full time Puerto Rico	4 Local Hires	Yes
Eligibility Lead	Justin Cauley	HORNE	Full time Puerto Rico		
Eligibility Lead	1 position TBD		Full time Puerto Rico	Local Hire	Yes
Eligibility PM	Leesa Foreman	HGA	Full time Puerto Rico		
Eligibility PM	Aida Andujar	Capital Access	Full time Puerto Rico		Yes
Eligibility Associate	Hector Tanco	HORNE	Full time Puerto Rico		Yes
Eligibility Associate	2 positions TBD		Full time Puerto Rico	2 Local Hires	Yes
Eligibility Associate	Stacey Weinek	HGA	Full time Puerto Rico		
Eligibility Associate	Scott Palmer	Capital Access	Full time Puerto Rico		
Eligibility Associate	1 position TBD		Full time Puerto Rico	Local Hire	Yes
Housing Management Lead	Jenna Abbey	HORNE	Full time Puerto Rico		Conversational Spanish
Housing Management PM	3 positions TBD		Full time Puerto Rico	3 Local Hires	Yes
Housing Management Associate	Arlene Mirabel	HORNE	Full time Puerto Rico	Local Hire	Yes
Housing Management Associate	9 positions TBD		Full time Puerto Rico		
Econ Dev Lead	1 position TBD		Full time Puerto Rico	Local Hire	Yes
Econ Dev PM	Ivana Harrington	HORNE	Full time Puerto Rico		Yes
Econ Dev PM	Keith Payne	Capital Access	Full time Puerto Rico		
Econ Dev Associate	Alex Lopez	HORNE	Full time Puerto Rico		Yes
Econ Dev Associate	Paul Ricker	Capital Access	Full time Puerto Rico		Yes
Econ Dev Associate	1 position TBD		Full time Puerto Rico	Local Hire	
Green Energy Lead	Liz Robinson	Capital Access	Full time Puerto Rico		Yes
Green Energy PM	Danica Adams	HORNE	Full time Puerto Rico		
Green Energy PM	1 position TBD		Full time Puerto Rico	Local Hire	Yes
Green Energy Associate	Walter Yablozski	Capital Access	Full time Puerto Rico		
Green Energy Associate	2 positions TBD		Full time Puerto Rico	2 Local Hires	Yes
EHP Consultant	Jill Curry	HORNE	Full time Puerto Rico		Yes
EHP PM	1 position TBD		Full time Puerto Rico	Local Hire	Yes
EHP Associate	1 position TBD		Full time Puerto Rico	Local Hire	Yes
EHP Associate	Candice Mahoney	HGA	Full time Puerto Rico		
428 Lead	Salim Laham	Hage Consulting	Full time Puerto Rico		Yes
428 PM	Mike Rice	HGA	Full time Puerto Rico		
428 Associate	1 position TBD		Full time Puerto Rico	Local Hire	Yes
S.3 and Fair Housing Lead	1 position TBD		Full time Puerto Rico	Local Hire	Yes
S.3 and Fair Housing PM	1 position TBD		Full time Puerto Rico	Local Hire	Yes
S.3 and Fair Housing Associate	2 positions TBD		Full time Puerto Rico	2 Local Hires	Yes
External Relations Lead	1 position TBD		Full time Puerto Rico	Local Hire	Yes
External Relations PM	1 position TBD		Full time Puerto Rico	Local Hire	Yes

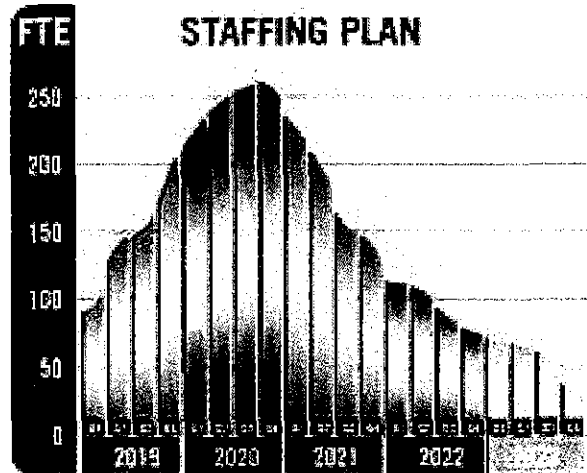
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POSITION	NAME	COMPANY	POSITION LOCATION	LOCAL HIRE	FLUENCY IN SPANISH
External Relations Associate	Gloryleen Cadanoa	HORNE	Full time Puerto Rico	Local Hire	Yes
Training Lead	Julye Jenkins	HORNE	Majority Puerto Rico		
Training PM	Bonnie Lafont	HGA	Full time Puerto Rico		
Training PM	Kent Buhl	Capital Access	Full time Puerto Rico		
Training PM	Jackie Lauden	Capital Access	Full time Puerto Rico		Yes
Training PM	Josh Northey	Capital Access	Full time Puerto Rico		
Training PM	5 positions TBD		Full time Puerto Rico	5 Local Hires	Yes
Training Associate	7 positions TBD		Full time Puerto Rico	7 Local Hires	Yes
IT Lead	Franciso Debera Ochoa	C2S	Full time Puerto Rico		Yes
IT PM	2 positions TBD		Full time Puerto Rico	2 Local Hires	Yes
IT Associate	3 positions TBD		Full time Puerto Rico	3 Local Hires	Yes
Senior Analyst	5 positions TBD		Full time Puerto Rico	5 Local Hires	Yes
Analyst Associate	15 positions TBD		Full time Puerto Rico	15 Local Hires	Yes

The HORNE team will remain flexible to your program demands. Our team will grow with your recovery effort, delivering staff immediately to support your program needs. Our team can reach max staffing levels as early as March 2019, but to maximize your grant resources, we plan to deploy staff in line with the program implementation timeline defined in your Master Plan.

We anticipate reaching max staffing levels in late 2020, at which point we expect to gradually decrease our team as PRDOH hires staff. Our staff augmentation strategy deploys team members with sufficient time to complete required training, develop program situational awareness, build stakeholder relationships, and position for success. Our S-Curve staffing model anticipates PRDOH to be fully staffed at the end of contract year 5. We will adjust the staffing approach to meet your hiring pace and we will dedicate training resources to ensure that your staff receives the attention and detailed instruction required to exceed HUD's expectations.



We support each team member with internal management and oversight structures to make sure PRDOH gets the best from every HORNE team member. Our team strives to develop people into the best version of themselves through structured performance advising, sponsorship and leadership coaching. Our leadership will routinely evaluate every team member, with the support of Canopy™ reporting, to confirm that each resource understands your expectations and adds value to PRDOH's mission.

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Developing Your Team

Hurricane María certainly won't be the last hurricane to impact Puerto Rico. Therefore, successful grant management must rely on local professionals trained by disaster recovery experts. In turn, these local professionals will lead Puerto Rico for generations to come.

The HORNE team's training philosophy emphasizes continual personal improvement everyday. Our training materials align with HUD CDBG-DR compliance requirements, and evolve to support ever changing program needs. Initially, our training material includes foundational grant-related content such as grant rules and requirements, procurement, timekeeping and payroll, eligible activities and costs, compliance requirements and the overall purpose of the CDBG-DR grants. Based on program requirements and implementation designs, our training materials pivot to address functional training needs to support program execution, job roles, Canopy™ utilization, and program standards.

The HORNE team uses Bridge, a web-based learning development platform, for managing our training content library and tracking user's progress through required training modules. We have foundational CDBG-DR training materials available in Bridge for Day 1 of the engagement. We will provide access to all stakeholders as directed by PRDOH. Our team of subject matter experts work closely with instructional designers and our training team to customize courses that are engaging and easy to understand. Trainings are designed to maximize the quality and impact on the audience and to help build the disaster recovery knowledge base in Puerto Rico.

OUR BRIDGE LEARNING LIBRARY:

- Affirmatively Furthering Fair Housing Act (AFFH)
- Uniform Relocation Assistance
- Davis-Bacon Act, Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act, and Fair Housing and Equal Opportunity Standards
- Financial Management
- Procurement
- Environmental Review Regulations
- Section 3 Economic Opportunities
- Requirements and Regulations required by HUD for the administration of the CDBG-DR program

In addition to our web-based training modules for foundational learning, our team will provide face-to-face training for subrecipients, vendors, stakeholders and PRDOH on program-specific topics. Program-specific trainings include subjects such as applying program guidelines, policies and procedures, cross-cutting regulations, outreach, intake, eligibility reviews, document keeping and data management, and duplication of benefits (DOB). We develop

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and conduct training for requirements around environmental review standards, invoicing, the Uniform Relocation Act, Buy American Act, Davis-Bacon Act and any other local or federal requirements that may be applicable to the implementation of the CDBG-DR program. Our training also stresses soft skills, such as customer service standards and managing difficult conversations.

Bilingual training is updated in real time — Our training team will update all training modules as changes occur throughout the life of the grant. To quickly adjust content and inform program stakeholders, HORNE will utilize Bridge to roll-out policy changes to staff, implementation partners, subrecipients or vendors. Bridge tracks each users access to vital trainings and confirms that all stakeholders have completed required training on program changes. PRDOH has prioritized the delivery of the R3 program. This program depends on a lot of staff and the support of municipios providing intake functions. Bridge supports real time roll-out of training and policy updates and ensures that every participating member – from municipio staff to vendor staff – are always implementing on the same page.

IN SOUTH CAROLINA, HORNE DEVELOPED A CONTRACTOR TRAINING PROGRAM TO IMPROVE SECTION 3 COMPLIANCE. OVER 40 CONTRACTORS ATTENDED THE CERTIFICATION PRIOR TO PARTICIPATING IN THE CDBG-DR HOUSING RECOVERY PROGRAM. THE TRAINING EDUCATED CONTRACTORS ON APPLICABLE LABOR STANDARDS AND PROVIDED CONTRACTORS WITH TEMPLATES TO TRACK THEIR COMPLIANCE EFFORTS.

Proactive training delivered on demand - As part of our oversight and monitoring activities, we will identify program risk areas that require additional training to improve results. Quality training mitigates risks and enhances program delivery by focusing on the details that matter. Content may include specialized training focused on important eligibility distinctions, recent policy changes or areas where there has been public uncertainty.

Controlling Costs to Maximize Your Impact

Each dollar saved on administrative and project delivery costs results in another dollar invested directly in Puerto Rico's recovery, so cost controls start with HORNE's contract and will affect all vendors PRDOH employs.

- **We offer PRDOH our lowest ever open-market rates for skilled, experienced professional services providers.** Our proposed hourly rates are significantly below our GSA and hourly rate structure currently earned across the United States for the same quality of service.

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- **We deliver on-demand resources, so you only pay for staff that are contributing to your success.** Effective cost management is the process of implementing effective strategies, providing the right resources, and ensuring process discipline to enable the highest level of productivity, reliability and quality at the lowest possible costs. Since your programs will start throughout the next year, HORNE will anticipate resource demands, deploy the country's best disaster recovery talent and build capacity in line with program demands. Our staff augmentation strategy provides you with the exact resources you need, right when you need it.
- **Canopy™ is proven to achieve operational efficiencies for its users. Canopy™ enables each person to do more with less.** Our powerful workflows and customized disaster recovery reporting direct each team member on how to make progress and maximize their time every day. Our technology tools are proven to reduce our costs by accelerating processes and reducing waste.

IN NEW YORK, THE GOVERNOR'S OFFICE OF STORM RECOVERY RELIED ON CANOPY™ TO REDUCE CASE MANAGEMENT EXPENSES. HORNE'S GRANT MANAGEMENT SYSTEM DRAMATICALLY IMPROVED APPLICANT ELIGIBILITY AND CLOSEOUTS WHILE INCREASING THE CASE MANAGEMENT SERVICE RATIO FROM 75 APPLICANTS PER CASE WORKER TO 250 APPLICANTS PER CASE WORKER. THE RESULTS SAVED NEW YORK MILLIONS IN CASE MANAGEMENT COSTS.

- **We will work with PRDOH to develop global cost saving-strategies that ensure you pay for results, not efforts.** We will establish aggressive, yet attainable operational and financial performance goals and monitor performance against those expectations. We will compare similar services across programs to share best practices and maximize all partners' outputs. We will structure vendor procurements to pay for deliverables and minimize PRDOH's program performance risk.

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**Manage Stakeholder/
Public Expectations****COMMUNICATING FOR
MUTUAL UNDERSTANDING**

The HORNE team understands the importance of managing expectations for program stakeholders and the public. We approach this as an opportunity to convey program goals, benefits, and accomplishments. Many programs fail to generate positive publicity early on, only to find themselves in a cycle of reaction to negative public sentiment. A successful communications approach really comes down to understanding what people want and making sure we clearly communicate what your programs will deliver.

We will define a communication plan for each stakeholder and tailor communications based on their needs. Our team has invested time and resources in understanding the programs proposed in the Action Plan, the public's feedback to those programs, and the stakeholders engaged. We are positioned to anticipate communication needs and will develop successful strategies to inform the public and promote your success. We will represent PRDOH with excellence, confidence and consistency. We have invested in learning your recovery ambitions, the Island's stakeholders, the vendors providing recovery services, and the many non-profits that provided immediate assistance after Hurricane María. Our local insight will represent PRDOH's vision with situational awareness and accuracy.

Our team includes San Juan-based WD Group to support PRDOH's external relations and marketing efforts. Your message to the public must be consistent and easy to understand, and WD Group has years of experience supporting government agencies in Puerto Rico with communicating their most challenging initiatives.

Currently, there are 27 transformative programs within the PRDOH CDBG-DR portfolio. While complete and comprehensive in addressing Puerto Rico's recovery needs, these programs can be complex and confusing to the general public, elected officials and stakeholder groups – all trying to navigate other recovery programs from FEMA, SBA, USDA, etc. To manage the narrative of PRDOH's 27 distinct programs, we anticipate weekly progress releases to local media outlets that encourage participation, identify program deadline, and celebrate milestone accomplishments. We will manage program communications to set public expectations for delivery, clearly explain who can participate and how, and regularly communicate successes.

In South Carolina, HORNE prepared a video with step-by-step instructions on completing an application for homeowner assistance. We launched a social media campaign using the video to improve program accessibility, set expectations and minimize confusion.

CLICK HERE TO LEARN MORE




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As an extension of PRDOH, we will focus day-to-day communication operations on setting short-term and long-term performance expectations, handling barriers to implementation and measuring the program’s success against your vision for Puerto Rico’s recovery. Program Managers and Leaders will establish weekly and monthly meetings to establish a consistent message for all internal operations, program roll outs, applicant interactions, policy initiatives, and external communication opportunities.

We will prepare all content for public releases, including web content and conferences, in accordance with PRDOH’s marketing standards. All public communication will be approved by PRDOH in advance. HORNE’s Canopy™ software will augment program media releases by providing real-time financial and performance reporting for each program.

We actively organize around providing seamless communication and representation – a fully integrated “One Team” relationship with PRDOH where we operate with loyalty and integrity. As your partner, we have consistently demonstrated our ability to communicate with local and federal stakeholders with discretion, responsibility and accuracy.



MEET YOUR
STRATEGIC COMMUNICATIONS EXPERT

Scott Keller

Scott has 30 years of experience leading teams at the federal, state, and local levels to successfully find solutions for some of government's biggest problems. Scott works around the nation in developing complex housing finance options and finding creative solutions for communities recovering from disasters.

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Deliver Programmatic Excellence

INNOVATIVE SOLUTIONS
FOR YOUR MOST DEMANDING
CHALLENGES

Successful recovery depends on the ability to compliantly execute with excellence and timeliness. We will rely on your Master Plan to define excellence for PRDOH, and the HORNE team will structure programs that exceed your expectations.

Our timelines on the following pages highlight your critical deliverables, and we will manage your stakeholders and vendors with accountability and transparency. We will crystalize expectations and communicate early so that subrecipients and vendors are not surprised by your expectations or the delivery timeline. Quarterly contracting reports, performance reports, monitoring reviews, financial reports (including budget reports and expenditure updates) will support program visibility to evaluate progress and compliance.

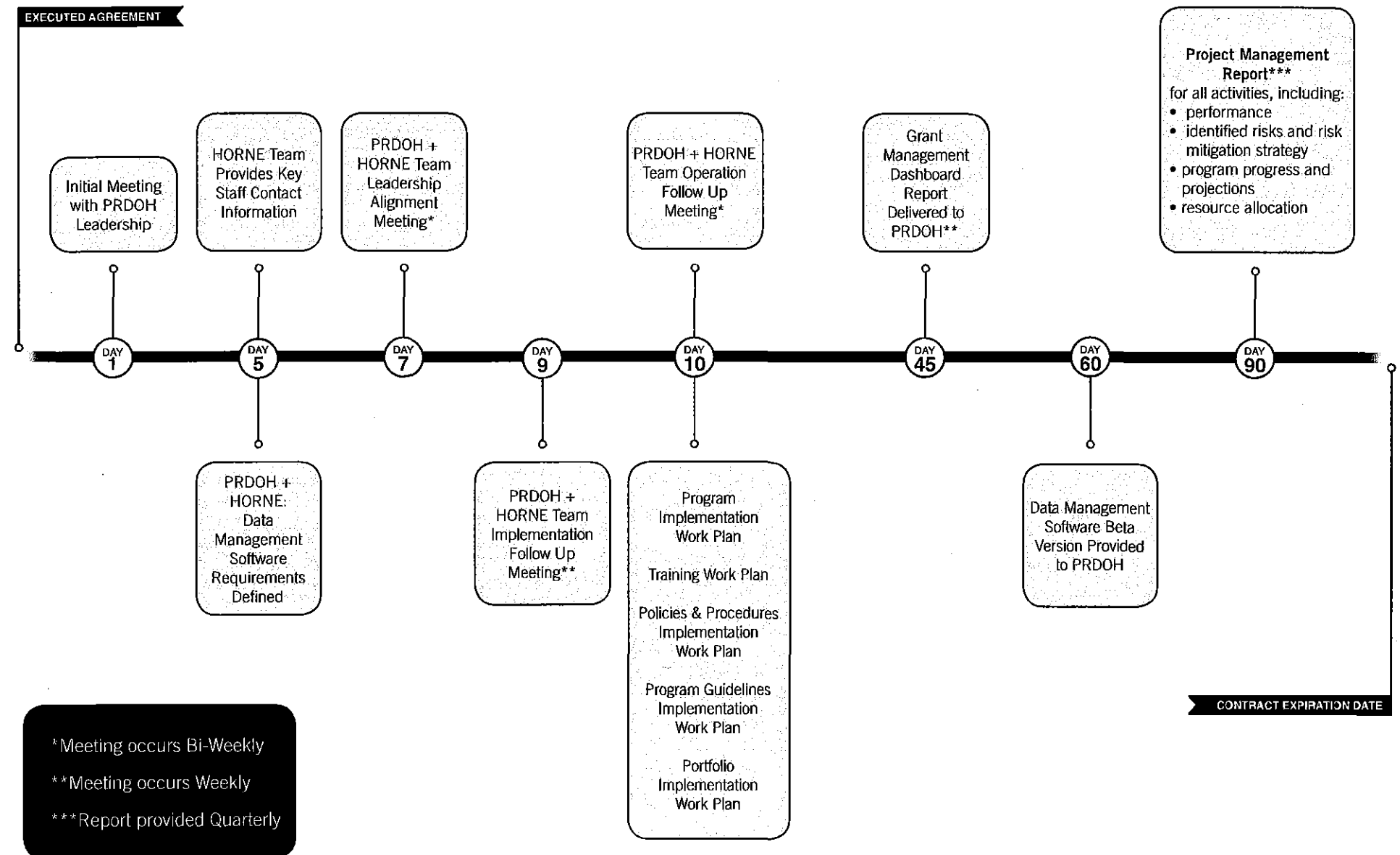
HORNE’s grant management timeline focuses on the activities that drive compliance and programmatic success. Our experts deploy their grant management toolbox, set the conditions for program success, manage results and report your successes.

