GOVERNMENT OF PUERTO RICO PUERTO RICO EMERGENCY MANAGEMENT AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE PUERTO RICO EMERGENCY MANAGEMENT AGENCY (AEMEAD) AND DCMC, LLG

This Agreement for Professional Services, hereinafter referred to as the "Agreement", is entered in San Juan, Puerfo Rico this 22th day of September, 2017 by and between the PUERTO RICO EMERGENCY MANAGEMENT AGENCY, hereafter referred to as "AEMEAD" or the "Agency", a public agency created under Act No. 211 of August 2, 1999, as amended, known as the Puerfo Rico Emergency Management Agency Organic Act ("Organic Act"), herein represented by its Executive Director, Abner Gómez Cortés, of legal age, married, and resident of Aguada, Puerto Rico; and DCMC, U.C., a limited liability company organized under the laws of the State of Delaware, with principal offices at 515 Braxton Place, Alexandria, VA 22301, herein represented by Mark Merritt, of legal age, married, and resident of Peachtree City, Georgia and hereafter referred to as "Confractor".

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WHEREAS, the Governor of Puerto Rico, Hon. Ricardo Rosselló, has created a Program Management Office (PMO) to provide for the oversight and integration of all public efforts leading to the prompt repair of all damages and the recovery of all Puerto Rico residents from the impact of Humcanes Irma and María;

WHEREAS, these tasks have to be done expeditiously, and Puerto Rico has to assure its compliance with all applicable laws and regulations:

WHEREAS, an September 17, 2017, the Governor or Puerto Rico, Hon. Ricardo Rosselló, issued the Executive Order 2017-047, which declared a state of emergency throughout Puerto Rico as a result of the impending Hurricane María and its potential impact on the island;

WHEREAS, AEMEAD was designated by the Governor of Puerto Rico as the Governor's Authorized Representative (GAR), which has the power to execute, on behalf of the Government of Puerto Rico (hereinafter, the "Government"), all necessary documents for disaster assistance and to administer all Federal disaster assistance programs on behalf of the Government:

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WHEREAS. Contractor submitted a proposal and billing rates, hereinafter collectively referred to as the "Proposal", which fully complied with the requirements set forth by AEMEAD.

WHEREAS, after having reviewed and evaluated the Contractor's Proposal, AEMEAD has determined the Contractor is the best technical acceptable, responsible contractor with a reasonable cost for the proposed services.

WHEREAS, AEMEAD desires to enter into an agreement with the Contractor to secure its services and accepts the Contractor's Proposal, and the Contractor states that is ready, willing and able to provide its services.

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

I. DEFINITIONS.

In addition to the words and terms elsewhere defined in this Agreement, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

- "AEMEAD" means the Puerto Rico Emergency Management Agency. Its Executive Director or any of its authorized officials.
- "Agreement" means this Agreement for Professional Services together with all its exhibits herein mentioned.
- 3. "Government" or "Puerto Rico" means the Government of Puerto Rico.
- 4. "Contractor" means DCMC, LIC.
- "Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.
- "Proposal" means the professional services proposal and billing rates submitted by Contractor.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

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IL TYPE OF CONTRACT

Contract Type: This is an hourly contract with a NOT TO EXCEED AMOUNT, as established under Section VI of this Agreement. Under this Agreement, Contractor will submit monthly invoices to AEMEAD 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.

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

EXHIBIT A

Rate Sheet for DCMC's Consulting Services

EXHIBIT B

Proposal

All the Exhibits mentioned in Section II shall be complementary in such a way that whatever is stated or shown in them shall be as binding as any terms and conditions of this executed written Agreement. Should any inconsistency appear between the Proposal and this Agreement, the Agreement shall prevail.

III. TERM OF AGREEMENT

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Commencement and Duration: This Agreement shall be in effect and enforceable between the parties from the date of its execution until June 30th, 2018.



IV. SERVICES DESCRIPTION

The Contractor shall provide services necessary to support AEMEAD's emergency management and recovery needs, and other purposes as required. The services are described in the proposal dated September 15, 2017 (hereinatter, the "Services"), a copy of which is included and made part of this Agreement as **Exhibit B**. In the event of a conflict between **Exhibit B** and this Agreement, the parties agree the provisions of this Agreement shall prevail. The Services include, but are not limited to, assistance with the management and administration of FEMA Public Assistance (PA) and Hazard Mitigation Grant Program (HMGP) activities, and the provision of financial and accounting software. It may also include other related efforts, including the securing and administration of other resources (such as USHUD Community Development Block Grant (CDBG) resources, insurance claims, and other programs / initiatives that may be implemented to support response and recovery efforts).

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Contractor shall perform the Services utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions.

The Contractor shall provide its Services as provided in the Exhibits herein mentioned in Section II.

The services object of this Agreement may be requested and offered to AEMEAD and/or the Government, as authorized by the Executive Director or his authorized representative. The services will be performed under the same terms and conditions in terms of hours of work and compensation herein stated.