GRANT MANAGEMENT TOOLBOX

Performance Standards	Key Performance Indicators	Capacity Assessment
QA/QC	Procurement Support	Financial Management Oversight
Invoice Review	Resilience Planning	Environmental Oversight
Construction Oversight	Appeals Adjudication	Innovative Solutions

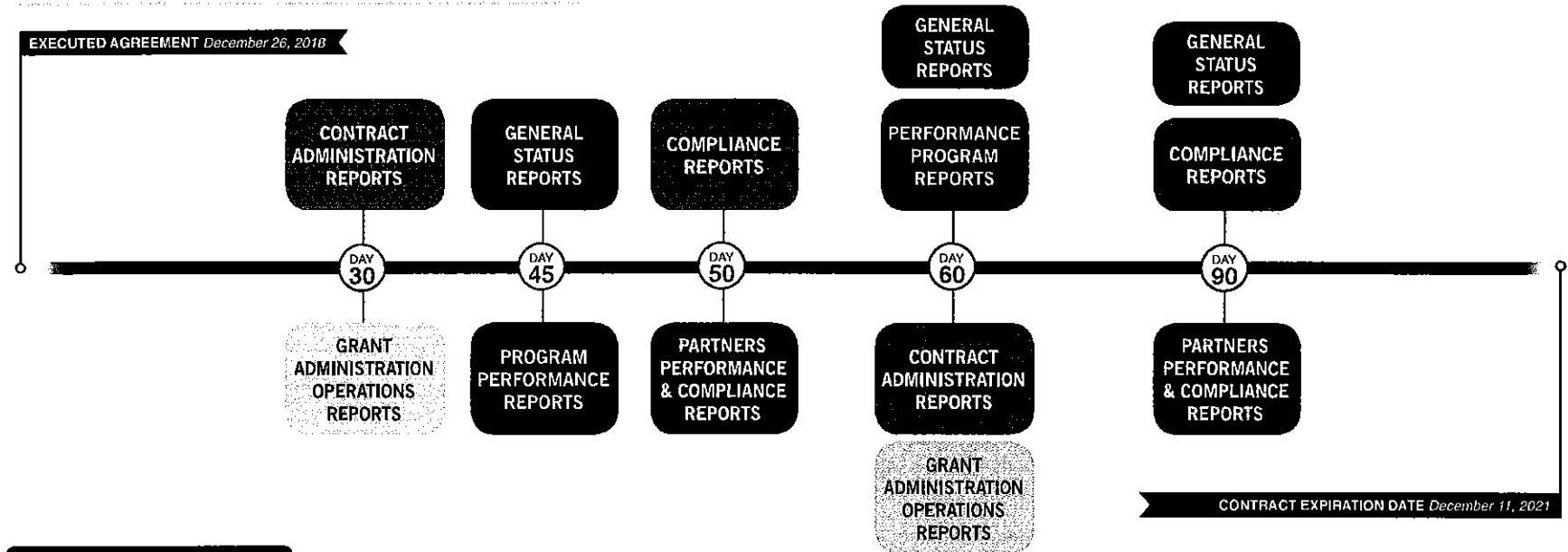
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CRITICAL DELIVERABLES: GRANT MANAGEMENT SERVICES TIMELINE



High level presentations and briefs provided continuously upon request of PRDOH

DELIVERABLES: REPORTING TIMELINE



- *Meeting occurs Bi-Weekly
- **Meeting occurs Weekly
- ***Report provided Quarterly

Six different types of reports will be provided to PRDOH on reoccurring frequencies. The following legend details the first date a specific report is provided and then the standard frequency thereafter when the report will be provided (i.e. monthly, quarterly, etc.).

GENERAL STATUS REPORTS	PROGRAM PERFORMANCE REPORTS** (All Program Performance Reports provided monthly)	COMPLIANCE REPORTS	PARTNERS PERFORMANCE & COMPLIANCE REPORTS	CONTRACT ADMINISTRATION REPORTS	GRANT ADMINISTRATION OPERATIONS REPORTS
DAY 45: <ul style="list-style-type: none"> • Templates Report Presentation for PRDOH DAY 60: <ul style="list-style-type: none"> • Housing Portfolio** • Economic Development Portfolio** • Planning Portfolio** • Grant Management** • Infrastructure Portfolio** • General Status Report Presentation** • Snap shot Data Report* • COR 3 Grant Management Status Report** DAY 90: <ul style="list-style-type: none"> • DRGR Reporting Submission*** 	DAY 45: <ul style="list-style-type: none"> • Templates Report Presentation to PRDOH DAY 60: <ul style="list-style-type: none"> • Whole Community Resilience Planning • Agency Planning Initiatives (GIS, Planning Integration) • Economic Recovery Planning • Home Resilience Innovation Competition • Home Repair, Reconstruction, or Relocation Program • Title Clearance Program • Rental Assistance Program • Mortgage Catch-Up Program • Social Interest Housing (Homeless, Domestic Violence) • Housing Counseling Program • CDBG-DR Gap to Low Income Housing Tax Credits (LIHTC) • Small Business Financing • Community Energy and Water Resilience Installations • Small Business Incubators & Accelerators • Workforce Training Program • Construction & Commercial Revolving Loan • Tourism & Business Marketing Program • Strategic Projects and Commercial Redevelopment • FEMA Coordination 	DAY 50: <ul style="list-style-type: none"> • Templates of Compliance Checklists Provided. DAY 90: <ul style="list-style-type: none"> • Compliance Grant Report*** • Report on Suspected or Identified Non-Compliance (Immediately provided to PRDOH upon identification of concern throughout contract period.) 	DAY 50: <ul style="list-style-type: none"> • Templates Report Presentation DAY 90: <ul style="list-style-type: none"> • Planning Board*** • Foundation of Puerto Rico*** • Department of Economic Development & Commerce*** • University of Puerto Rico*** • Housing Finance Authority*** 	DAY 30: <ul style="list-style-type: none"> • Templates Report Presentation DAY 60: <ul style="list-style-type: none"> • Compliance Grant Report*** • Procurement Report*** • Policy and Procedures Report*** • External Relations Report*** 	DAY 30: <ul style="list-style-type: none"> • Templates Report Presentation DAY 60: <ul style="list-style-type: none"> • IT Implementation Report** • Financial Grant Management Budget and Expenditures, with Activity-Level Breakdown** • Training Implementation Report**

Performance Standards

Performance standards set clear expectations for program delivery, including time, cost, scope, and quality. The HORNE Team will work with your stakeholders to agree to short term and long term performance standards that should align with your Master Plan. These agreed-upon performance expectations will be the foundation for accountability ensuring all stakeholders understand their critical role in the recovery’s success. Canopy™ will report on performance metrics and support predictive analytics to foresee performance challenges. Our program managers will use the insights to enhance training, technical assistance, monitoring, and program oversight.

Key Performance Indicators (KPI)

KPIs are the contractual result of agreed upon performance standards. Effective KPIs provide PRDOH with quantitative expectations for vendor and subrecipient performance. The HORNE team will work with PRDOH procurement to incorporate reasonable KPIs in all contracts. Our team will routinely review vendor and stakeholder performance against agreed upon KPIs, communicate shortcomings, and develop action plans for immediate correction.

MANAGING KPIs	
Measurement	Goal
Compare unit production activity to production goals Compare Construction completion to performance schedule	Schedule Adherence
Compare expenditures to budget and forecasts	Budget Adherence
Compare leverage ratios to maximum allowable project debt	Project Feasibility
Compare LMI participation to program goals Compare jobs created to project goals	National Objective Compliance
Compare applicant service timelines to customer service standards Compare QA/QC return rate to maximum acceptable return rate	Consistent Quality

Capacity Assessment

Determining your program participants’ ability to execute is the first critical mission to inform the project plan and performance metrics for the specific activity. HORNE will complete a capacity assessment for all program participants to identify strengths and opportunities for improved capacity. We will evaluate current capabilities, staffing needs, effective grant management processes, compliant financial management systems and sufficient data management

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tools. We will quickly identify gaps and provide knowledge and resources to ensure project delivery. The capacity assessment will inform relevant training needs for all program delivery partners.

Quality Assurance/Quality Control

The quality of work performed by your program participants is a key driver in program excellence. Several of PRDOH's programs will have thousands of applicants; therefore, program risks, such as duplication of benefits, eligibility, and verification of benefits, require robust QA/QC processes. Our team is ready from the outset to implement robust QA/QC services that confirm the work quality and accuracy of your subrecipients and stakeholders. We will identify program risks that necessitate QA/QC processes and review all deliverables prior to the subrecipient or vendor committing CDBG-DR resources. We will immediately return deficient work to the program participant for resolution. HORNE will develop standard operating procedures to support vendors and stakeholders with minimizing errors and understanding expectations.

HORNE will protect PRDOH from grant repayment, through innovative duplication of benefits (DOB) solutions, thorough stakeholder training, and rigorous QA/QC. The HORNE team has firsthand experience verifying benefits across multiple funding sources including FEMA, NFIP, SBA, Department of Agriculture (USDA), Department of Defense (DOD), the U.S. Army Corps of Engineers (USACE), Department of Labor (DOL), other HUD programs, private insurance and charitable assistance. This experience spans multiple grantees and various activity types.

HORNE will structure DOB policies and procedures to comply with HUD's DOB guidance and anticipate implementation challenges to ensure timely program delivery. We will train vendors and subrecipients to properly apply our procedures and collect appropriate supporting documentation.

Procurement Support

PRDOH and its subrecipients must enter into a diverse range of contractual agreements given the CDBG-DR program of this magnitude. Consequently, PRDOH will inevitably be faced with complex contractual scenarios that will require deep expertise to resolve. Complying with federal procurement regulations can be difficult and time consuming, but the ramifications of non-compliance are often financially catastrophic. The HORNE team has interfaced with every contract type and billing mechanism, as well as their respective advantages and drawbacks.

**THE HORNE TEAM HAS PERFORMED
MORE THAN 75,000 DOB VERIFICATIONS
ACROSS MULTIPLE CDBG-DR PROGRAMS.**

**HORNE REVIEWED 100% OF PROGRAM
CONTRACTS FOR COMPLIANCE FOR A \$100
MILLION DISASTER RECOVERY PROJECT
IN NEW YORK AFTER HURRICANE SANDY
AND \$5.5 BILLION CDBG-DR PORTFOLIO
IN MISSISSIPPI AFTER HURRICANE
KATRINA. TO DATE, FEDERAL OVERSIGHT
AUTHORITIES HAVE ISSUED ZERO
PROCUREMENT CONCERNS OR FINDINGS.**

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HORNE'S PROCUREMENT EXPERTS SUMMARIZED THE OFFICE OF INSPECTOR GENERAL (OIG) ENTIRE BODY OF FEDERAL PROCUREMENT FINDINGS SINCE 2013, CATALOGUING OPINIONS TO IDENTIFY COMMON FAILURES AND TRENDS. "NAVIGATING THE MINEFIELD" WAS PUBLISHED BY OUR EXPERTS TO CALL ATTENTION TO THE MOST COMMON FINDINGS AND PROVIDING THE PROACTIVE TOOLS NECESSARY TO ENHANCE OUR CLIENTS' PROCUREMENT COMPLIANCE.

Navigating the Minefield
A Comprehensive Review of OIG Procurement Findings in FEMA-Funded Grant Programs

Our team will provide 100% QA/QC of your subrecipient's procurement activities through each phase of the procurement cycle - from development of specifications all the way through to contract execution.

HORNE's Procurement Management Strategy

- Step 1:** Identify procurement activities timelines that aligns with program objectives
- Step 2:** Training purchasing authorities on PRDOH's CDBG-DR Procurement Manual and implement standard operating procedures for proactive pre-monitoring of all solicitations.
- Step 3:** Prior to publication, review solicitation draft packages for inclusion of all CDBG-DR requirements and exclusion of prohibited terms. Confirm content meets all local and federal requirements, including cross-cutting regulations of multiple disaster recovery grant programs.
- Step 4:** Review scopes of work
- Step 5:** Assess cost reasonableness approach and results
- Step 6:** Track solicitation schedule and procurement activities
- Step 7:** Ensure that contracts and agreements include all applicable federal and local laws and regulations (i.e. 2 CFR 200, Appendix A).
- Step 8:** Upon award, train procured vendor on contractual and program requirements including record-keeping.

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Financial Management Oversight

Managing CDBG-DR funds can be very complex, even more so given the unprecedented funding granted to PRDOH and the number of programs to be implemented in the recovery effort. Like procurement, the compliant financial management of your multi-billion dollar portfolio will be a key factor evaluated routinely to gauge Puerto Rico's success. Focus will be placed on two key elements: appropriate expenditures and intended beneficiaries. HORNE will provide strong internal controls to create accountability, ensure compliant grant expenditures, and maximize federal funding opportunities.



THE FINANCIAL MANAGEMENT SYSTEM MUST ACCOMPLISH THE FOLLOWING:

- Establish effective internal controls over all funds, property and other assets;
- Identify the source and application of funds including verification of eligibility, allowability, cost reasonableness, and allocability;
- Verify if any restrictions or prohibitions apply to the federal funds received;
- Track funding in a manner that allows for accurate, complete and timely disclosure of financial results in accordance with reporting requirements; and
- Ensure timely distribution of funds.

Strong internal controls in the financial management system are critical to create accountability and ensure that funds are spent appropriately and that funds reach the intended beneficiary in the most efficient manner possible. Our team works with PRDOH staff to evaluate the current financial management processes to verify compliance with all applicable regulations.

FINANCIAL POLICIES AND PROCEDURES VERIFICATION

- ✓ Adequate segregation of duties exists regarding financial transactions,
- ✓ Separate accounts are established to track budgets and expenditures for CDBG-DR activities as required by HUD to ensure funds are not comingled with non-CDBG-DR funds,
- ✓ Signature authority thresholds and personnel have been identified,
- ✓ Standards for source documentation have been established, and
- ✓ Periodic reconciliations are required between Puerto Rico's accounting system, DRGR and the identified system of record throughout the life of the program.

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**MEET YOUR
SENIOR FINANCIAL CONSULTANT:**

Jeremy Newberg

Jeremy is trained as a banker and skilled in financial analysis, business planning and HUD grants management. A HUD Technical Assistance Provider since 2000, Jeremy has a multi-decade track record of aligning community needs with client-centered program design and operations that comply with HUD requirements.

In addition to the internal controls established over financial transactions, budgetary controls must be in place to ensure responsible and accountable use of grant funds. HORNE will work with subrecipients and vendors to establish budgetary controls that forecast future funding surpluses or deficits for each program. Our financial experts have standardized a CDBG-DR process for comparing actual versus planned obligations and expenditures. Our insights quickly identify potential risks to the program so resolutions are quickly implemented. Accurate budget forecasts enable PRDOH to reprogram grant dollars for maximum impact in Puerto Rico.

We will establish standards for allocating project costs and properly classifying program administration costs. HORNE will help PRDOH and subrecipients maximize their administrative dollars to ensure adequate funding exists to service long term program needs.

HORNE will seek opportunities to maximize federal funding through its intimate understanding of your programs and additional funding opportunities. PRDOH has intentionally collaborated with COR3 and FEMA on a billion-dollar project portfolio. These activities will necessitate that PRDOH deploys reliable experts to execute federal match procedures and effectively navigate FEMA's bureaucratic framework. The HORNE team will provide PRDOH the skilled personnel and high-level support in Washington to write a new playbook for how match is done. HORNE will help PRDOH pioneer these processes and set a new precedent for efficient recovery and the blending of federal funding streams to optimize programs and shorten the recovery timelines.

Puerto Rico's \$8.3 billion mitigation fund has tremendous potential but also presents financial challenges. Since HUD has never before granted funds with these parameters, every dollar must be managed by a team of financial experts who have deep knowledge of both CDBG-DR and accounting regulations. HORNE will ensure proposer management of the mitigation funds and will work with HUD to decipher new regulations. When managed correctly, HORNE expects every dollar spent under the CDBG-

AFTER HURRICANE KATRINA, HORNE HELPED MDA TO RECLASSIFY PROGRAM EXPENDITURES. OUR EFFORTS IDENTIFIED \$46 MILLION IN ELIGIBLE, BUT IMPROPERLY CLASSIFIED CDBG-DR EXPENDITURES. MDA WAS NEARING ITS 5% PROGRAM ADMINISTRATION CAP, SO HORNE'S WORK EXTENDED THEIR TEAM AND PREVENTED THEM FROM HAVING TO FUND ADMINISTRATIVE COSTS FROM NON-FEDERAL SOURCES.

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DR mitigation grant to contribute to hazard mitigation global match percentages, which ultimately reduces the need for Puerto Rico financial resources.

Invoice Review

Invoice review is one of the most critical roles in grant management. This function is integral to the overall financial integrity of your programs. As a Certified Public Accounting (CPA) firm, HORNE is uniquely positioned to support PRDOH as it executes funding requests.

Whether a funding request comes from a subrecipient or vendor, HORNE will review, process, and track pay requests based on standard operating procedures. Canopy™ assists users with submitting required invoice documentation and electronic invoice submission. Our team will evaluate each invoice for eligible expenditures, budget authority, supporting documentation, and contractual compliance. Canopy™ enhances our ability to rapidly pay vendors and subrecipients. Our team will consistently review and recommend payment in less than three business days.

CANOPY™ INVOICING MODULE

- Requestor information, project information, current funding information (by activity) and cumulative funding information
- Summary support worksheet that summarizes costs/expenses included in the funding request by provider name, activity, budget line, invoice number, invoice amount, federal share (i.e., CDBG-DR eligible portion), match share (if applicable), etc.
- Sufficient, appropriate documentation to fully support the request
- Certification by the entity's authorized agent that the funding request is eligible, allowable, reasonable and allocable as well as certifying the integrity of the supporting documents.

Subrecipients commonly request an indirect cost allocation. In these cases, our team will recalculate the allocations and make sure the allocation procedure is allowable and consistent with the related subrecipient agreement. We carefully analyze reimbursement requests that include internal staff costs for proper allocation between program administration costs and activity delivery costs to ensure compliance with the Office of Community and Planning Development (CPD) Notice #13-07.

CLIENT HIGHLIGHT

HORNE'S OVERSIGHT OF MDA'S LTWH PROGRAM

- ✓ 10 years' support and ZERO FINDINGS
- ✓ Tens of thousands of invoices processed, tracked and validated
- ✓ 41 different subrecipients
- ✓ ZERO RECAPTURE

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Resilience Planning

We believe Puerto Rico is poised to transform the way that disaster recovery is done. The HORNE team understands the value of using CDBG-DR funds to not only help Puerto Rico recover, but to incorporate preparedness and mitigation measures at every opportunity. This undertaking means hardening buildings, relocating people out of high-risk zones, resolving vulnerabilities around energy, water, and food security, and incorporating continuity of operations measures to ensure businesses can get up and running quickly.

PRDOH and the HORNE team will develop and launch CDBG-DR programs that institutionalize resilience across all sectors, including social/cultural, economic, health and environment, housing and infrastructure. We will work with you to identify and implement mitigation measures across the full portfolio and throughout the entire recovery process. This will start with the programs in the initial Action Plan and build towards the anticipated \$8.285 billion in CDBG-DR mitigation funding.

Our team has designed, developed and implemented CDBG-DR programs including mitigation measures of different types (i.e. elevation, historic preservation, coastal high hazard design [in accordance with 44 CFR 60.3(e)], wetland protection measures, wild and scenic river and bank protection, noise attenuation design, hazardous material mitigation [such as asbestos, mold, and lead-based paint] and protection of endangered species and critical habitats). Our team is also comprised of resilience practitioners who have helped agencies and communities around the country design and implement projects and programs that reduce risk while maximizing multiple benefits, such as creating economic development opportunities, creating community spaces and incentivizing neighborhood revitalization.

AFTER HURRICANES IKE AND DOLLY DEVASTATED GALVESTON COUNTY, TEXAS IN 2008, HORNE WAS HIRED TO IMPLEMENT RESILIENT AND INNOVATIVE HOUSING SOLUTIONS. THOSE STRATEGIES WERE PUT TO THE TEST IN 2017 WHEN CATEGORY 4 HURRICANE HARVEY MADE LANDFALL. OUR WORK WAS AN OVERWHELMING SUCCESS WHEN THE COUNTY REMAINED LARGELY UNSCATHED.



MEET YOUR SENIOR PROGRAM MANAGER:

Seth Magden

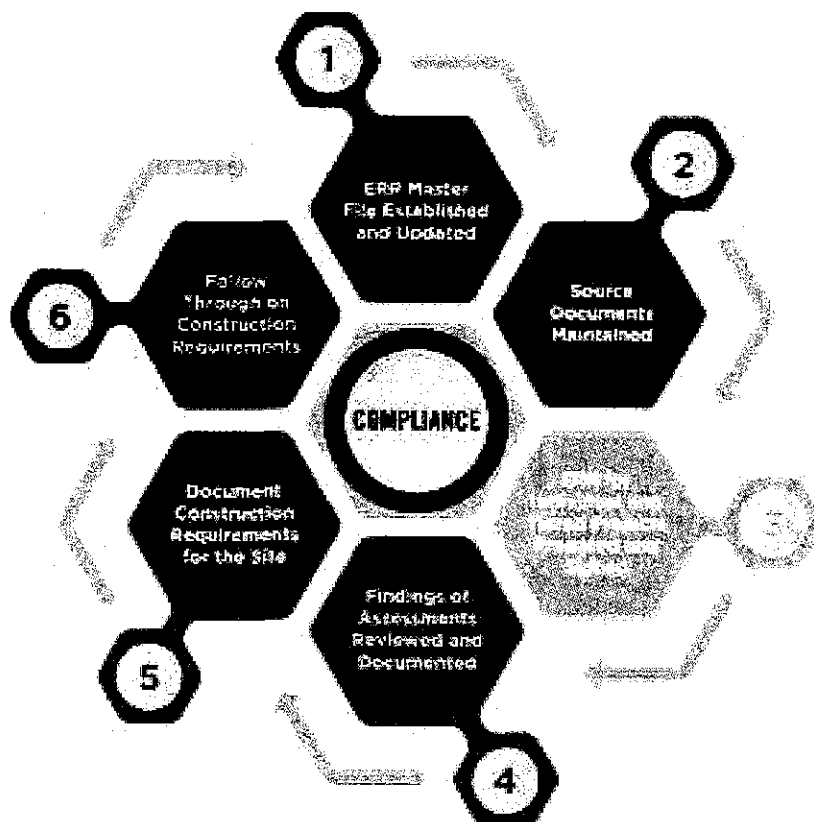
Seth has over ten years of experience planning and implementing infrastructure and economic development programs. He develops innovative strategies designed to revitalize and strengthen communities affected by disaster. Seth is conversational in speaking and writing Spanish.

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Environmental Oversight

All projects that receive program funds are required to comply with the Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities, as outlined in 24 CFR Part 58. The HORNE team provides PRDOH a team of environmental professionals with the knowledge and experience to ensure that all environmental review requirements, both local and federal, are met for every project. We share our knowledge through focused training and ongoing assistance to those performing project specific environmental reviews to ensure consistent and well-informed environmental decisions.

The HORNE team includes professional staff with environmental qualifications for all HUD-required topics. Our Secretary of Interior-qualified architectural historian and archaeologist is available to monitor all historic projects. Members of our team are experienced in NEPA and ASTM Phase I and II investigations and are qualified to oversee and verify those required projects. Our engineering staff will oversee all the NEPA required topics for environmental assessments to ensure follow-through and proper completion. Our team will collaborate with PRDOH's environmental leadership on all required environmental assessments and maximize opportunities to streamline processes and prevent any unnecessary delays.



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The HORNE team employs a comprehensive systematic approach to environmental compliance based on meeting the specific requirements of HUD's audit program in accordance with the regulations at 24 CFR Part 58. Our six-point compliance verification system ensures that every PRDOH project remains in compliance from inception through closeout. We have prepared a review program that is encompassing and convenient for PRDOH. This will not be a one-time review, but continuous. When HUD comes to audit, they will find a properly maintained and operating Program that will pass their audit requirements.

**THE HORNE TEAM HAS COMPLETED
MORE THAN 25,000 HUD-APPROVED
ENVIRONMENTAL REVIEWS.**

Some common HUD findings include missing/ineffectual mitigation measures, inaccurate site identification and failure to verify mitigation prior to project completion. To avoid these common hazards, it has been our practice to coordinate with the regulatory agencies and program staff to develop standardized mitigation measures combined with dynamic review templates that encourage proper use when applicable; to implement a multi-step site location verification protocol; and to provide adverse effect mitigation support and ensuring that environmental permits are properly addressed with the corresponding regulatory agencies (e.g. EQB, EPA, etc.). We will work with PRDOH staff to develop similar preventive measures to safeguard against noncompliance.

Our approach to environmental compliance is both encompassing and convenient for PRDOH. These procedures complement the monitoring policies and procedures and reduce the likelihood of monitoring or audit findings.

Construction Oversight

The HORNE team brings you deep local expertise in construction management across the residential, multifamily, commercial, transportation and institutional sectors. Our construction management experience in Puerto Rico includes oversight of homes, condominiums, apartment complexes, office buildings, highways, streets, roads, mass transit, bridges, water supply/filtration, schools, hospitals, sports facilities and buildings for public use.

Our team's varied involvement has provided us with the knowledge and expertise to oversee and manage any CDBG-DR project from conception to completion. Given the complexity anticipated within your CDBG-DR-funded construction projects, the dual expertise of Puerto Rican construction management and CDBG-DR compliance will be fundamental to achieving excellence.



**MEET YOUR
PROGRAM MANAGER ASSISTANT:**

Katia González-Torres


Katia has 11 years of experience in the design and construction industry. She provides project management, contract administration, and project control services to complex projects valued in excess of \$1.2 billion. Katia is fluent in speaking and writing Spanish.

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Given our intimate knowledge in both disciplines, learning curves are alleviated and schedule adherence is maintained. Within the first 30 days, our local construction management team will work with your program participants to identify, manage and implement construction standards that adhere to local requirements and the variety of building standards established by oversight authorities. Our oversight will ensure that construction activities apply the most recently approved code standards and regulations; incorporate site studies including environmental, archeological, engineering, etc.; and coordinate with municipalities, local permitting authorities (OGPe, EQB, PREPA, PRASA, PRHTA, JRT, ICP, etc.) and federal regulatory entities (EPA, USACE, FTA, FHWA, FAA, SHPO, etc.) to ensure that all work is designed and executed in compliance with PRDOH's expectations. In addition to Puerto Rican local construction standards we will incorporate the federal requirements.

OUR CONSTRUCTION STANDARDS


We will work with subrecipients, program managers and builders to customize and implement construction standards that address local circumstances and the variety of building standards established by oversight authorities. Our construction standards will incorporate:




**HUD
Green Building
Checklist**




**HUD Housing
Quality
Standards**




**Local and
Federal
Minimum Wages**




**Davis Bacon Act
compliance,
where applicable**




**OSHA, EPA and
local safety
enforcement**




**The strictest of
national and local
code compliance**



**Informal/
non-permitted
construction
considerations**



**Federal and local
permitting and
zoning regulations**



**Resilient
construction for
severe weather,
landslides and
earthquakes**

Our oversight ensures the adherence to federal and local requirements are met. While compliance is a key value driver, our ability to manage local requirements and knowledge of processes facilitate the delivery of your projects according to program schedules and expectations.

Throughout the different development stages of projects, the HORNE team maintains continuous coordination with local and federal permitting agencies to ensure that all permit requirements for the different activities are completed. We ensure that all design work considers permitting requirements for projects and that all necessary studies are properly performed. During construction, we ensure that all permits are acquired and permitting requirements are met. We will coordinate with permitting agencies to confirm that contractors close all permits prior to project closeout.

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The HORNE team will work with builders to ensure that projects comply with OSHA. As part of our services to PRDOH, we provide a Safety expert to oversee safety plans for all construction projects, both small and large. Contractors will submit safety plans for review and approval prior to project initiation. Some construction projects will be required to have safety officers at project sites. These safety officers will attend periodic project meetings with stakeholders to discuss health and safety matters. Reports on safety will be required from each contractor in their invoices to PRDOH. HORNE will document any health and safety violation and apply enforcement actions in line with the contract terms.

Appeals Adjudication

Claims, appeals and resolution procedures are a major focus of the Office of the Inspector General (OIG). As indicated in the Puerto Rico Disaster Recovery Action Plan, PRDOH must develop an appeals process that allows program applicants to appeal program decisions. HORNE will establish an applicant-centered process to ensure appeals and claims are acknowledged within 24 hours of receipt and addressed quickly and fairly.

Canopy™ will support claim submissions and track issues resolution. PRDOH will have real-time access to the status of any claim or appeal. HORNE will assess all complaints for programmatic impact and urgency and proceed through the escalation and resolution process.

Claims and appeals will be analyzed to identify any trends that could indicate areas of concern, such as multiple complaints in relation to a single employee, in a single region or regarding particular program requirements or policies. Any such possible trends will be disclosed to PRDOH, along with the recommended course of action for resolving them.

IN NEW YORK, GOSR USED THE HORNE TEAM AND CANOPY™ TO CREATE APPEALS PACKAGES FOR ADJUDICATION BY THE GOSR APPEALS BOARD. WE STREAMLINED APPEAL REVIEW BY STANDARDIZING APPEAL PACKAGES, VALIDATING SUPPORTING DOCUMENTATION, AND RECOMMENDING A COURSE OF ACTION.

Innovative Solutions

The HORNE team is composed of a broad collection of disaster recovery experts with extensive histories deploying successful CDBG-DR programs. Our experience enhances our perspective and ability to think outside the box for innovative solutions for your most demanding challenges.


We serve our clients with a “what if” mindset, which means we explore opportunities to deliver results that alter the disaster recovery framework and expedite transformative services. We explore and nurture innovation through our knowledge of regulations, constantly educating ourselves on process and technology advancements, and asking ourselves “why” and “why not.” This means questioning whether a policy or procedure is based on a regulatory requirement or is simply built on habit.

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HORNE's Disaster Recovery Innovations

- In 2016, HORNE deployed Canopy™ in South Carolina to collect housing applications online and by a mobile device. HORNE was the first, and to date only, disaster recovery provider to successfully implement a comprehensive web and mobile intake application.
- HORNE is the only provider to offer applicants the ability to verify their program status online and upload missing information.
- Our Bridge learning environment enable grantees to rapidly update participants and synchronize compliance and implementation practices.
- On multiple occasions, the OIG, GAO, and HUD recognized Canopy™ for document management best practices.
- HUD relies on the HORNE team to innovate around increasingly complex Stafford Act compliance challenges.

The HORNE team has a storied history of groundbreaking innovations that improved compliance and enhanced citizen services. We expect our team and PRDOH to continue pushing the boundaries for what is possible and taking every opportunity to make disaster recovery program faster, more impactful, and more accessible.



**MEET YOUR
DISASTER RECOVERY FINANCE AND COMPLIANCE EXPERT:**

Jonathan Krebs

Jonathan collaborates with government agencies to bring innovative solutions in order to design and implement federally funded programs to recover from some of the country's most devastating natural disasters. As a nationally recognized expert in disaster recovery finance and compliance, he assists officials with maximizing their funding opportunities, integrating compliance with operations, and embedding transparency and fiscal stewardship.

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Monitor For Your Success**ACCOUNTABILITY
FOR COMPLIANCE AND RESULTS**

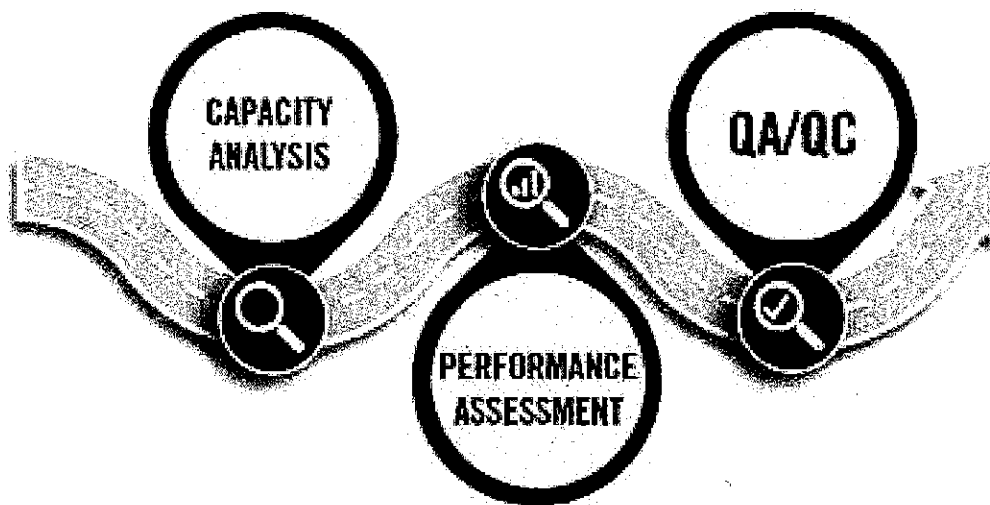
The HORNE Team commits to PRDOH's vision for financial transparency and expectation of fiscal stewardship, and we understand your responsibility to ensure HUD-compliant CDBG-DR programs. To achieve this, we employ a comprehensive, 5-step monitoring process to carry out your Master Plan.

Step 1: Conduct Capacity Assessment

We will perform a capacity assessment for each municipality, partner, subrecipient, subgrantee, contractor and manager to effectively respond to and manage recovery efforts in full compliance with all applicable laws, regulations and policies. The capacity assessment will consist of evaluating the financial and execution capacity and other key elements that PRDOH depends on to successfully execute the Master Plan including:

- Proper procurement practices - Identify the current risks relative to contracts and service agreements that are being used in response to Hurricane María – both contracts in place prior to the storm and those executed in its wake; and
- Effective financial management systems - Review financial management systems and determine if controls are in place to properly account for and track CDBG-DR funding in accordance with program requirements.

Our capacity assessments will identify training gaps, procurement needs, financial control requirements and implementation strategy concerns. Our monitoring team will work with our program managers to assist your partners and vendors to boost capacity and improve controls that ensure long-term success.



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Step 2: Perform Risk Assessment

The HORNE team will perform a desktop risk assessment using risk analysis templates and monitoring checklists tailored for the PRDOH portfolio of programs. We will identify risk factors associated with eligible activities and determine ways to eliminate or manage the risk. Potential risk factors include project activity type, capacity assessment results, geographic isolation, compliance history and grant size, among others. As part of our risk evaluation, we develop risk scenarios, identify and measure the potential consequences, estimate the risk frequency and assess the risk control actions. Our risk evaluation establishes the right-size monitoring approach for the frequency and focus of onsite monitoring reviews and technical assistance.

Our monitors will confirm that all municipalities, partners, subrecipients, subgrantees, contractors and managers are:

- Completing their project scope in accordance with their contract or subrecipient agreement
- Complying with CDBG-DR, HUD, and other applicable federal and local rules and regulations
- Executing their scope on schedule and within budget
- Procuring supportive services in accordance with 2 CFR 200 and HUD compliance requirements
- Demonstrating appropriate financial controls that minimize fraud, waste and abuse

Step 3: Execute Onsite Monitoring

The HORNE team will work in conjunction with your partners to provide on-site monitoring that identifies each program's strengths and opportunities for improvement.

Our monitoring strategy will emphasize execution accuracy compared to the Master Plan and PRDOH's Policies and Procedures.



ON-SITE MONITORING INCLUDES:

- Notifying the monitored entity of the upcoming on-site visit
- Outlining the monitoring scope
- Conducting on-site monitoring
- Identifying deficiencies, if any
- Evaluating compliance
- Establishing corrective actions
- Issuing the monitoring report to PRDOH



**MEET YOUR
SENIOR COMPLIANCE CONSULTANT:**

Monica Mota

Monica has over 20 years of experience collaborating with governmental, non-profit and civic organizations in the United States, Latin America and the Caribbean to build safer, more sustainable communities. She is focused and passionate about serving states and municipalities in support of their whole-community recovery. Monica is fluent in speaking and writing in Spanish.

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Step 4: Deliver Results

The HORNE team will issue a final report which contains a determination of compliance, findings, observations and recommended corrective or remedial actions. In addition to monitoring for non-compliance, our monitoring efforts will include a review of controls for fraud, waste and abuse. We will document project accomplishments identified during monitoring and publish best practices for other recovery partners to benefit from the lessons learned.

Open, clear and consistent communication with stakeholders is critical to the success of the disaster recovery effort. Our monitoring approach emphasizes positive feedback on what these entities have done well in addition to pointing out areas for improvement. Opportunities for dialogue with these entities are built into our processes to develop a better understanding of their perspectives and to identify and resolve points of miscommunication or misunderstanding.

AS THE EYES AND EARS FOR THE MISSISSIPPI DEVELOPMENT AUTHORITY (MDA) AFTER HURRICANE KATRINA, THE HORNE TEAM MONITORED THEIR \$5.5 BILLION GRANT FOR CDBG-DR DISASTER RECOVERY. MDA ENTRUSTED HORNE WITH MONITORING AND COMPLIANCE OVERSIGHT OF 165 SUBRECIPIENTS TO ENSURE ALL MET NATIONAL OBJECTIVES, EXPENDED FEDERAL FUNDING ON ELIGIBLE ACTIVITIES AND PERFORMED KEY DELIVERABLES.

Step 5: Maintain Accountability

Our monitoring team will measure the success of all recovery partners by tracking key performance indicators based on contractual requirements, confirming progress of onsite visits, evaluating adherence to project schedules, analyzing completion feasibility, and testing financial controls established for the prevention of fraud, waste and abuse.



MEET YOUR COMPLIANCE CONSULTANT ASSISTANT:

Ángel R. Pérez-Amador

Ángel is a professional civil engineer with over 8 years of experience in construction management, monitoring, auditing, and inspection services. He specializes in project controls and technical analysis for major infrastructure projects. Ángel is fluent in speaking and writing Spanish.

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**Mitigate
Risks****PURSUING YOUR VISION
ACTIONABLE SOLUTIONS**

There are many risks involved in a program of this magnitude. How these risks are planned for and mitigated ultimately determines the program's overall success. The HORNE team's approach to risk mitigation includes a process of developing options and actions to enhance recovery activities and reduce threats to program goals. Our strategy includes tracking identified risks, identifying new risks and deploying remediation techniques immediately to ensure program delivery is not jeopardized.

Our experts leverage best practice tools for your protection. The compliance analysts will develop monitoring metrics and risk mitigation plans to ensure successful program delivery. A key best practice is to perform risk assessments for all CDBG-DR programs. Thus, annual risk assessments of your program activities will be completed which will directly inform compliance monitoring schedules. Those activities yielding a high risk assessment score will be prioritized for in-depth reviews. By conducting annual risk assessments, then commencing monitoring reviews, risks are predicted, identified and mitigated.

Our risk mitigation strategy is a comprehensive approach comprised of 4 key decision points:

1. Risk Identification
2. Impact assessment
3. Prioritization
4. Resolution Implementation and Progress Monitoring

Canopy™ includes a risk tracking tool used to record the conclusions of the first 3 steps which directly informs the final step 4 determining the path to mitigate the risk. Finally, Canopy™ ensures we monitor the success of the actions taken to mitigate the threat to your program compliance ensuring it is resolved immediately. Even once a certain risk is resolved, we will be mindful that risks can reoccur. Our compliance team maintains an "always possible to prevent"



**MEET YOUR
SENIOR PROGRAM MANAGER:**

Alethia Thomas

Alethia has over 11 years of experience providing grant administration, operations management, and program closeout services for CDBG programs such as New York Governor's Office of Storm Recovery, Texas General Land Office, and Mississippi Development of Authority.

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mindset. Changes in needs, requirements, contractor gaps or performance deficiencies create the ever-present reality that risks are constant. Thus, plans for mitigation are needed at the outset.

Puerto Rico's \$800 million *Economic Development Investment Portfolio for Growth Program* will transform the Island's economy, but the program comes with implementation risks. As your risk mitigation advisor, HORNE will help PRDOH coordinate with the Public Private Partnerships Authority (P3) to get results, minimize the risks associated with "flex funds," and comply with HUD's expectations. There will undoubtedly be developers, municipios, business and industry interests that push PRDOH to urgently grant funds for "catalytic projects," or to capitalize on "expiring leveraging opportunities." LMI benefit of 70% of the overall grant must be maintained, and funding high dollar projects with hard-to-decipher LMI benefits may create complications. We will support PRDOH with reliable financial advisory services and compliance support to ensure that projects meet HUD regulatory thresholds and procurement guidelines. We tailor the risk management plan for high-risk activities such as this and fosters transparency and accountability to demand success.

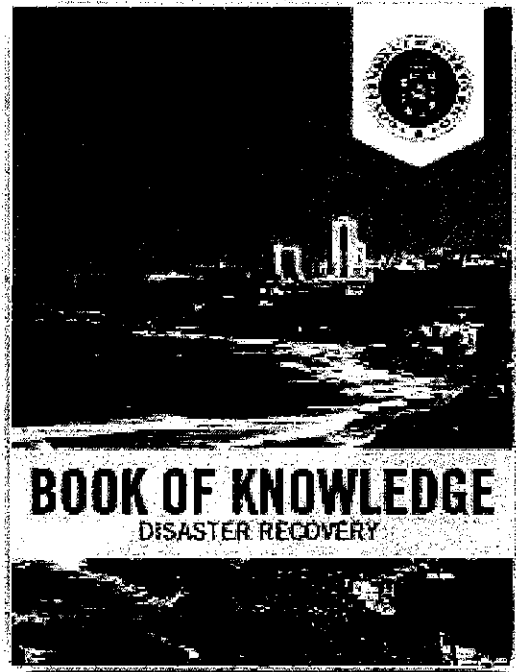
HORNE'S RISK MITIGATION PLAN:

- Identify the common causes of risk to the CDBG-DR Program
 - Evaluate risk interactions
- Identify multiple alternative mitigation strategies
 - Implement the appropriate tools for resolution
 - Prioritize mitigation alternatives
- Identify and Commit the resources required for mitigation activities

Our mitigation plan is one of forethought, watchfulness and a straightforward view of problem-solving. At the core of our culture is the belief that problems can be solved through empowering our team to lead, make decisions and act to achieve results through setting clear expectations and enforcing accountability. Our specific plan creates a structure of visibility into vendor and subrecipient performance against benchmarks, consistent review of supporting documentation, ongoing internal review of policies and procedures and constant quality control. The monitoring component identifies processes that need strengthening or flag errors in implementation. We act quickly to determine the impact of the issue, decide on the best course of action to resolve it, assign the resolution task to the appropriate team member and communicate appropriately to the management team. Finally, through our risk tracking tool, we track and document issue resolution through completion to monitor the outcome and provide transparency.

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Risk management doesn't end at the conclusion of the program. It is important to capture the institutional knowledge gained and leverage it to mitigate risks on future programs. As your grant administrator, we will catalog issues encountered, resolutions and successes realized which make the most meaningful impact in your program. The ultimate result will be a compilation of playbooks, field manuals and standard operating procedures which result in a multi-volume PRDOH "Book of Knowledge" able to be pulled immediately for any future recovery activity.



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**Closeout
Strong****CELEBRATING
SUCCESSES**

The HORNE team designs projects with the end in mind, ensuring that all file histories we build along the way lead to a successful program closeout with minimal additional effort. We have extensive experience in monitoring programs for CDBG-DR compliance and will capitalize on that experience when reviewing programs for closeout. As each project under a program reaches its closeout phase, we will conduct a final closeout monitoring review to ensure all electronic and hard copy records contain the necessary documentation to support all compliance requirements and are organized to facilitate an easy review by HUD, OIG, and any other entity reviewing the files. A final reconciliation will be performed to ensure all grant funds have been properly recorded within Puerto Rico's accounting system, DRGR, and the grant management system.

Once all projects under a program have completed the project closeout phase, the information gathered during that phase will be combined for overall program closeout. Our program closeout checklists ensure that we capture all required information for each program prior to completion. The program closeout checklists mirror the HUD grant closeout checklists to facilitate effortless closeout of the overall grant. We have successfully assisted clients through program and grant closeout with HUD and fully understand the expectations of HUD in this area.

Our approach to ensure HUD's criteria have been met is to look at each program individually and review program files to verify the following:

- Policies and procedures have been documented and were followed
- The system of record reconciles to DRGR
- Any monitoring findings or citizen complaints have been resolved
- Files are consistently and logically organized
- All documents are included in the system of record and available electronically
- Data in the System of Record is complete and accurate to facilitate reporting of consolidated performance, financial and beneficiary data

**FEW CDBG-DR PROGRAMS HAVE CLOSED OUT, BUT HORNE HAS HELPED GRANTEEES
CLOSE OUT MULTIPLE PROGRAMS TOTALING MORE THAN \$842 MILLION, AND WE EXPECT
MORE THAN \$3.1 BILLION TO CLOSEOUT IN THE NEXT 6 MONTHS.**

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5/16*

In addition to the above, we will support PRDOH personnel to determine if any remaining program funds can be reprogrammed to meet the needs of another existing program. Once each program under a grant is complete and HUD's criteria for closeout readiness have been met, we will assist PRDOH to compile and verify the final overall financial, performance and beneficiary data.

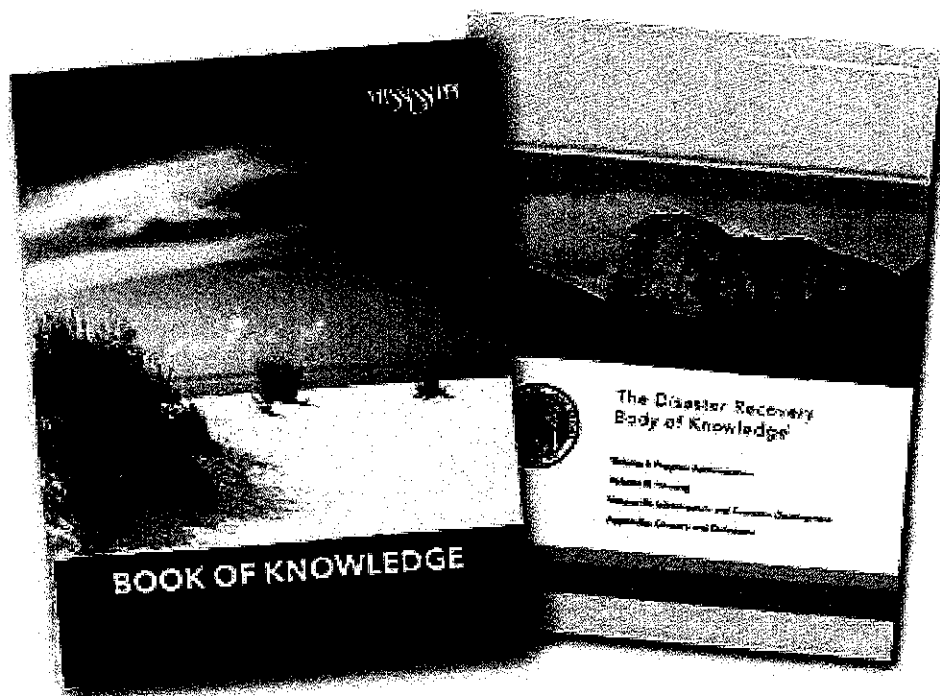
Even after grant closeout with HUD, there may be ongoing monitoring responsibilities. This typically occurs when affordability periods have not yet been met and job creation commitments beyond the LMI requirement have not been reached at the time of grant closeout. We will ensure that processes are in place to continue this monitoring effort so that projects remain compliant. We will work alongside PRDOH staff in this effort to ensure they are fully equipped to manage these responsibilities once these tasks are transitioned to in-house personnel.

Leveraging Knowledge

The HORNE team closeout services are based on firsthand experience. In Mississippi and Texas, we memorialized the institutional lessons learned and created a "Book of Knowledge" for each state to ensure future leaders have the tools available to leverage that knowledge.

HUD's Criteria for Closeout:

- ➔ CDBG-DR Funds were spent on eligible activities
- ➔ Administrative, planning and public services costs are within permitted limits of the respective Federal Register Notices
- ➔ Objectives and responsibilities under grant agreements and applicable laws and regulations were achieved.



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Under the direction of PRDOH, we will review every grant or program during its closeout phase to determine what worked well, what could have worked better and what didn't work at all. This "lessons learned" review consists of personnel interviews, status updates, notes and other progress reports to determine which processes can be classified as "best practices." We capture lessons learned and best practices so that this knowledge can be capitalized on by Puerto Rico's future leaders.

Tomorrow's Puerto Rico

From a technical perspective, closeout is where a grant ends and the books are closed. In the lives of this community, grant closeout represents the culmination of focused planning and years of hard work to build tomorrow's Puerto Rico. It is truly a time to celebrate.

We are excited and honored to be your partner. We are humbled to have worked beside you to write the story that will be told to generations to come - a story of homes built for the future, an infrastructure hardened, an economy reinvigorated, and an environment restored to its natural beauty.

This is sure to be a Puerto Rican-led transformation unlike any other before it. **This is a story our team can't wait to see unfold – a wholly Puerto Rican story of a future that is bright and promising.**

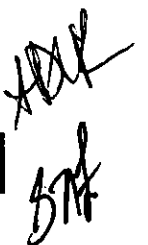
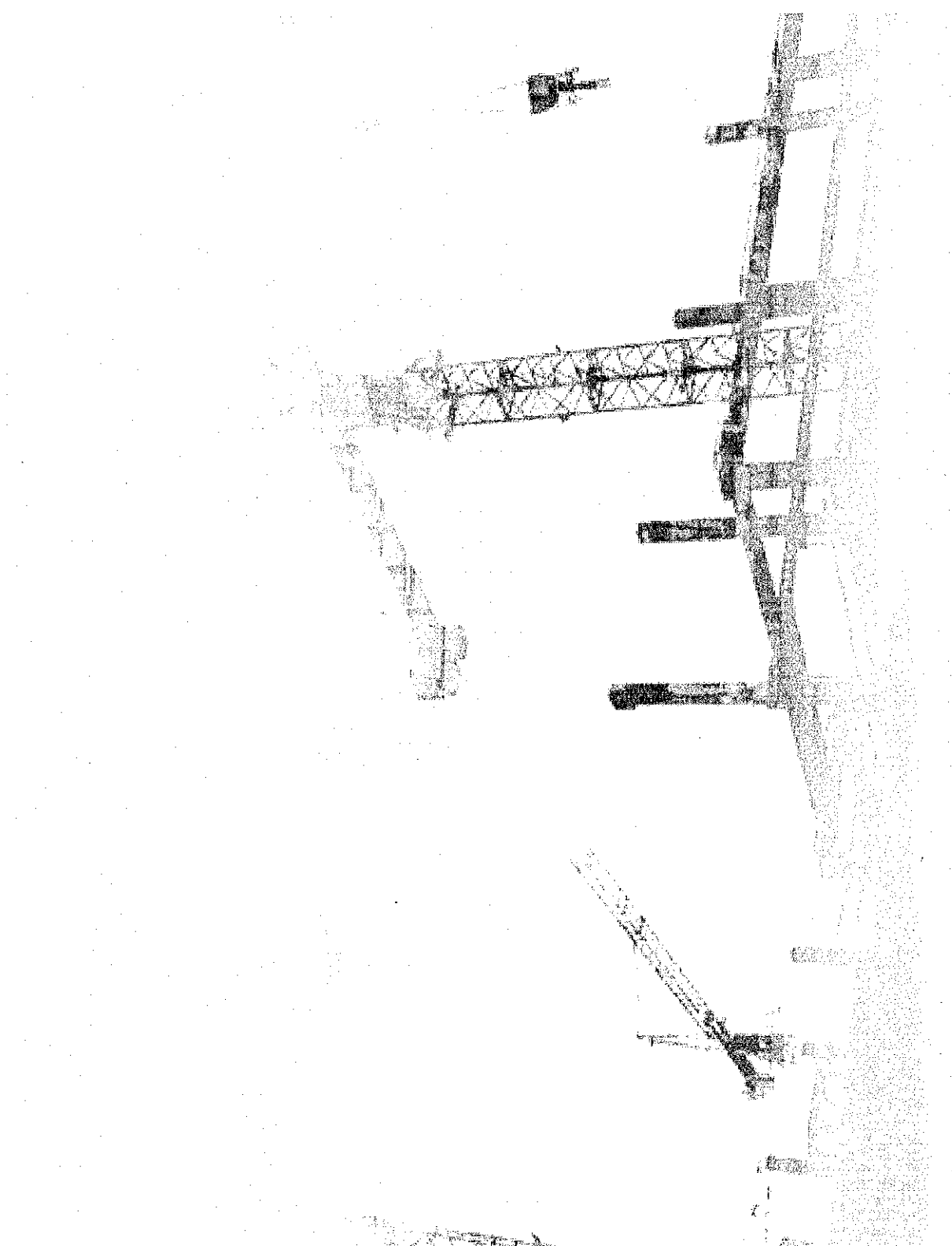


EXHIBIT A-2

**WRITING SAMPLES:
ATTACHMENT 7**



Consulting  SERVICES



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GOVERNMENT OF PUERTO RICO
Department of Housing

Attachment 7

Form for Writing Samples – 1 of 3

RFQ Grant Management Services Under CDBG-DR for Puerto Rico

Proposer: HORNE LLP

Date: November 13, 2018

ENGLISH

I. Purpose

This Notice replaces CPD Notice 16-08 and reiterates HUD's policy and standards for the timely distribution of Community Development Block Grant (CDBG) funds by states.

This Notice includes a new HUD 40108 form [Attachment 1] which has substantive format differences from the previous version.

This Notice announces a change to the Department's policy regarding the publication frequency of this Notice. In past years, the Department published this Notice annually to issue an annual National Compliance Report. The report provided information on each state's compliance with the timely distribution requirements in 24 CFR 570.494(b)(1). Going forward, these reports will be available upon request to the State and Small Cities Division (SSCD) in HUD Headquarters (HQ). Therefore, it is no longer necessary to publish this Notice on an annual basis.

This Notice will remain in effect through future years until amended, superseded, or rescinded.

II. Statutory and Regulatory Requirements

Section 104(e)(2) of the Housing and Community Development Act of 1974 (HCDA) requires HUD to review state CDBG grants to determine "whether the state has distributed funds to units of general local government in a timely manner."

HUD's regulation at 24 CFR 570.494 defines a state's distribution of CDBG funds as timely if "all of the state's annual grant (excluding state administration) has been obligated and announced to units of general local government within 15 months of the state signing its grant agreement with HUD." As explained in previous Notices, the terms "obligated and announced to" refer to the date on which a state officially announces the selection and award of a grant to a unit of general local government (UGLG) by means of any official letter, press release, news media announcement, public notice, or official notice of award that the state may use to notify localities and citizens that a grant has been awarded.

The regulation also encourages states to obligate and announce 95 percent of funds within 12 months of the state signing its grant agreement with HUD.

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Attachment 7

The regulation at 24 CFR 570.494 is designed to assure that the portion of the annual grant that is to be distributed to units of general local government (UGLGs) is fully done so in a timely manner. There are portions of the annual grant or adjustments that are not distributed to UGLGs and are not included when calculating the amount that must be obligated and announced within 15 months under the regulations:

- State administration and technical assistance costs are specifically excluded from the timely distribution requirement under 24 CFR 570.494(b)(1). Under section 106(d) of the HCDA, states are authorized to use grant funds for the combined purposes of state administration and technical assistance. This adjustment may be up to \$100,000 plus up to three percent of the total grant amount.
- Section 108 loans may result in adjustments to the amount available for distribution to UGLGs. Pursuant to 24 CFR 570.705(c), Community Development Block Grants may be used for:
 - Paying principal and interest due on the debt obligations guaranteed under the Section 108 program (including such issuance, servicing, and underwriting);
 - Defeating such debt obligations; and
 - Establishing debt service reserves as additional security.
- Other amounts that would not be available for awards to UGLGs include any amounts subject to termination or reduction pursuant to 24 CFR 570.496(b).

The regulation at 24 CFR 570.494(b)(1) applies the timely distribution requirements to the grant funds excluding the allowable adjustments described above.

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I. PROPÓSITO

Este Aviso reemplaza el Aviso 16-08 de CPD y reitera la política y los estándares de HUD para la distribución oportuna de fondos bajo la Subvención en Bloque para el Desarrollo Comunitario (CDBG por sus siglas en inglés) por parte de los estados.

Este Aviso incluye el nuevo **formulario HUD 40108 [Anejo 1]** que tiene diferencias sustanciales de formato con respecto a la versión anterior.

Este Aviso anuncia un cambio en la política del Departamento con respecto a la frecuencia de publicación de este Aviso. En los últimos años, el Departamento ha publicado este Aviso anualmente para emitir un Informe Nacional de Cumplimiento anual. El informe proporcionaba información sobre el cumplimiento de cada estado con los requisitos de distribución oportunos en 24 CFR 570.494(b)(1). De ahora en adelante, estos informes estarán disponibles a solicitud de la División de Estados y Ciudades Pequeñas (SSCD por sus siglas en inglés) en la sede de HUD. Por lo tanto, ya no es necesario publicar este Aviso anualmente.

Este Aviso permanecerá vigente durante años futuros hasta que sea enmendado, reemplazado, o rescindido.

II. REQUISITOS LEGALES Y REGLAMENTARIOS

La Sección 104(e)(2) de la Ley de Vivienda y Desarrollo Comunitario de 1974 (HCDA por sus siglas en inglés) requiere que HUD revise las subvenciones estatales de CDBG para determinar "si el estado ha distribuido fondos a las unidades del gobierno local general de manera oportuna".

La regulación de HUD en 24 CFR 570.494 define la distribución de fondos CDBG de un estado como oportuna si "toda la subvención anual del estado (excluyendo la administración estatal) ha sido obligada y anunciada a las unidades del gobierno local general dentro de los 15 meses posteriores a la firma del acuerdo de subvención entre el estado y HUD". Según explicado en Avisos anteriores, los términos "obligado y anunciado a" se refieren a la fecha en que un estado anuncia oficialmente la selección y otorgamiento de una subvención a una unidad del gobierno local general (UGLG por sus siglas en inglés) por medio de cualquier carta oficial, comunicado de prensa, anuncio en los medios de comunicación, aviso público, o aviso oficial de adjudicación que el estado pueda utilizar para notificar a las localidades y ciudadanos que se ha otorgado una subvención.

La regulación también alienta a los estados a obligar y anunciar el 95 por ciento de los fondos dentro de los 12 meses posteriores a la firma del acuerdo de subvención entre el estado y HUD.

La regulación en 24 CFR 570.494 está diseñada para asegurar que se distribuya la porción de la subvención anual que corresponda a las unidades del gobierno local

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Attachment 7

general (UGLG) de manera oportuna. Hay porciones de la subvención anual o ajustes que no se distribuyen a las UGLGs y no se incluyen al calcular el monto que debe obligarse y anunciarse dentro de los 15 meses requeridos por las regulaciones:

- La administración estatal y los costos de asistencia técnica están específicamente excluidos del requisito de distribución oportuna bajo el 24 CFR 570.494(b)(1). Bajo la sección 106(d) de la HCDA, los estados están autorizados a usar fondos de la subvención para los fines combinados de la administración estatal y la asistencia técnica. Este ajuste puede ser de hasta \$100,000 más un máximo de tres porcientos de la cantidad total de la subvención.
- Los préstamos de la Sección 108 pueden dar lugar a ajustes en la cantidad disponible para distribución a las UGLGs. De conformidad con 24 CFR 570.705 (c), las Subvenciones en Bloque para Desarrollo Comunitario pueden utilizarse para:
 - Pago de capital e intereses adeudados sobre las obligaciones de deuda garantizadas en virtud del programa de la Sección 108 (incluidas la emisión, el servicio, y la suscripción);
 - La cancelación de tales obligaciones de deuda; y
 - Establecer reservas de servicio de la deuda como garantía adicional.
- Otras cantidades que no estarían disponibles para adjudicaciones a las UGLGs incluyen cualquier cantidad sujeta a terminación o reducción en conformidad con 24 CFR 570.496(b).

La regulación en 24 CFR 570.494(b)(1) aplica los requisitos de distribución oportunos a los fondos de la subvención, excluyendo los ajustes permitidos descritos anteriormente.

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GOVERNMENT OF PUERTO RICO
Department of Housing

Attachment 7

Form for Writing Samples – 2 of 3

RFQ Grant Management Services Under CDBG-DR for Puerto Rico

Proposer: HORNE LLP

Date: November 13, 2018

ENGLISH

Welcome to your Homeowner's Guide to Success

Hardships create difficult situations and require difficult decisions.

If you're experiencing a hardship, you might be wondering what bills to pay and if you can still afford your home. If you're having trouble paying your mortgage, your mortgage servicer may provide mortgage assistance options to help you avoid foreclosure. Mortgage assistance may provide options to keep you in your home with an affordable payment or help you with a graceful exit from your home.

This booklet provides you with practical guidance on what to expect, and what choices you may have when you're having trouble paying your mortgage.

What happens if my payment is late?

It's important to always pay your mortgage on time. Your payment is due on the 1st of every month. If your payment is late, your servicer may charge you a late fee and attempt to contact you. The good news is that, you have until the 15th of the month to make your payment before a late fee is charged. A late fee can be charged for each month that you miss a payment. Additional fees can also be charged if you go into default (more than 30 days late). If you miss a mortgage payment, your loan will be "past due." If your loan is 30 days past due, it may be reported on your credit report. A single late or missed payment on your credit report can reduce your credit score.

Free, expert help is available

Your mortgage servicer or a HUD-approved Housing Counseling Agency can help at no cost to you. The sooner you call your servicer or a housing counselor, the more options you will have.

Mortgage Servicer

Your mortgage servicer manages your mortgage account. The servicer accepts your regular monthly payment, will advise you of potential upcoming rate changes, and, if you make escrow payments, submits your property taxes and/or insurance payments on your behalf.

If at any point you struggle to make your mortgage payment, your servicer may be able to help you with assistance options.

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Attachment 7

Your mortgage servicer may or may not be the company that provided your mortgage. It is normal for a mortgage to move from one servicer to another over the life of a loan.

Mortgage Investor/Guarantor/Insurer

Other participants in the mortgage finance industry include investors, insurers and guarantors. In some cases, these different entities may require your servicer to follow guidelines that can impact what options your servicer can offer you. However, your mortgage servicer will know these guidelines and will work with you to service your account.

An investor is the company that owns your loan. Investors may include private companies such as Freddie Mac and Fannie Mae. There may also be government agencies that guarantee or insure lenders and investors against certain losses that result from a defaulted loan. These government agencies may include entities like Ginnie Mae, FHA, USDA, and the VA.

BE WARY of foreclosure rescue scams or anyone who wants you to pay a fee to avoid foreclosure. Click link to get more information on scams or click the Find a Housing Counselor link→ <https://www.consumerfinance.gov/about-us/blog/consumer-advisory-dont-fall-for-a-foreclosure-relief-scam-or-boogus-legal-help/>

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Bienvenido a su guía de éxito para el propietario

Los problemas económicos crean situaciones difíciles y requieren decisiones difíciles.

Si experimenta un problema económico, es posible que se esté preguntando qué facturas debe pagar y si aún puede pagar su hogar. Si tiene problemas para pagar su hipoteca, su proveedor de servicios hipotecarios puede proporcionarle opciones de asistencia para ayudarlo a evitar una ejecución hipotecaria. La asistencia hipotecaria puede proporcionar opciones para mantenerlo en su hogar con un pago económico o ayudarlo a salir de su hogar con gracia.

Este folleto le brinda orientación práctica sobre qué esperar y qué opciones puede tener cuando tenga problemas para pagar su hipoteca.

¿Qué pasa si mi pago se retrasa?

Es importante pagar siempre su hipoteca a tiempo. Su pago vence el primer día de cada mes. Si su pago se retrasa, su proveedor de servicios hipotecarios podría cobrarle un cargo por retraso y tratar de comunicarse con usted. La buena noticia es que tiene hasta el día 15 del mes para realizar el pago antes de que se cobre un recargo. Se puede cobrar un recargo por cada mes que no realice un pago. También se pueden cobrar tarifas adicionales si entra en incumplimiento (más de 30 días de retraso). Si no cumple con el pago de su hipoteca, su préstamo estará "vencido". Si su préstamo está lleva vencido 30 días, es posible que se incluya en su informe de crédito. Un solo pago atrasado en su informe de crédito puede reducir su puntaje de crédito.

PROVEEDOR DE SERVICIOS HIPOTECARIOS

Su proveedor de servicios hipotecarios administra su hipoteca. Éste acepta su pago mensual regular, le informa sobre posibles cambios en las tarifas, y, si realiza pagos en custodia, somete sus impuestos a la propiedad y/o pagos de seguros en su nombre.

Si en algún momento tiene dificultades para realizar el pago de su hipoteca, su proveedor de servicios hipotecarios podría ayudarlo con las opciones de asistencia.

Su proveedor de servicios hipotecarios puede o no ser la compañía que le proporcionó la hipoteca. Es normal que una hipoteca pase de un proveedor a otro durante la vida de un préstamo.

INVERSIONISTA HIPOTECARIO / FIADOR / ASEGURADOR

Otros participantes en la industria de financiamiento hipotecario incluyen inversionistas, aseguradores y fiadores. En algunos casos, estas diferentes entidades pueden requerir que su proveedor de servicios hipotecarios siga guías que pueden afectar las opciones que le pueden ser provistas. Sin embargo, su proveedor de servicios hipotecarios conoce estas guías y trabajará con usted para atender su cuenta.

Un inversionista es la compañía que posee su préstamo. Los inversionistas pueden incluir empresas privadas como Freddie Mac y Fannie Mae. También puede haber agencias gubernamentales que garantizan o aseguran a los prestamistas e inversionistas contra ciertas pérdidas que resultan de un préstamo en incumplimiento. Estas agencias gubernamentales pueden incluir entidades como Ginnie Mae, FHA, USDA y VA.

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Ayuda gratuita y experta disponible.

Su proveedor de servicios hipotecarios o una agencia de asesoría de vivienda aprobada por HUD pueden ayudarlo sin costo alguno para usted. Cuanto antes llame a su proveedor de servicios hipotecarios o consejero de vivienda, más opciones tendrá.

TENGA CUIDADO con las estafas de rescate de ejecución hipotecaria o con cualquiera que quiera que usted pague una tarifa para evitar la ejecución hipotecaria. Haga clic en el enlace para obtener más información sobre las estafas o haga clic en el enlace Encontrar un Asesor de Vivienda →

<https://www.consumerfinance.gov/about-us/blog/consumer-advisory-dont-fall-for-a-foreclosure-relief-scam-or-boqus-legal-help/>

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GOVERNMENT OF PUERTO RICO
Department of Housing

Attachment 7

Form for Writing Samples – 3 of 3

RFQ Grant Management Services Under CDBG-DR for Puerto Rico

Proposer: HORNE LLP

Date: November 13, 2018

ENGLISH

APPENDIX C

OMB COST DEFINITIONS AND GUIDELINES

The terms and definitions provided below are derived from the Office of Management and Budget (OMB), which establishes principles and standards to provide a uniform approach for determining allocable and allowable costs to promote effective program delivery and efficiency. Heretofore, OMB guidance was set forth in Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments." However, A-87 has recently been relocated to the federal regulations at 2 CFR Part 225. This was part of an initiative to provide the public with a central location for Federal government policies on grants and other financial assistance and non-procurement agreements (See website link below.) These definitions have been paraphrased to reflect relevant terms used for identifying and treating allowable costs applicable to the CDBG program. For the precise language that applies to any aspect, please go the following OMB website:

http://www.whitehouse.gov/sites/default/files/omb/assets/omb/fedreg/2005/083105_a87.pdf

DEFINITIONS

1. *Cost* means an amount as determined on a cash, accrual, or other basis acceptable to the Federal awarding or cognizant agency. It does not include transfers to a general or similar fund.
2. *Cost objective* means a function, organizational subdivision, contract, grant, or other activity for which cost data are needed and for which costs are incurred.
3. *Final cost objective* means a cost objective, that has allocated to it both direct and indirect costs and is a final accumulation point. For example, this could be an eligible CDBG activity of rehabilitating a single-family dwelling that upon completion will meet a low- and moderate-income household national objective.
4. *Allocate* means to assign an item of cost or a group of items of cost, to one or more cost objectives, such as an eligible CDBG activity. This term includes both direct assignment of cost and the reassignment of a share of costs from an indirect cost pool, such as accounting services applicable to overall program PACS.

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5. Allocable costs.

- a. A cost is allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received.
- b. All activities which benefit from the governmental unit's indirect cost, including unallowable activities, will receive an appropriate allocation of indirect costs.
- c. Any cost allocable to a particular Federal award or cost objective under the principles provided for in 2 CFR Part 225 may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the Federal awards, or for other reasons.
- d. Where an accumulation of indirect costs will ultimately result in charges to a Federal award, a cost allocation plan will be required as described in Appendices C, D, and E to this part.

6. Allowable costs. To be allowable under Federal awards, costs must meet several general criteria among them which are the following:

- a. Be necessary and reasonable for proper and efficient performance and administration of the Federal award.
- b. Be consistent with policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the governmental unit.
- c. Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.
- d. Be adequately documented.

7. Reasonable costs. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration shall be given to whether the cost is of a type generally recognized as ordinary and necessary for the operation of the governmental unit or the performance of the Federal award.

- a. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the governmental unit or the performance of the Federal award.
- b. The restraints or requirements imposed by such factors as: Sound business practices; arm's-length bargaining; Federal, State and other laws and regulations; and, terms and conditions of the Federal award. All activities which

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benefit from the governmental unit's indirect cost, including unallowable activities, will receive an appropriate allocation of indirect costs.

8. *Applicable credits.* Applicable credits refer to those receipts or reduction of expenditure-type transactions that offset or reduce expense items allocable to Federal awards as direct or indirect costs. Examples of such transactions are: Purchase discounts, rebates or allowances, recoveries or indemnities on losses, insurance refunds or rebates, and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to or received by the governmental unit relate to allowable costs, they shall be credited to the Federal award either as a cost reduction or a cash refund, as appropriate.

Cost Composition

9. *Total cost.* The total cost of Federal awards is comprised of the allowable direct cost to the CDBG program, plus its allocable portion of allowable indirect costs, less applicable credits.

10. *Classification of costs.* There is no universal rule for classifying certain costs as either *direct* or *indirect* under every accounting system. A cost may be direct with respect to some specific service or function, but indirect with respect to the Federal award or other final cost objective. Therefore, it is essential that each item of cost be treated consistently in like circumstances either as a direct or an indirect cost. Guidelines for determining direct and indirect costs charged to Federal awards are provided in the section 2 CFR 225.

Direct Costs

11. *Direct costs* are generally those that can be identified specifically with a particular final cost objective. Examples of direct costs chargeable to Federal awards are:

- a. Compensation of employees for the time devoted and identified specifically to the performance of those awards.
- b. Cost of materials acquired, consumed, or expended specifically for the purpose of those awards.
- c. Equipment and other approved capital expenditures.
- d. Travel expenses incurred specifically to carry out the award.

12. *Minor items.* Any direct cost of a minor amount may be treated as an indirect cost for reasons of practicality where such accounting treatment for that item of cost is consistently applied to all cost objectives.

Indirect Costs

13. *Indirect costs* are those: Incurred for a common or joint purpose benefiting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. The term "indirect

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Attachment 7

costs," applies to costs of this type originating in the grantee department, as well as those incurred by other departments in supplying goods, services, and facilities. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish a number of pools of indirect costs within a governmental unit department or in other agencies providing services to a governmental unit department. Indirect cost pools should be distributed to benefitted cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.

14. *Cost allocation plans and indirect cost proposals.* Requirements for development and submission of cost allocation plans and indirect cost rate proposals are contained in Appendices C, D, and E to 2 CFR Part 225.

15. *Limitation on indirect or administrative costs.*

- a. In addition to restrictions contained in 2 CFR Part 225, there may be laws that further limit the amount of administrative or indirect cost allowed.
- b. Amounts not recoverable as indirect costs or administrative costs under one Federal award may not be shifted to another Federal award, unless specifically authorized by Federal legislation or regulation.

16. *Interagency Services.* The cost of services provided by one agency to another.

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SPANISH

APÉNDICE C

DEFINICIONES DE COSTOS Y DIRECTRICES DE LA OMB

Los términos y definiciones proporcionados a continuación se derivan de la Oficina de Gerencia y Presupuesto (OMB, por sus siglas en inglés), que establece principios y estándares para proporcionar un enfoque uniforme para determinar los costos asignables y permitidos para promover la ejecución efectiva de programas y la eficiencia. Hasta ahora, la guía de la OMB se había establecido en la Circular A – 87, "Principios de Costos para los Gobiernos Estatales, Locales, y de Tribus Indígenas". Sin embargo, la A-87 se ha reubicado recientemente a las regulaciones federales en 2 CFR Parte 225. Esto fue parte de una iniciativa para proporcionar al público una ubicación central para las políticas del gobierno federal sobre subvenciones, y otras asistencias financieras y acuerdos no relacionados con adquisiciones (consulte el enlace al sitio web más abajo). Estas definiciones se han parafraseadas para reflejar términos relevantes utilizados para identificar y tratar los costos permitidos aplicables al programa CDBG. Para obtener el lenguaje preciso que aplica a cualquier aspecto, visite el siguiente sitio web de la OMB:

http://www.whitehouse.gov/sites/default/files/omb/assets/omb/fedreg/2005/083105_a87.pdf

DEFINICIONES

1. Costo significa una cantidad según lo determinado en efectivo, devengo, u otra base aceptable para la agencia federal de adjudicación o conocimiento. No incluye transferencias a un fondo general o similar.
2. Objetivo de costo significa una función, subdivisión organizacional, contrato, subvención, u otra actividad para la cual se necesitan datos de costos y para los cuales se incurre en costos.
3. Objetivo de costo final significa un objetivo de costo al cuál se le ha asignado costos directos e indirectos y es un punto final de acumulación. Por ejemplo, esta podría ser una actividad elegible de los fondos CDBG para rehabilitar una vivienda unifamiliar que, una vez completada, cumplirá con un objetivo nacional de hogares de ingresos bajos y moderados.
4. Asignar significa establecerle un elemento de costo o un grupo de elementos de costo, a uno o más objetivos de costo, como por ejemplo una actividad elegible de CDBG. Este término incluye tanto la asignación directa de costos como la reasignación de una parte de los costos de un conjunto de costos indirectos, como los servicios de contabilidad aplicables al programa general PACS.
5. Costos Asignables.
 - a. Un costo es asignable a un objetivo de costo particular si los bienes o servicios involucrados pueden ser cargados o asignados a dicho objetivo de costo de acuerdo con los beneficios relativos recibidos.

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- b. Todas las actividades que se benefician del costo indirecto de la unidad gubernamental, incluidas las actividades no permitidas, recibirán una asignación adecuada de costos indirectos.
 - c. Cualquier costo distribuido a una adjudicación federal en particular u objetivo de costo según los principios establecidos en 2 CFR Parte 225 no se puede cargar a otras fuentes de financiamiento federales para superar las deficiencias del fondo, para evitar restricciones impuestas por la ley o los términos de las adjudicaciones federales, o por otras razones.
 - d. Cuando una acumulación de costos indirectos finalmente resultará en cargos a una adjudicación federal, se requerirá un plan de asignación de costos como se describe en los Apéndices C, D y E de esta parte.
6. **Costos permisibles.** Para ser permitidos bajo adjudicaciones federales, los costos deben cumplir con varios criterios generales, entre los que se incluyen los siguientes:
- a. Que sea necesario y razonable para el desempeño y para la administración de la adjudicación federal.
 - b. Que sea consistente con las políticas, regulaciones y procedimientos que se aplican uniformemente a las adjudicaciones federales y a otras actividades de la unidad gubernamental.
 - c. Que se le otorgue un tratamiento consistente. Un costo no puede asignarse a una adjudicación federal como un costo directo si cualquier otro costo incurrido para el mismo propósito en circunstancias similares ha sido asignado a la adjudicación federal como un costo indirecto.
 - d. Que esté adecuadamente documentado.
7. **Costos razonables.** Un costo es razonable si, en su naturaleza y cantidad, no excede el costo en que incurriría una persona prudente en las circunstancias prevalecientes al momento en que se tomó la decisión de incurrir en el costo. Al determinar la razonabilidad de un costo, se debe considerar si el costo es de un tipo generalmente reconocido como ordinario y necesario para la operación de la unidad gubernamental o el desempeño de la adjudicación federal.
- a. Si el costo es de un tipo generalmente reconocido como ordinario y necesario para la operación de la unidad gubernamental o el desempeño de la adjudicación federal.
 - b. Las restricciones o requisitos impuestos por factores tales como: buenas prácticas comerciales; negociación en condiciones de competencia; leyes y regulaciones Federales, Estatales y de otras jurisdicciones; y, los términos y condiciones de la adjudicación federal. Todas las actividades que se benefician del costo indirecto de la unidad gubernamental, incluidas las actividades no permitidas, recibirán una asignación adecuada de los costos indirectos.

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8. *Créditos aplicables.* Los créditos aplicables se refieren a aquellas transacciones de reducción de gastos que compensen o reduzcan las partidas de gastos asignables como costos directos o indirectos a las adjudicaciones federales. Ejemplos de tales transacciones son: descuentos en compras, reembolsos o subsidios, recuperaciones o indemnizaciones por pérdidas, rebajas o reembolsos de seguros, y ajustes de sobrepagos o cargos erróneos. En la medida en que dichos créditos acumulados o recibidos por la unidad gubernamental se relacionen con los costos permisibles, se acreditarán a la adjudicación federal como una reducción de costos o un reembolso en efectivo, según corresponda.

Composición de costos

9. *Costo total.* El costo total de las adjudicaciones federales está compuesto por el costo directo permisible para el programa CDBG, más su porción asignable de costos indirectos permitidos, menos los créditos aplicables.
10. *Clasificación de costos.* No existe una regla universal para clasificar costos como directos o indirectos en cada sistema contable. Un costo puede ser directo con respecto a algún servicio o función específica, pero indirecto con respecto a la adjudicación federal u otro objetivo de costo final. Por lo tanto, es esencial que cada elemento del costo sea tratado de manera consistente en circunstancias similares, ya sea como un costo directo o indirecto. Las pautas para determinar los costos directos e indirectos cargados a las adjudicaciones federales se proporcionan en la sección 2 CFR 225.

Costos directos

11. *Costos directos* son generalmente aquellos que pueden identificarse específicamente con un objetivo de costo final particular. Ejemplos de costos directos que pueden ser cargados a las adjudicaciones federales son:
- a. Compensación de los empleados por el tiempo dedicado e identificado específicamente para el desempeño de las adjudicaciones.
 - b. El costo de los materiales adquiridos, consumidos o gastados específicamente para el propósito de las adjudicaciones.
 - c. Equipo y otros gastos de capital aprobados.
 - d. Gastos de viaje incurridos específicamente para llevar a cabo la adjudicación.
12. *Artículos menores.* Cualquier costo directo de una cantidad menor se puede tratar como un costo indirecto por razones prácticas cuando dicho tratamiento contable para esa partida de costo se aplica de manera consistente a todos los objetivos de costo.

Costos indirectos

13. *Costos indirectos* son aquellos: incurridos con un propósito común o conjunto que benefician a más de un objetivo de costo, y no son fácilmente asignables a los objetivos de costo específicamente beneficiados, sin esfuerzo en desproporción a los resultados

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obtenidos. El término "costos indirectos" se aplica a los costos de este tipo que se originan en el departamento del recipiente, así como a los incurridos por otros departamentos en el suministro de bienes, servicios e instalaciones. Para facilitar la distribución equitativa de los gastos indirectos a los objetivos de costo beneficiados, puede ser necesario establecer una serie de grupos de costos indirectos dentro de un departamento de unidad gubernamental o en otras agencias que brindan servicios a un departamento de unidad gubernamental. Los grupos de costos indirectos deben distribuirse a los objetivos de costos beneficiados sobre bases que produzcan un resultado equitativo en consideración de los beneficios relativos derivados.

14. *Planes de asignación de costos y propuestas de costos indirectos.* Los requisitos para el desarrollo y la presentación de planes de asignación de costos y las propuestas de tasas de costos indirectos se encuentran en los Apéndices C, D y E a 2 CFR Parte 225.
15. *Limitación de costos indirectos o administrativos.*
 - a. Además de las restricciones contenidas en 2 CFR Parte 225, puede haber leyes que limiten aún más la cantidad de costos administrativos o indirectos permitidos.
 - b. Las cantidades no recuperables como costos indirectos o costos administrativos en virtud de una adjudicación federal no se pueden transferir a otra adjudicación federal, a menos que este específicamente autorizado por legislación o regulación Federal.
16. *Servicios interinstitucionales.* El costo de los servicios prestados por una agencia a otra.

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Attachment C



1020 Highland Colony Parkway
Suite 400
Ridgeland, MS 39157
601.326.1000
601.898.9054 F
HORNELLPCOM

February 19, 2019

VIA E-MAIL: jrivera@avp.pr.gov

Mr. Jose A. Rivera Delgado
Acting Contracts Manager
Puerto Rico Department of Housing
606 Barbosa Avenue
Juan C. Cordero Davila Building
Rio Piedras, PR 00918

Re: CDBG-DR GSA E-Buy RFQ #1335494 for Grant Management Services; Response for Best and Final Offer

Dear Mr. Rivera:

Thank you for the opportunity to respond to your Best and Final Offer request for the above-referenced RFQ. After careful review, HORNE LLP has been able to reduce its initial price by 20%. As you will see in the attached *Validation of Horne's Best and Final Offer*, our price proposal has been reduced from \$148,093,920 to \$117,971,100. Our final offer does not change the services, approach or personnel offered to you in our original proposal; rather, we have capitalized on additional efficiencies and reduced travel costs to achieve these savings for Puerto Rico. Along with our final offer, we provide a *Validation of Horne's Best and Final Offer* which clarifies our final offer and provides a justification for the same.

PRDOH's vision and mission for recovery is inspirational. We feel that our local presence, qualified team, proven results and understanding of the unique challenges PRDOH will face will supplement this passion realizing the best value for PRDOH. It is our sincere hope that we have clarified any questions you may have and that you find our response comprehensive and compelling.

Please feel free to contact me should you have any additional questions. We look forward to hearing from PRDOH.

Very respectfully,

A handwritten signature in black ink, appearing to read "S. Neil Forbes".

S. Neil Forbes

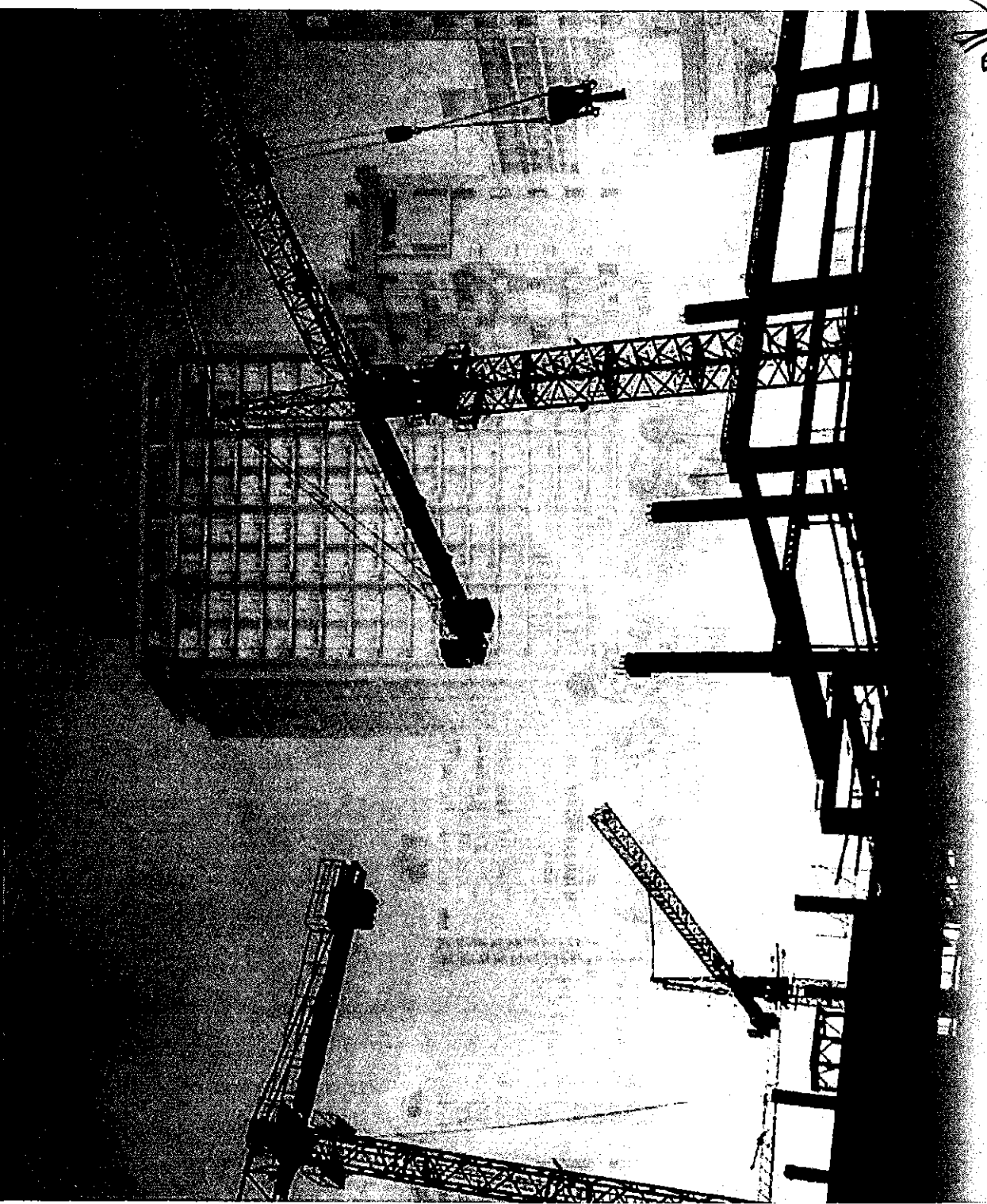
CONSTRUCTION | FINANCIAL INSTITUTIONS | FRANCHISE | GOVERNMENT SERVICES
HEALTHCARE | PUBLIC & MIDDLE MARKET | WEALTH ADVISORS

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GSA E-BUY RFQ 1335494

VALIDATION OF HORNE'S BEST AND FINAL OFFER

Grant Management Services
Community Development Block Grant - Disaster Recovery



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HORNE LLP

The HORNE Team appreciates PRDOH's consideration, and we are eager to deliver unprecedented grant management services to expedite Puerto Rico's recovery. Our cost validation is supported by an industry-wide cost reasonableness review. We are confident that HORNE's final price offer represents the best value for PRDOH.

Validation

HORNE's best and final offer is based on a thorough understanding of PRDOH's needs and our history of providing similar services for other CDBG-DR grantees. Our price reflects the cost to deliver on the Government of Puerto Rico and PRDOH's objectives by providing:

1. **Professionals with CDBG-DR and disaster grant management experience**
Hiring and retaining experienced, qualified disaster recovery professionals is expensive, but critical to successfully delivering program objectives. We feel confident that our proposed workforce and rates do not jeopardize PRDOH's recovery with irresponsibly low rates which only provide unqualified team members incapable of achieving goals within the timelines in which PRDOH must deliver this program.
2. **Professionals with disaster recovery expertise**
Our team includes expert skillsets emphasizing housing recovery, infrastructure recovery, economic development recovery, federal disaster grant compliance, green building standards, best and local construction practices, and expertise working across multiple government agencies in Puerto Rico.
3. **Rapidly deployable staff to immediately jumpstart recovery programs**
HORNE has an experienced team of more than 65 disaster recovery professionals ready to deploy for this program on Day 1. Our systems, processes, and people are preceded by a legacy of success, and we ensure PRDOH will not experience delays during the mobilization phase.
4. **Financial capacity**
HORNE's robust financial capacity is accustomed to incurring the costs necessary to rapidly deploy disaster recovery programs. HORNE maintains lines of credit totaling \$30 million and will establish a dedicated line to support this program. In the last 5 years, HORNE has entered into CDBG-DR contracts totaling \$215,769,837. HORNE has had no bankruptcy filings, no SEC investigations, and maintains strong financial stability as demonstrated through the financial statements submitted with the Proposal.

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5. Significant experience managing multiple large-scale disaster recovery programs

HORNE has successfully supported the administration of over \$26.3 billion in CDBG-DR funds including industry-leading housing programs in New York, Texas, Mississippi, and South Carolina. We have assisted more CDBG-DR grantees than any other provider in the industry. Our experienced team contributes by compressing time lines; to prevent, identify and manage delays; and to achieve desired results in a cost effective manner.

6. Record of superior program compliance

Your program's compliance is safe with us. No OIG findings or recapture events have occurred against HORNE's CDBG-DR work. HORNE has never been included on a debarment listing.

HORNE is committed to Puerto Rico's complete recovery. Even though our price proposal has been reduced, neither the approach nor personnel initially included in our proposal to PRDOH have changed. Since the submission of our offer in November, we continued evaluating local labor market conditions, interviewed countless disaster recovery professionals and local talent, and accepted numerous new team members on a contingent hiring basis who are willing to relocate to Puerto Rico. As this process matured, it became clear that labor costs for qualified personnel were less than originally projected in our November price submission. Collectively, the changes to labor market assumptions and a reduced dependence on traveling personnel have allowed us to lower our price by 20%.

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GOVERNMENT OF PUERTO RICO
Department of Housing

Exhibit N
COST FORM
Request for Quotations
Grant Management Services
Community Development Block Grant

Name of Proposer: HORNE LLP

Position [A]	Qty. of Resources [B]	Max. Hours per Month per Resource [C]	Hourly Rate ⁽¹⁾ [D]	Maximum Monthly Cost [E=BxCxD]	Maximum Annual Cost [F=12xE]
Positions					
YEAR 1					
Senior Program Manager	3	195	\$200.00	\$117,000.00	\$1,404,000.00
Program Manager Assistant	5	195	\$140.00	\$136,500.00	\$1,638,000.00
Senior Policy Consultant	4	195	\$170.00	\$132,600.00	\$1,591,200.00
Policy Consultant Assistant	10	195	\$105.00	\$204,750.00	\$2,457,000.00
Senior Compliance Consultant	1	195	\$200.00	\$39,000.00	\$468,000.00
Compliance Consultant Assistant	5	195	\$105.00	\$102,375.00	\$1,228,500.00
Senior Procurement Consultant	1	195	\$165.00	\$32,175.00	\$386,100.00
Procurement Consultant Assistant	10	195	\$105.00	\$204,750.00	\$2,457,000.00
Senior Financial Consultant	1	195	\$190.00	\$37,050.00	\$444,600.00
Financial Consultant Assistant	10	195	\$105.00	\$204,750.00	\$2,457,000.00
Senior Operations Consultant	1	195	\$185.00	\$36,075.00	\$432,900.00
Operations Consultant Assistant	10	195	\$105.00	\$204,750.00	\$2,457,000.00
DOB Lead	1	195	\$150.00	\$29,250.00	\$351,000.00
DOB PM	2	195	\$115.00	\$44,850.00	\$538,200.00
DOB Associate	6	195	\$75.00	\$87,750.00	\$1,053,000.00
Eligibility Lead	1	195	\$150.00	\$29,250.00	\$351,000.00
Eligibility PM	2	195	\$115.00	\$44,850.00	\$538,200.00
Eligibility Associate	6	195	\$75.00	\$87,750.00	\$1,053,000.00
Housing Management Lead	1	195	\$190.00	\$37,050.00	\$444,600.00
Housing Management PM	3	195	\$130.00	\$76,050.00	\$912,600.00
Housing Management Associate	10	195	\$85.00	\$165,750.00	\$1,989,000.00
Econ Dev Lead	1	195	\$160.00	\$31,200.00	\$374,400.00
Econ Dev PM	2	195	\$120.00	\$46,800.00	\$561,600.00
Econ Dev Associate	3	195	\$85.00	\$49,725.00	\$596,700.00
Green Energy Lead	1	195	\$145.00	\$28,275.00	\$339,300.00
Green Energy PM	2	195	\$115.00	\$44,850.00	\$538,200.00
Green Energy Associate	3	195	\$75.00	\$43,875.00	\$526,500.00

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RFQ Grant Management Services Under CDBG-DR for
Puerto Rico
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EHP Consultant	1	195	\$165.00	\$32,175.00	\$386,100.00
EHP PM	1	195	\$115.00	\$22,425.00	\$269,100.00
EHP Associate	2	195	\$85.00	\$33,150.00	\$397,800.00
428 Lead	1	195	\$150.00	\$29,250.00	\$351,000.00
428 PM	1	195	\$115.00	\$22,425.00	\$269,100.00
428 Associate	2	195	\$85.00	\$33,150.00	\$397,800.00
S.3 and Fair Housing Lead	1	195	\$125.00	\$24,375.00	\$292,500.00
S.3 and Fair Housing PM	1	195	\$105.00	\$20,475.00	\$245,700.00
S.3 and Fair Housing Associate	2	195	\$75.00	\$29,250.00	\$351,000.00
External Relations Lead	1	195	\$150.00	\$29,250.00	\$351,000.00
External Relations PM	1	195	\$110.00	\$21,450.00	\$257,400.00
External Relations Associate	1	195	\$85.00	\$16,575.00	\$198,900.00
Training Lead	1	195	\$150.00	\$29,250.00	\$351,000.00
Training PM	8	195	\$95.00	\$148,200.00	\$1,778,400.00
Training Associate	7	195	\$85.00	\$116,025.00	\$1,392,300.00
IT Lead	1	195	\$155.00	\$30,225.00	\$362,700.00
IT PM	2	195	\$130.00	\$50,700.00	\$608,400.00
IT Associate	3	195	\$105.00	\$61,425.00	\$737,100.00
Senior Analyst	5	195	\$75.00	\$73,125.00	\$877,500.00
Analyst Associate	15	195	\$53.00	\$155,025.00	\$1,860,300.00
Sub-Total Positions - Year 1				\$3,276,975.00	\$39,323,700.00
YEAR 2					
Senior Program Manager	3	195	\$200.00	\$117,000.00	\$1,404,000.00
Program Manager Assistant	5	195	\$140.00	\$136,500.00	\$1,638,000.00
Senior Policy Consultant	4	195	\$170.00	\$132,600.00	\$1,591,200.00
Policy Consultant Assistant	10	195	\$105.00	\$204,750.00	\$2,457,000.00
Senior Compliance Consultant	1	195	\$200.00	\$39,000.00	\$468,000.00
Compliance Consultant Assistant	5	195	\$105.00	\$102,375.00	\$1,228,500.00
Senior Procurement Consultant	1	195	\$165.00	\$32,175.00	\$386,100.00
Procurement Consultant Assistant	10	195	\$105.00	\$204,750.00	\$2,457,000.00
Senior Financial Consultant	1	195	\$190.00	\$37,050.00	\$444,600.00
Financial Consultant Assistant	10	195	\$105.00	\$204,750.00	\$2,457,000.00
Senior Operations Consultant	1	195	\$185.00	\$36,075.00	\$432,900.00
Operations Consultant Assistant	10	195	\$105.00	\$204,750.00	\$2,457,000.00
DOB Lead	1	195	\$150.00	\$29,250.00	\$351,000.00
DOB PM	2	195	\$115.00	\$44,850.00	\$538,200.00
DOB Associate	6	195	\$75.00	\$87,750.00	\$1,053,000.00
Eligibility Lead	1	195	\$150.00	\$29,250.00	\$351,000.00
Eligibility PM	2	195	\$115.00	\$44,850.00	\$538,200.00
Eligibility Associate	6	195	\$75.00	\$87,750.00	\$1,053,000.00
Housing Management Lead	1	195	\$190.00	\$37,050.00	\$444,600.00
Housing Management PM	3	195	\$130.00	\$76,050.00	\$912,600.00

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Housing Management Associate	10	195	\$85.00	\$165,750.00	\$1,989,000.00
Econ Dev Lead	1	195	\$160.00	\$31,200.00	\$374,400.00
Econ Dev PM	2	195	\$120.00	\$46,800.00	\$561,600.00
Econ Dev Associate	3	195	\$85.00	\$49,725.00	\$596,700.00
Green Energy Lead	1	195	\$145.00	\$28,275.00	\$339,300.00
Green Energy PM	2	195	\$115.00	\$44,850.00	\$538,200.00
Green Energy Associate	3	195	\$75.00	\$43,875.00	\$526,500.00
EHP Consultant	1	195	\$165.00	\$32,175.00	\$386,100.00
EHP PM	1	195	\$115.00	\$22,425.00	\$269,100.00
EHP Associate	2	195	\$85.00	\$33,150.00	\$397,800.00
428 Lead	1	195	\$150.00	\$29,250.00	\$351,000.00
428 PM	1	195	\$115.00	\$22,425.00	\$269,100.00
428 Associate	2	195	\$85.00	\$33,150.00	\$397,800.00
S.3 and Fair Housing Lead	1	195	\$125.00	\$24,375.00	\$292,500.00
S.3 and Fair Housing PM	1	195	\$105.00	\$20,475.00	\$245,700.00
S.3 and Fair Housing Associate	2	195	\$75.00	\$29,250.00	\$351,000.00
External Relations Lead	1	195	\$150.00	\$29,250.00	\$351,000.00
External Relations PM	1	195	\$110.00	\$21,450.00	\$257,400.00
External Relations Associate	1	195	\$85.00	\$16,575.00	\$198,900.00
Training Lead	1	195	\$150.00	\$29,250.00	\$351,000.00
Training PM	8	195	\$95.00	\$148,200.00	\$1,778,400.00
Training Associate	7	195	\$85.00	\$116,025.00	\$1,392,300.00
IT Lead	1	195	\$155.00	\$30,225.00	\$362,700.00
IT PM	2	195	\$130.00	\$50,700.00	\$608,400.00
IT Associate	3	195	\$105.00	\$61,425.00	\$737,100.00
Senior Analyst	5	195	\$75.00	\$73,125.00	\$877,500.00
Analyst Associate	15	195	\$53.00	\$155,025.00	\$1,860,300.00
Sub-Total Positions - Year 2				\$3,276,975.00	\$39,323,700.00
YEAR 3					
Senior Program Manager	3	195	\$200.00	\$117,000.00	\$1,404,000.00
Program Manager Assistant	5	195	\$140.00	\$136,500.00	\$1,638,000.00
Senior Policy Consultant	4	195	\$170.00	\$132,600.00	\$1,591,200.00
Policy Consultant Assistant	10	195	\$105.00	\$204,750.00	\$2,457,000.00
Senior Compliance Consultant	1	195	\$200.00	\$39,000.00	\$468,000.00
Compliance Consultant Assistant	5	195	\$105.00	\$102,375.00	\$1,228,500.00
Senior Procurement Consultant	1	195	\$165.00	\$32,175.00	\$386,100.00
Procurement Consultant Assistant	10	195	\$105.00	\$204,750.00	\$2,457,000.00
Senior Financial Consultant	1	195	\$190.00	\$37,050.00	\$444,600.00
Financial Consultant Assistant	10	195	\$105.00	\$204,750.00	\$2,457,000.00
Senior Operations Consultant	1	195	\$185.00	\$36,075.00	\$432,900.00
Operations Consultant Assistant	10	195	\$105.00	\$204,750.00	\$2,457,000.00
DOB Lead	1	195	\$150.00	\$29,250.00	\$351,000.00

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DOB PM	2	195	\$115.00	\$44,850.00	\$538,200.00
DOB Associate	6	195	\$75.00	\$87,750.00	\$1,053,000.00
Eligibility Lead	1	195	\$150.00	\$29,250.00	\$351,000.00
Eligibility PM	2	195	\$115.00	\$44,850.00	\$538,200.00
Eligibility Associate	6	195	\$75.00	\$87,750.00	\$1,053,000.00
Housing Management Lead	1	195	\$190.00	\$37,050.00	\$444,600.00
Housing Management PM	3	195	\$130.00	\$76,050.00	\$912,600.00
Housing Management Associate	10	195	\$85.00	\$165,750.00	\$1,989,000.00
Econ Dev Lead	1	195	\$160.00	\$31,200.00	\$374,400.00
Econ Dev PM	2	195	\$120.00	\$46,800.00	\$561,600.00
Econ Dev Associate	3	195	\$85.00	\$49,725.00	\$596,700.00
Green Energy Lead	1	195	\$145.00	\$28,275.00	\$339,300.00
Green Energy PM	2	195	\$115.00	\$44,850.00	\$538,200.00
Green Energy Associate	3	195	\$75.00	\$43,875.00	\$526,500.00
EHP Consultant	1	195	\$165.00	\$32,175.00	\$386,100.00
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428 Associate	2	195	\$85.00	\$33,150.00	\$397,800.00
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Training Associate	7	195	\$85.00	\$116,025.00	\$1,392,300.00
IT Lead	1	195	\$155.00	\$30,225.00	\$362,700.00
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IT Associate	3	195	\$105.00	\$61,425.00	\$737,100.00
Senior Analyst	5	195	\$75.00	\$73,125.00	\$877,500.00
Analyst Associate	15	195	\$53.00	\$155,025.00	\$1,860,300.00
Sub-Total Positions - Year 3				\$3,276,975.00	\$39,323,700.00
Services Total					\$117,971,100.00

Notes:

- (1) Hourly Rates include overhead and profit.
- (2) This breakdown is a mathematical representation of the Contract Costs. The price includes all labor, equipment, materials, incidental work, overhead, profit, insurance, mobilization, etc.
- (3) Proposers shall submit a budget for each year of the three years of the Contract term and a total cost.

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Exhibit N – Cost Form
RFQ Grant Management Services Under CDBG-DR for
Puerto Rico
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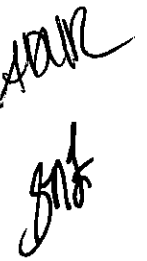
Proposer's Signature

2-19-19

Date

S. Neil Forbes

Proposer's Printed Name



Comparison of HORNE's Final Price to Other Similar Services

HORNE conducted a comprehensive analysis to adjust and affirm its best and final offer. The costs to deliver the RFQ's specific scope of services, local labor market, industry standards, similar COR3 contracts, and similar CDBG-DR staff augmentation contracts were each considered in detail.

The following matrix demonstrates that comparison of HORNE's final price to other recovery vendors' published contract rates for similar services. Our goal was to understand how our competition may have priced PRDOH's scope of work. Each vendors' contract hourly rates were applied to PRDOH's labor categories and projected over 3-year term to calculate the approximate costs of other vendors for PRDOH's grant management services. The comparison matrix below clearly highlights the reasonableness of HORNE's final offer.

As demonstrated in the matrix, HORNE's final offer is significantly less expensive than similar services procured by other CDBG-DR grantees or COR3. Also, HORNE offers more successful CDBG-DR experience than any other vendor in the industry. HORNE is the best value to PRDOH considering other similar CDBG-DR or COR3 recovery contracts, the nature of the services needed, and the experience required to execute within the timelines imposed upon PRDOH.

Comparison of HORNE's Final Price to Other Similar Services

PRDOH Requested Position	PRDOH Requested Quantity of Resources	Historical Rates		
		ICF New Jersey Rates ¹	ICF COR3 Rates ²	Deloitte COR3 Rates ³
Sr. Program Mgr.	11	\$264.55	\$258.00	\$249.00
Program Mgr./Ass't Lead	50	\$205.77	\$194.00	\$188.50
Sr. Consultant	11	\$205.77	\$222.00	\$291.35
Project Mgr.	25	\$168.15	\$160.00	\$165.00
Project Associate	45	\$109.81	\$104.00	\$95.00
Sr. Analyst	5	\$79.61	\$72.00	\$92.25
Analyst Associate	15	\$61.89	\$55.00	\$41.00
Projected PRDOH Services Total (Using Historical Rates)	162	\$182,054,012.40	\$172,656,900.00	\$168,858,939.60

HORNE BAFO Services Total	ICF Projected Total	ICF Rates Projected Total	Deloitte Projected Total
\$117,971,100.00	\$182,054,012.40	\$172,656,900.00	\$168,858,939.60

¹ Awarded By: State of New Jersey Department of the Treasury Division of Purchase and Property; Scope of Service: CDBG-DR staff augmentation; Contract: 3/26/2014 - 3/25/2017; Publication Link: https://nj.gov/comptroller/sandytransparency/contracts/pdf/4cdep_proposal.pdf

² Awarded By: Puerto Rico Central Recovery and Reconstruction Office; Scope of Service: Project formulation and grant management services; Contract: 6/7/2018 - 6/30/2021; Publication Link: <https://recovery.pr/Contracts.aspx>

³ Awarded By: Puerto Rico Central Recovery and Reconstruction Office; Scope of Service: Organizational assistance and governance; establishment of processes, procedures, and controls; financial management and auditing; reporting and monitoring; closeout; Contract: 6/7/2018 - 6/30/2021; Publication Link: <https://recovery.pr/Contracts.aspx>

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Regulatory Requirements

Along with PRDOH's procurement requirements, this award is further governed by Federal Acquisition Regulations¹ as well as Administrative Principles². These specific regulations require that:

1. The final cost accepted by PRDOH be reasonable based on the expertise required to provide CDBG-DR services, and that the GSA order placed **"...be with the schedule contractor that represents the best value"**³; and,
2. Any award must be made **"... only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources."**

Considering both requirements, PRDOH must award to the contractor that represents the best value and is able to successfully perform the contract scope.

Under these same governing regulations, other successful CDBG-DR grantees have established pricing guidelines to support their vendor selection. As a recent example, in 2019, Louisiana's Office of Community Development Disaster Recovery Unit (LA OCD-DRU) solicited services to support the administration of its CDBG-DR Restore Louisiana Program. Understanding the experience required and the costs a vendor would incur to launch the project, **LA OCD-DRU would not allow extremely low rates understanding that low rates would provide inexperienced team members that may jeopardize**

the program's success.⁴ Expressly in the RFP, Louisiana established a proposal as non-responsive if a price was based on any rate less than \$50. The industry realizes higher prices will be incurred to successfully deliver these complex programs with qualified professionals.

LA OCD-DRU:

"If any part of the Cost Proposal...includes rates or unit costs \$0-\$50... then the proposal will be considered NON-RESPONSIVE."

¹ See FAR 8.405-2(d) and 8.404(d).

² See 2 CFR 200.318.

³ See FAR 8.404(d).

⁴ See page 78 of RFP#: 107140-055 (<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/dspBid.cfm?search=department&term=76>)

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Moreover, Puerto Rico's Supreme Court has opined to support the same conclusion⁵: when cost proposals are far below the procuring entity's cost estimates, it is improbable to carry out the work according to that cost proposal.

Accordingly, PRDOH should adhere to its governing law and the same industry standard to avoid awards to irresponsible providers. An award based on an unreasonably low price will jeopardize the program given the risk of noncompliance and, ultimately, contract breach.

Conclusion

HORNE offers PRDOH more than a decade of understanding what it will take to deliver your CDBG-DR programs. Our best and final offer is built on our insight of the execution requirements to fulfill PRDOH's scope of services, precedent established from contracts awarded for similar size and scope, and our successful experience administering CDBG-DR programs. Our total price proposal has been reduced from \$148,093,920 to \$117,971,100. Thus it is more than reasonable when compared to other total prices for same/similar services in other jurisdictions and supports a best value offering. We appreciate your consideration and trust in HORNE to deliver for Puerto Rico.



⁵ Empresas Toledo v. Junta de Subastas, 168. D.P.R. 771 (2006)

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GRANT MANAGEMENT SOFTWARE SUBSCRIPTION COSTS

The HORNE team proposes to provide Information Technology software with Canopy to support the management of the Puerto Rico CDBG – DR program. These systems will include but not be limited to Grant Program Administration and recordkeeping, Financial management, program workflow, controls, compliance tracking and reporting. The HORNE team will provide the staff needed to gather program requirements, develop, and deploy the necessary systems under the Canopy environment to manage PRDOH programs from application to project closeout.

The HORNE team will prioritize and deliver components of the grant management tools over a period of 12 months as programs deploy. After full system deployment, further customization would be identified through the HORNE team technical support staff and routed through the operations team to evaluate the need with PRDOH. Our price includes 500 hours per month of customized development and technical support. PRDOH may approve customization beyond 500 hours at any time, but the supplemental development may come at an additional cost.

Canopy supports access for an unlimited number of users. HORNE provides unlimited user licenses for employees of PRDOH, OIG, HUD, and the HORNE team. Our price includes Canopy licenses for up to 500 additional users associated with subrecipients, sub grantees, vendors, and other users approved by PRDOH. Additional user licenses may be added at PRDOH's direction for \$500 per user, per year. The HORNE team helpdesk staff will assist PRDOH staff and contractors with desktop or web client access. The Canopy environment is accessed through Secure Sockets Layer (SSL) protocol, supporting access through most modern browsers from any computer with an internet connection. The system does not need to be accessed from a HORNE computer or network. Our price does not include hardware at the user level, network hardware or connectivity costs for users, other than the HORNE team.

Training will be provided under separate agreement based on needs identified.

	Quantity	Years	Maximum Monthly Cost	Maximum Annual Cost
IT Deployment	1	1	\$2,500,000.00	\$2,500,000.00
Monthly Technical Support and Custom Development	12	3	\$70,000.00	\$2,520,000.00
Annual Canopy User License	500	3	\$500.00	\$750,000.00
Total Estimated Subscription Cost for the Grant Management System				\$5,770,000.00


Proposer's Signature

November 13, 2018
Date

S. Neil Forbes
Proposer's Printed Name

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SCOPE OF WORK
Request for Quotations
Grant Management Services
Community Development Block Grant – Disaster Recovery

1. Scope of Work:

The Contractor will be responsible for completing the following activities:

GRANT ADMINISTRATION, POLICIES AND PROCEDURES, MONITORING AND COMPLIANCE:

- 1.1. Support and assist PRDOH in the establishment of CDBG-DR objectives, performance, compliance and monitoring standards and procedures for all CDBG-DR related activities, in accordance with CDBG-DR, HUD, and other applicable federal and local requirements rules and regulations.
- 1.2. Support and assist PRDOH in the establishment of preparedness and mitigation measures and development of best practices, for all CDBG-DR related activities, in accordance with CDBG-DR, HUD, and other applicable federal and local requirements rules and regulations.
- 1.3. Support and assist PRDOH in the development and monitoring of required policies and procedures for the CDBG-DR grant. Proposer shall also support and assist PRDOH in the establishment of quality control and quality assurance procedures.
- 1.4. Support and assist PRDOH in the establishment of policies and procedures related to the prohibition of duplication of benefits and in the auditing and monitoring of duplication of benefits.
- 1.5. Support and assist PRDOH in all phases of the CDBG-DR grant management process, which includes, but is not limited to, (i) assessing compliance of the financial management systems; (ii) ensuring responsible and accountable use of grant funds; (iii) ensuring that CDBG-DR funds are not being comingled with non CDBG-DR funds; (iv) ensuring transparent and authorized use of all CDBG-DR funds; (v) guarding against fraud waste, abuse, and ineligible use of funds; (vi) ensuring that performance is in compliance with grant requirements; (vii) ensuring that all key performance indicators are being properly monitored and addressed quickly and resolved effectively; (viii) assisting with the management of the financial management systems; (ix) assisting with the management of the project(s) period of performance schedule(s); (x) evaluating ongoing status reports, final reports and other deliverable products required under the CDBG-DR grant, and; (xi) assisting in grant close-out procedures.
- 1.6. Support and assist PRDOH in the CDBG-DR grant oversight, management, supervision and compliance monitoring process and system that involves an ongoing process of planning, implementation, performance and communication follow-up. The objectives for the programmatic/contractual oversight, management, supervision and compliance monitoring will be to: (i) determine and assure that municipalities, partners, subrecipients, subgrantees, contractors and managers are carrying out their projects, programs and/or scopes of work or services as described in their respective contracts or agreements; (ii) determine and assure that municipalities, partners subrecipients, subgrantees, contractors and managers comply with CDBG-DR, HUD, and other

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applicable federal and local requirements, rules and regulations; (iii) determine and assure that municipalities, partners subrecipients, subgrantees, contractors and managers are carrying out their projects, programs and/or scopes of work or services on schedule or in a timely manner and within budget; (iv) determine if municipalities, partners, subrecipients, subgrantees, contractors and managers are conducting their projects, programs and/or scopes of work or services with adequate control over program and financial performance and in a way that minimizes the opportunity for fraud, waste and abuse; (v) identify problem areas and assist municipalities, partners, subrecipients, subgrantees, contractors and managers in applicable requirements, and; (vi) provide adequate follow-up measures in the form of quality improvement plans and corrective actions to ensure performance and compliance deficiencies are corrected and not repeated.

- 1.7. Support and assist PRDOH in overseeing and coordinating the grant administration, as well as daily activities and tasks.
- 1.8. Support and assist PRDOH in the compliance with procurement regulations and policies and in overseeing procurement processes to ensure the award processes are fair and meet applicable rules and regulations.
- 1.9. Support and assist PRDOH and program management contractors in the establishment of a claims, appeals and resolution procedures for all programs. Proposer shall review and provide guidance and recommendations on claims.
- 1.10. Support and assist PRDOH in the development, monitoring and recommend modifications of the CDBG-DR grant master management and operations plan and schedule.
- 1.11. Proposer shall prepare, monitor, enforce and oversee work schedules for the CDBG-DR activities, including, but not limited to, construction schedules for all programs approved in the CDBG-DR Action Plan and subsequent amendments.
- 1.12. Proposer shall complete all monitoring and compliance related to all CDBG-DR activities.

STAFF AUGMENTATION:

- 1.13. Support and assist PRDOH with the establishment and implementation of staff augmentation strategies to ensure that the existing CDBG-DR fund allocation and the upcoming CDBG-DR fund allocations are adequately administered and implemented in accordance with CDBG-DR, HUD, and other applicable federal and local requirements, rules and regulations.
- 1.14. Proposer shall possess the professional and technical staff necessary to perform and implement staff augmentation strategies and services and the staff shall have sufficient skills, qualifications and experience to perform the services assigned to them. At a minimum, Proposer shall have available and/or be make available through staff augmentation strategies, the qualified staff to occupy the positions identified in **Attachment 4** of this RFQ. Proposer shall ensure that its staff performs all their corresponding and applicable responsibilities.

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- 1.15. Proposer shall have available in its staff and/or make available through staff augmentation strategies the staff with the necessary expertise in CDBG-DR to adequately manage, oversee and assure adequate performance and compliance of the various eligible activities to be carried out in accordance with the Action Plan, such as, housing, infrastructure, construction, planning projects and other CDBG-DR related activities. Proposer shall have understanding of all programs and/or projects and/or eligible activities included in the Action Plan in order to assist and provide its grant management services from the intake/application receipt process to the project/program conclusion/closeout.
- 1.16. Proposer shall provide an adequate number of qualified key personnel and staff located at the offices of PRDOH, as needed, to assist PRDOH in CDBG-DR related activities. This key personnel and staff should be able to communicate in oral and written Spanish language.

DOCUMENT COMPLIANCE:

- 1.17. Support and assist PRDOH in oversight and monitoring of the distribution of funds, including, documentation compliance. Proposer shall work with the PRDOH and program management contractors in order to determine documentation that must accompany requests for payment and assist in the review for completeness, compliance and accuracy of all pay request documents.
- 1.18. Proposer shall ensure timely submission of all required documentation, including, but not limited to, financial reports; performance reports by eligible activities carried out; budget and expenditures reports by eligible activities carried out; work progress, costs and scheduling reports; resolution of findings, resolution of recommended changes, implementation of policies and resolution of issues affecting performance.
- 1.19. Proposer shall ensure timely submission and compliance with all required documentation, both for PRDOH and at the municipalities, partners, subrecipients, subgrantees, contractors and managers level, for proper submission, dissemination of information, as well as for proper record keeping. Proposer shall then provide, as needed, compliance oversight and technical assistance to PRDOH, municipalities, partners, subrecipients, subgrantees, contractors and managers, and review the documents for proper content and ensure information is complete, accurate and issued in a timely manner.
- 1.20. Support and assist PRDOH in the sufficient and appropriate document control and management initiatives and programs to meet financial management and all other documentation requirements for CDBG-DR grants. Proposer shall implement such document control initiatives and programs.
- 1.21. Proposer is required to maintain all documents, communications of any kind that relates in any manner to the CDBG-DR allocation for Puerto Rico for a minimum period of five (5) years following grant closeout. Proposer shall provide protective storage and provide reports and electronic copies to the federal and local government, as required and/or requested.
- 1.22. As requested, Proposer shall conduct desk reviews of the documentation supporting the program reports for accuracy and compliance and shall develop compliance

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checklists and other tools to assist with the compliance and oversight required by the CDBG-DR grant.

- 1.23. Support and assist PRDOH in review and revision of any CDBG-DR related contracts for CDBG-DR compliance, and shall be available to explain contract to all related stakeholders.

MEETINGS, REPORTS, DATA MANAGEMENT SOFTWARE SYSTEM AND EXTERNAL COMMUNICATIONS:

- 1.24. Proposer shall represent PRDOH in meetings and participate in meetings as required by HUD, the Federal Government and/or the PRDOH, including, but not limited to, meetings with municipalities, partners, subrecipients, subgrantees, contractors and managers.
- 1.25. Proposer shall monitor and report any identified or suspected instances of non-compliance with CDBG-DR, HUD, and other applicable federal and local requirements, rules and regulations, as well as suspected fraud to PRDOH.
- 1.26. Proposer shall provide (i) a monthly status of each eligible activity being carried out, including monitoring of the budget, schedule and performance against contract metrics, and; (ii) assist PRDOH in official presentations and federal quarterly reporting requirements.
- 1.27. Proposer shall provide the following: (i) issues impacting each eligible activity being carried out, including reported problems, lagging performance, communication issues, etc., and the action being taken to resolve them; (ii) identification of risks associated with each eligible activity being carried out and the action being taken to mitigate, avoid or reduce them; (iii) deliverables completed to date and those scheduled for completion; (iv) resources available to deliver services, including staff and structure, technology and budget, identification of constraints affecting delivery and institution of corrective actions; (v) prepare high level presentations and briefs upon demand; (vi) carry out PRDOH and/or the Government of Puerto Rico reporting obligations under the CDBG-DR grant.
- 1.28. Proposer shall have knowledge and expertise in HUD's Disaster Recovery Grant Reporting System (DRGR System) and its five (5) modules, i.e., (i) Admin Module – User management and monitoring; (ii) Action Plan Module – Funded project and activities; (iii) Drawdown Module – Access grant fund and program income; (iv) QPR Module – Report accomplishments; (v) Reports Module – Data analytics tool (Microstrategy). Proposer shall program and execute reporting requirements through the DRGR System and through any other federal reporting system required by the federal government.
- 1.29. Provide and maintain, at no cost to PRDOH, the data software system required in Section 6.2.3 of the RFQ. Proposer shall have expertise in disaster recovery data management.
- 1.30. Proposer shall ensure that all CDBG-DR grant information including, but not limited to, financial information, is available at all times in one comprehensive, secure, and user-

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friendly electronic environment. Financial information includes, but is not limited to, budgeted amount for each eligible activity, CDBG-DR funds drawn to date, CDBG-DR funds expended to date.

- 1.31. Proposer shall assist PRDOH and its procured public relations firm in content preparation for external communications, including, news releases, conferences and web content in relation to the CDBG-DR.

TRAININGS AND SUPERVISION:

- 1.32. Proposer shall conduct periodic trainings to local staff and/or to municipalities, partners, subrecipients, subgrantees, contractors and managers, as needed, to ensure compliance with funding regulations and requirements, including, CDBG-DR grant and local administrative practices, to meet performance objectives and ensure adherence to all applicable regulations and requirements. When major changes in policy or requirements occur, Proposer shall prepare the necessary training materials and effectively communicate the changes.
- 1.33. Support and assist PRDOH in monitoring, supervising and evaluating the CDBG-DR Program Manager(s) and shall provide oversight, guidance and technical expertise to CDBG-DR Program Manager(s).
- 1.34. Proposer shall ensure, monitor and oversee, through the qualified personnel or staff: (i) OSHA compliance and supervision of job site safety; (ii) environmental assessments, when and where needed, are completed; (iii) fraud prevention and abuse practices are in place and being implemented; (iv) local and federal permit(s) clearance; (v) environmental compliance; (vi) submission of all HUD required forms.
- 1.35. Proposer shall ensure municipalities, partners, subrecipients, subgrantees, contractors and managers comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act, Fair Housing and Equal Opportunity Standards and all other applicable federal and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of their respective contracts or agreements.
- 1.36. Proposer shall ensure that all municipalities, partners, subrecipients, subgrantees, contractors, managers, and any entities receiving CDBG-DR funds are aware of and are compliant with any regulatory requirements associated with the funds.
- 1.37. Support and assist PRDOH in the evaluation of applications by municipalities, partners, subrecipients and/or subgrantees including, but not limited to, eligibility and prioritization and that applicant files are complete and maintained as part of the document control and management system. Proposer shall monitor municipalities, partners, subrecipients and/or subgrantees receiving CDBG-DR funds to meet the accounting, transparency, reporting, job creating, contracting and any other applicable requirements through proper oversight, outreach and technical assistance.

RISK MANAGEMENT ASSESSMENTS:




- 1.38. Proposer shall provide risk management assessments in relation to the CDBG-DR grant.

REVIEWING, PROCESSING, TRACKING AND MONITORING OF INVOICES AND REQUESTS FOR PAYMENTS:

- 1.39. Proposer shall review, process, and track and monitor all invoices and/or requests for payments for other contractors under CDBG-DR and forward the results of these reviews and processes to PRDOH.

CLOSEOUT AND OTHER GRANT MANAGEMENT DUTIES:

- 1.40. Proposer shall assist in all project/program closeout tasks and submissions and ensure that all closeout documents are prepared and submitted as required. Proposer shall ensure that compliant procedures are followed with documents maintained and provided in order to satisfy HUD and other federal audit requirements, resulting in an audit financial report of all CDBG-DR related activities, including electronic copies of all supporting documents.
- 1.41. Proposer shall perform any other grant management duty or need, when requested, in order to assure compliance with CDBG-DR grant, HUD and/or any other applicable federal and local requirements, rules and regulations and/or HUD requests under the grant. Proposer shall also provide additional resources, as requested, to appropriately and timely respond to any other grant management duty or need.

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Grant Management Service
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing
Secretary for Legal Affairs
Insurance Section

SPECIAL INSURANCE AND BONDING SPECIFICATIONS
FOR PROFESIONAL SERVICES

LICITATION NUMBER: CDBG-DR-GSA E-BUY-RFQ #1335494

A. All bidders will submit a BID BOND

The bid will be accompanied of a bid bond of five percent (5%) of the amount of the bid and option of the bidder, which will be able to be by means of:

- a. Certified check, or
- b. Bank draft

The Bid Bond must be issued by a surety appearing in the latest US Department of Treasury's Listing of Approved Sureties (Circular Letter 571) and authorized to do business in Puerto Rico.

B. The successful bidder before commencing work or receiving a written notice to proceed with, or being allowed to start to work, must submit to the **Local Housing Authority* (Department of Housing, Puerto Rico Public Housing Administration) (LHA*)** original and two (2) certified copies of the hereafter mentioned insurance policies and/or bonds, thus including all endorsements and agreements required under the special contractual conditions as per the following:

1. (X) State Insurance Fund Workmen's Compensation Insurance Policy

In accordance with the Workmen's Compensation Act No. 45, to facilitate its acquisition, the *LHA shall provide a letter to the contractor addressed to the State Insurance Fund.

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2. (X) Commercial General Liability (Broad Form) including the following Insurance Coverage

COVERAGE		LIMIT
I.	Commercial General Liability:	\$1,000,000.00
	• General Aggregate	\$2,000,000.00
	• Products & Complete Operations	\$1,000,000.00
	• Personal Injury & Advertising	\$1,000,000.00
	• Each Occurrence	\$1,000,000.00
	• Fire Damage	\$100,000.00 (Any one Fire)
	• Medical Expense	\$10,000 (Any one person)
II.	Employer's Liability Stop Gap:	
	• Bodily Injury by Accident Each Employee Each Accident	\$1,000,000.00 \$1,000,000.00
	• Bodily Injury by Disease Each Employee Each Accident	\$1,000,000.00 \$1,000,000.00
III.	Personal Property under care, custody and control:	\$1,000,000.00

3. (X) Crime Insurance

COVERAGE REQUIRED	
IV.	Employee Dishonesty
	• Limit - \$1,000,000 Per Occurrence
	• Deductible \$5,000 Per Occurrence
V.	Forgery & Alteration Form
	• Limit - \$1,000,000 Per Occurrence
	• Deductible \$25,000 Per Occurrence
VI.	Theft, Disappearance & Destruction (Inside/Outside)
	• Limit - \$1,000,000 Per Occurrence
	• Deductible \$25,000 Per Occurrence
VII.	Computer Fraud
	• Limit - \$1,000,000 Per Occurrence
	• Deductible \$25,000 Per Occurrence

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4. (X) Comprehensive Automobile Liability Form including the following insurance coverages

LIMIT
<ul style="list-style-type: none"> • Auto Liability - \$1,000,000.00 • Physical Damages - \$1,000,000.00 • Medical Payments - \$10,000.00
The Commercial Auto cover must be applied to the following symbols:
<ul style="list-style-type: none"> • Liability Coverage -1 • Physical Damages – 2 and 8 • Hired – Borrowed Auto - 8 • Non-Owned Auto Liability - 9

5. (X) Professional General Liability and/or Errors and Omissions Policy

(X) A. Risk, interest, location and limits

(X) A.1 Description of work to be done.

(X) A.2 Limit:

(x) each occurrence \$5,000,000.00

(x) aggregate \$10,000,000.00

(x) deductible \$400,000.00

(X) A.3 Certification that the insurance contract has been given as surplus lines coverage under the Commonwealth Insurance Code, when applicable.

6. (X) Umbrella

Limit - \$10,000,000.00

7. () Payment and Performance Bond

() a. A document for the total cost of the project under contract.

() b. These bond must be issued by a surely appearing in the latest US Department of Treasury's Listing of Approved Sureties (Circular letter 570) and authorized to do business in Puerto Rico.

() c. Re-Insurance Agreements: The Acceptable Guarantor Company must provide the *LHA with a Certificate of Re-Insurance Agreement listing the names of all participating guarantors, indicating the corresponding percentage (%) share of each of the risk pursuant to

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its written agreement. These must be listed in the latest Federal Register as Acceptable Trust Companies for Federal Bonds.

() d. Certificate of Authority, Power of Attorney and Power of Attorney License issued by the Commissioner of Insurance.

8. (X) The policies to be obtained must contain the following endorsements including as additional insured the **Puerto Rico Department of Housing, U.S. Department of Housing and Urban Development (HUD)** and the **Government of Puerto Rico**.

- (X) a. Breach of warranty
- (X) b. Waiver and / or Release of Subrogation
- (X) c. Additional Insured Clause
- (X) d. Hold Harmless Agreement
- (X) e. 90 Days Cancellation Clause

9. (X) The insurance carrier or carriers which will present said certificates of insurance must have a least a B+ rating according to the Best Rating Guide.

C. TERMS AND CONDITIONS

1. All certified checks or bank drafts must be paid to the Order of the Bidding Agency.
2. All Bid Bonds must be issued by Insurance Company authorized by the Insurance Commissioner of Puerto Rico and must be accompanied by the following documents:
 - i. Certificate of Authority in the name of the Insurer issued by the Insurance Commissioner.
 - ii. Power of Attorney, issued by the Insurer, in the name of its attorney-in-fact.
 - iii. Power of Attorney License, issued by the Commissioner of Insurance pursuant to the power of attorney issued by Insurer.
 - iv. If, at the time the bidding documents are opened, any of the documents referred to in paragraphs a, b and c above are missing, this shall not constitute grounds for disqualifying the contractor, but the successful bidder shall submit such documents within two (2) days from the date and time of the auction.
 - v. It is implicit that, by issuing the Bid Bond, the insurer undertakes to issue a Performance and Payment Bond in accordance with the conditions of the auction.
 - vi. In any bidding or protest, the interest party shall be obligated to write down each risk with its individual cost of premium and shall then reflect the total sum of all insurance premiums as project cost.

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D. IMPORTANT NOTICE TO INSURANCE AND SURETY COMPANIES AND THEIR REPRESENTATIVES

All insurance companies and all guarantors who issue policies or bonds under our special contractual conditions are subject to:

1. Be authorized to do business within the Commonwealth of Puerto Rico and have the corresponding license issued by the Commissioner of Insurance.
2. To be enjoying a good economic situation and to be classified under the Category of B+ by the "Best Rating Guide".
3. Submit to the **LHA* a written certification as evidence of full payment of premiums by the Contractor. Mention each risk coverage premium separately.
4. Avoid sub-contractual obligations of premium financing or any other kind, which may be detrimental to the public interest.
5. Avoid any request for cancellation by the contractor prior to the expiration date of the policy, without the consent of the Insurance Section of the **LHA*: Discuss any refund of unearned premium.
6. Follow all Federal Bail and Acceptance Insurance Regulations, when applicable.
7. Indicate in the appropriate place of all insurance policies and/or bonds, the full description of the project, work or service to be rendered.
8. Not to make any amendments to insurance policies and bonds issued under the special conditions mentioned above, unless approved by the Insurance Section of the Department of Housing.
9. To ensure that all insurance policies or bonds are issued to comply with all of our special insurance conditions with respect to the period of coverage, type of risk coverage, as well as all limits, as specified, and also to eliminate those exclusions in accordance with our request.
10. Clarify any questions regarding insurance requirements by any means of communication with the Insurance Section of the Department of Housing under the Secretary for Legal Affairs.

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E. EVIDENCE OF INSURANCE COVERAGE OF EACH SUBCONTRACTOR TO BE SUBMITTED BY CONTRACTOR:

The prime contractor, has the duty to require each of the subcontractors or subcontractors to maintain in force all insurance policies and/or bonds necessary to cover their individual participation in the risk or risks related to the subcontracted work or service to be rendered.

Therefore, we emphasize that prior to commencing work or receiving written notice to proceed with such work or being authorized to commence work, the successful prime contractor has the responsibility to provide the *LHA with evidence to the effect that all insurance and/or bonds required under the special conditions or required under the sub-contract to each of the sub-contractors or sub-sub-contractors are current and duly approved by the Insurance Section of the *LHA.

All insurance policies shall remain in effect for the entire contractual period, so that with any order of change and/or amendment resulting in alteration of the original project completion date or total original cost, the prime contractor shall take the necessary steps to request the insurer to include such changes in all related insurance policies and/or bonds and to submit evidence by appropriate endorsements with effective dates. Cancellations without consent are not accepted.

The *LHA reserves the right to stop any work or service under contract until the breach of these requirements has been remedied, so that any delay in the performance of the contract based on any breach of the insurance coverage requirements shall be deemed the sole responsibility of the Main Contractor.

F. CONFLICT OR DIFFERENCE BETWEEN THE SPECIFICATIONS OF THE TENDERING PROCEDURE AND SPECIAL INSURANCE CONDITIONS AND BONDS, FORM DV-OSPA-78-5

In the event of any conflict or difference in the description of coverage or in amounts or limits, etc., with respect to insurance requirements, the "Special Conditions of Insurance and Bonds" as set forth in this Form (DV-OSPA-78-5) shall prevail over any other insurance specifications.

G. CERTIFICATE OF INSURANCE SECTION

We hereby certify, to our best knowledge and understanding, that we have prepared the aforementioned "Insurance and Bonds Special Conditions" after a proper evaluation of the related risks, based on the information of the nature of the project

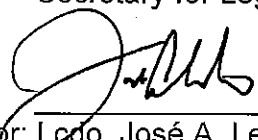
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and description submitted to us, as requested by the Contracting Program through a written application.



DESCRIPTION OF THE SERVICES: Grant Management Service

April 2, 2019
Date

Arlyn Rodríguez Fuentes
Insurance Section
Secretary for Legal Affairs



Por: Lodo. José A. Lebrón Peña
Interim Chief Legal Officer
Secretary for Legal Affairs

Attachment F

HUD General Provisions

Given that the Agreement involves funds for which the U.S. Department of Housing and Urban Development (HUD) is the oversight agency, the following terms and conditions may apply to this Agreement.

The CONTRACTOR shall include these terms and conditions in all subcontracts or purchase orders directly servicing the Agreement.

These general provisions may be updated from time to time. It is the sole responsibility of the CONTRACTOR to be aware of any changes hereto, to amend such changes and to ensure subcontracts terms and conditions are modified as necessary.

General Provisions

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

2. STATUTORY AND REGULATORY COMPLIANCE

CONTRACTOR shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Supplemental Appropriations for Disaster Relief Requirements (Appropriations Act), under Public Law 115-56 of 2017, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including if certain expenses are allowed.

3. BREACH OF CONTRACT TERMS

The PRDOH reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this Agreement, in instances where the CONTRACTOR or any of its subcontractors violate or breach any Agreement term. If the CONTRACTOR or any of its subcontractors violate or breach any Agreement term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the Agreement documents, and the rights and remedies available thereunder, shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. REPORTING REQUIREMENTS

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The CONTRACTOR shall complete and submit all reports, in such form and according to such schedule, as may be required by the PRDOH and/or the Government of Puerto Rico. The CONTRACTOR shall cooperate with all the PRDOH and/or the Government of Puerto Rico efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§85.40-41 (or §§84.50-52, if applicable) and §570.507, when applicable.

5. ACCESS TO RECORDS

The Government of Puerto Rico, the PRDOH, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the CONTRACTOR which are related to this Agreement, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

6. MAINTENANCE/RETENTION OF RECORDS

All records (files, data, work product) connected with this Agreement will be turned over to PRDOH following the contract termination to be maintained for the remainder of the grant and post grant closeout.

7. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The CONTRACTOR will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Additionally, for contracts of \$10,000 or more, the CONTRACTOR shall file Form HUD 2516 (Contract and Subcontract Activity) with the PRDOH on a quarterly basis.

Handwritten signature and initials in black ink, located at the bottom right of the page. The signature appears to be "ADK" and the initials below it are "BOK".

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The CONTRACTOR will comply with the provisions of Title VI of the Civil Rights Act of 1964. Which prohibits discrimination on the basis of race, color, or national origin in any program or activity that receives Federal funds or other Federal financial assistance. Programs that receive Federal funds cannot distinguish among individuals on the basis of race, color or national origin, either directly or indirectly, in the types, quantity, quality or timeliness of program services, aids or benefits that they provide or the manner in which they provide them. This prohibition applies to intentional discrimination as well as to procedures, criteria or methods of administration that appear neutral but have a discriminatory effect on individuals because of their race, color, or national origin. Policies and practices that have such an effect must be eliminated unless a recipient can show that they were necessary to achieve a legitimate nondiscriminatory objective.

10. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The CONTRACTOR shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

11. SECTION 504 OF THE REHABILITATION ACT OF 1973

The CONTRACTOR shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations.

The CONTRACTOR agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.

12. AGE DISCRIMINATION ACT OF 1975

The CONTRACTOR shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States

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shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under, any program or activity receiving Federal financial assistance.

13. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The CONTRACTOR represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. Part 2424.

14. CONFLICTS OF INTEREST

The CONTRACTOR shall notify the PRDOH as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (2013) (or 84.42 (2013), if applicable)). The CONTRACTOR shall explain the actual or potential conflict in writing in sufficient detail so that the PRDOH is able to assess such actual or potential conflict. The CONTRACTOR shall provide the PRDOH any additional information necessary to fully assess and address such actual or potential conflict of interest. The CONTRACTOR shall accept any reasonable conflict mitigation strategy employed by the PRDOH, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

15. SUBCONTRACTING

When subcontracting, the CONTRACTOR shall solicit for and contract with such subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and
- (vii) Any arbitrary action in the procurement process.

The CONTRACTOR represents to the PRDOH that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this Agreement.

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The CONTRACTOR will include these HUD General Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

16. ASSIGNABILITY

The CONTRACTOR shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the PRDOH.

17. INDEMNIFICATION

The CONTRACTOR shall indemnify, defend, and hold harmless the Government of Puerto Rico and PRDOH, its agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the CONTRACTOR in the performance of the services called for in this Agreement.

18. COPELAND "ANTI-KICKBACK" ACT (Applicable to all construction or repair contracts)

Salaries of personnel performing work under this Agreement shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The CONTRACTOR shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers.

The CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by CONTRACTORS or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the CONTRACTORS and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

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20. DAVIS-BACON ACT

Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation.

The CONTRACTOR shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by the CONTRACTOR or subcontractors, including employees of other governments, on construction work assisted under this Agreement, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

On a semi-annual basis, the CONTRACTOR shall submit Form HUD 4710 (Semi-Annual Labor Standards Enforcement Report) to PRDOH.

21. TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000)

If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Agreement, the PRDOH shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONTRACTOR under this contract shall, at the option of the PRDOH, become the PRDOH's property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the Government of Puerto Rico and PRDOH for damages sustained by the Government of Puerto Rico and/or PRDOH by virtue of any breach of the contract by the CONTRACTOR, and the Government of Puerto Rico and/or PRDOH may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the Government of Puerto Rico and/or PRDOH from the CONTRACTOR is determined.

22. TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000)

The PRDOH may terminate this Agreement at any time by giving at least ten (10) days' notice in writing to the CONTRACTOR. If the Agreement is terminated by the PRDOH as provided herein, the CONTRACTOR will be paid for the time provided and expenses incurred up to the termination date.

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23. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000)

The CONTRACTOR shall comply with Section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

Equal Opportunity for Workers with Disabilities:

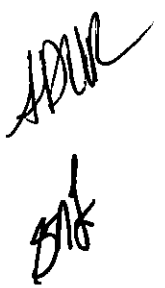
1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the CONTRACTOR;
- (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the CONTRACTOR including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

2) The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3) In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4) The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant

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Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The CONTRACTOR must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the CONTRACTOR may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

5) The CONTRACTOR will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

6) The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

24. EQUAL EMPLOYMENT OPPORTUNITY

(Applicable to construction contracts and subcontracts exceeding \$10,000)

The CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. Chapter 60).

During the performance of this contract, the CONTRACTOR agrees as follows:

1) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment

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advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2) The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the CONTRACTOR's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

7) In the event of the CONTRACTOR's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

8) CONTRACTOR shall incorporate the provisions of A through G above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The

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CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

25. CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding \$10,000)

The CONTRACTOR certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The CONTRACTOR further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

26. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS (Applicable to contracts exceeding \$100,000)

The CONTRACTOR and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt CONTRACTORS and subcontractors shall furnish to the owner, the following:

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1) A stipulation by the CONTRACTOR or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.

2) Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section

114 and Section 308, and all regulations and guidelines issued thereunder.

3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.

4) Agreement by the CONTRACTOR that he will include, or cause to be included, the criteria and requirements in paragraph (A) through (D) of this section in every nonexempt subcontract and requiring that the CONTRACTOR will take such action as the government may direct as a means of enforcing such provisions.

27. ANTI-LOBBYING (Applicable to contracts exceeding \$100,000)

By the execution of this Agreement, the CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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3) The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. BONDING REQUIREMENTS

(Applicable to construction and facility improvement contracts exceeding \$100,000)

Reserved.

29. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (As required by applicable thresholds)

1) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2) The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3) The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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4) The CONTRACTOR agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

5) The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 C.F.R. Part 135.

6) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8) For contracts exceeding \$100,000, the CONTRACTOR shall submit Form HUD 60002 (Section 3 Summary Report) to PRDOH on a quarterly basis, notwithstanding the annual reporting requirement set forth in that form's instructions.

30. FAIR HOUSING ACT

CONTRACTOR shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

31. ENERGY POLICY AND CONSERVATION ACT

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CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

32. HATCH ACT

CONTRACTOR agrees to comply with mandatory standards and policies relating to Hatch Act, Public Law 94-163, as Amended.

The Hatch Act applies to political activities of certain state and local employees. As a Puerto Rico Department of Housing CONTRACTOR, you may do any of the following activities: Be a candidate in nonpartisan elections; Attend political meetings and conventions; Contribute money; Campaign in partisan elections; and Hold office in political parties.

The CONTRACTOR may not do the following activities: Be a candidate in partisan elections; Use official influence to interfere in elections; Coerce political contributions from subordinates in support of political parties or candidates The Office of Special Counsel operates a website that provides guidance concerning Hatch Act issues.

33. HEALTH AND SAFETY STANDARDS

All parties participating in this project agree to comply with Sections 107 and 103 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

34. PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the Work under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All the Work required hereunder will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such Work. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Agreement.

35. WITHHOLDING OF WAGES

If in the performance of this Agreement, there is any underpayment of wages by the CONTRACTOR or by any subcontractor thereunder, the PRDOH may withhold from the

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CONTRACTOR out of payment due to him an amount sufficient to pay to employees underpaid the difference between the wages required thereby to be paid and the wages actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the PRDOH for and on account of the CONTRACTOR or subcontractor to the respective employees to whom they are due.

36. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

Claims and disputes pertaining to wage rates or to classifications of professional staff or technicians performing work under this Agreement shall be promptly reported in writing by the CONTRACTOR to the PRDOH for the latter's decision which shall be final with respect thereto.

37. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS

No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

38. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS

The CONTRACTOR agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie. The CONTRACTOR will be aware of and avoid any violation of the laws of this State which prohibit municipal officers and employees from having or owning any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The CONTRACTOR will also be aware of and avoid any violation of the laws of this State which prescribe a criminal penalty for any public officer who has an interest in any contract passed by the board of which he is a member during the time he was a member and for one year thereafter.

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39. INTEREST OF CERTAIN FEDERAL OFFICERS

No member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted any share or part of this Agreement or to any benefit to arise therefrom.

40. INTEREST OF CONTRACTOR

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of the Work hereunder. The CONTRACTOR further covenants that no person having any such interest shall be employed in the performance of this Agreement.

41. POLITICAL ACTIVITY

The CONTRACTOR will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

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Compensation Schedule

GRANT MANAGEMENT SERVICE
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing
GSA E-BUY RFQ #1335494

A. Main Services

Position	Other Positions	Hourly Rate	GSA Category
Senior Program Manager		\$200.00	Senior Manager/Director
Program Manager Assistant		\$140.00	Manager
Senior Policy Consultant	Senior Policy Consultant Lead	\$170.00	Open Market
Policy Consultant Assistant		\$105.00	Open Market
Senior Compliance Consultant		\$200.00	Senior Manager/Director
Compliance Consultant Assistant		\$105.00	Manager
Senior Procurement Consultant	Senior Contracting Consultant	\$165.00	Open Market
Procurement Consultant Assistant	Contracting Assistant	\$105.00	Open Market
Senior Financial Consultant		\$190.00	Senior Manager/Director
Financial Consultant Assistant		\$105.00	Open Market
Senior Operations Consultant		\$185.00	Open Market
Operations Consultant Assistant		\$105.00	Open Market
DOB Lead	QA/QC Lead	\$150.00	Open Market
DOB PM	QA/QC PM	\$115.00	Open Market
DOB Associate	QA/QC Associate	\$75.00	Open Market
Eligibility Lead	QA/QC Lead	\$150.00	Open Market
Eligibility PM	QA/QC PM	\$115.00	Open Market
Eligibility Associate	QA/QC Associate	\$75.00	Open Market
Housing Management Lead	Infrastructure Lead, Multifactor Lead	\$190.00	Open Market
Housing Management PM	Infrastructure PM, Multifactor PM	\$130.00	Open Market
Housing Management Associate	Infrastructure Associate, Multifactor Associate	\$85.00	Open Market
Econ Dev Lead		\$160.00	Open Market
Econ Dev PM		\$120.00	Open Market
Econ Dev Associate		\$85.00	Open Market
Green Energy Lead	Planning Lead	\$145.00	Open Market
Green Energy PM	Planning Program Manager	\$115.00	Open Market
Green Energy Associate	Planning Associate	\$75.00	Open Market
EHP Consultant	Permits Consultant - Environmental Consultant	\$165.00	Open Market
EHP PM	Permits PM - Environmental PM	\$115.00	Open Market
EHP Associate	Permits Associate - Environmental Associate	\$85.00	Open Market
428 Lead	FEMA Lead	\$150.00	Open Market
428 PM	FEMA PM	\$115.00	Open Market
428 Associate	FEMA Associate	\$85.00	Open Market
S.3 and Fair Housing Lead	S.3/Fair Housing/Davis Bacon/Minimum Wage Lead	\$125.00	Open Market
S.3 and Fair Housing PM	S.3/Fair Housing/Davis Bacon/Minimum Wage PM	\$105.00	Open Market
S.3 and Fair Housing Associate	S.3/Fair Housing/Davis Bacon/Minimum Wage Associate	\$75.00	Open Market
External Relations Lead		\$150.00	Open Market
External Relations PM		\$110.00	Open Market
External Relations Associate		\$85.00	Open Market
Training Lead		\$150.00	Open Market
Training PM		\$95.00	Open Market
Training Associate		\$85.00	Open Market
IT Lead		\$155.00	Open Market
IT PM		\$130.00	Open Market
IT Associate		\$105.00	Open Market
Senior Analyst		\$75.00	Open Market
Analyst Associate		\$53.00	Open Market

B. Grant Management System

Description	Unit	Quantity	Unit Cost	Total Unit Cost
IT Deployment**	Year	1	\$2,500,000.00	\$ 2,500,000.00
Technical Support - Custom Development	Hours	18,000	\$ 140.00	\$ 2,520,000.00
Annual Canopyuser License	Unit	1,500	\$ 500.00	\$ 750,000.00
Total				\$ 5,770,000.00

**Payment for IT Deployment in the amount of Two Million, Five Hundred Thousand Dollars (\$2,500,000) shall be made either when the Contractor implements the fourteen (14) programs that are the subject of the \$1.5 Billion Action plan not in the Amendment AP, including but not limited to R3, or within One Hundred and Twenty Days (120) of execution of the Agreement, whichever occurs earlier.

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