V. DELIVERABLES

Upon engagement, the Contractor will immediately work to get a better understanding of losses and work effort that may be required. The Contractor shall provide an initial Task Order that includes a staffing pattern and "not-to-exceed" cost estimate for initial work efforts that may be necessary, which shall be provided to AEMEAD for their review and authorization. As the engagement progresses, and as required to complete the work desired from the Contractor during the contract term, additional Task Orders may be provided for AEMEAD's consideration and execution. The purpose of these Task Order documents is to help AEMEAD understand the anticipated magnitude of the work yet to be done, serve as a foundation for discussion, provide AEMEAD with increased ability to manage the Contractor's efforts and control costs, and have the information necessary to approve an initial task orders under this contract, as appropriate.

IV)

During the performance of this contract and any associated tasks, the Contractor shall provide regular reports summarizing work performed by its personnel, and shall prepare other reports as requested and for which there is mutual agreement. The Contractor shall participate in regular meetings / calls with AEMEAD on a weekly basis (or other period to be determined at the request of AEMEAD) to discuss the status of recovery efforts, performance under the contract, and other matters relevant to the Government's recovery efforts and the contract with the Contractor, as required. The Contractor shall also work with AEMEAD to develop and assemble documentation in an effort to secure maximum funding for eligible recovery efforts, as well as to justify and submit reimbursement requests, as appropriate, for disaster funding under Federal, state, or other programs and initiatives, and prepare project files for AEMEAD to support their management of said efforts and to prepare for possible project / program reviews and audits from funding agencies or others. Additional deliverables may be included in

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additional tasks assigned through this contract, as necessary and appropriate, upon mutual agreement.

VI. COMPENSATION AND PAYMENT

AEMEAD agrees to pay Contractor for Services rendered under this Agreement in accordance with the rates and amounts described in the EXHIBIT A - Rate Sheet for DCMC's Consulting Services, using job titles and rates as listed and described.

AEMEAD will pay the Contractor, for the Services performed during the term of this Agreement, on an hourly basis as stipulated in the attached Exhibit B, up to an aggregate maximum amount of **EIGHT HUNDRED THOUSAND DOLLARS** (\$800,000,00). Such payment shall be compensation for all services required, performed and accepted under this Contract.

AEMEAD certifies that the funds for the payment for services rendered under this Agreement have been allocated from budget allocations. All disbursements for the payment of services provided hereunder shall be made from account number 289-021-0000-081-2018 or such other account(s) that may hold the funds budgeted for payment for services rendered under this Agreement.



The Contractor will submit invoices on a monthly basis and AEMEAD agrees to pay said invoices promptly upon receipt. It is understood by both parties that the Contractor invoices must be paid in order to submit for reimbursement from Federal, State and other agencies, as appropriate. AEMEAD shall not pay any amount in excess the limits stated herein, even if Contractor exceeds the same, regardless of the reasons for said excess. Contractor shall not be required to render Services without compensation. All additional services not considered by this Agreement shall be agreed to through either a written addendum or amendment to this Agreement.

Payments will be made by check or electronic fund transfers (EFT).

The Contractor will invoice AEMEAD in the same format and procedures set forth for the reimbursement of AEMEAD operational costs. The payment for services rendered will be made prior submittal by Contractor to AEMEAD of an invoice, original and three (3) copies, within the first twenty (20) days of the month following the month invoiced. Each invoice shall detail the matters handled and the time dedicated to the same, and shall contain the following certification:

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Under penalty of absolute nullity, I certify that no public servant of the Government of Puerto Rico 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 fumish 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.

An authorized representative of AEMEAD will review each invoice and, if adequate, will approve and process its payment. AEMEAD reserves the right to conduct any audit it deems necessary.

AEMEAD will not reimburse any costs incurred by the Contractor not included in the approved Proposal or executed amendment.

If applicable, AEMEAD will reimburse Contractor's reasonable costs of travel for required for the performance of the services hereunder, if said travel is approved in advance by AEMEAD; provided, however, that the purpose of the travel shall be related to the Contractor's services on behalf of AEMEAD. AEMEAD will reimburse the Contractor for the actual cost of coach rate air travel, car rental, if needed, lodging, meals, and other reasonable miscellaneous expenses associated with pre-approved travel, not to exceed the applicable Federal government per diem.

VII. NON-REIMBURSABLE EXPENSES

It is AEMEAD's intention to have an "up to" amount under this Agreement, thus it is required that such costs, including but not limited to (a) the cost of presenting documents for recording or filing in court; (b) cost of internal revenue stamps and vouchers required for any legal document; (c) tax charges; (d) long distance telephone charges; (e) traveling expenses; (i) overtime charges; and (g) delivery expenses, will not be incurred unless necessary to represent AEMEAD and the Government properly. Costs of photocopies, traveling, postage, telephone, lodging, medis, special type of computer licenses and living expenses incurred by the Contractor, its employees or technical support personnel, in the discharge of this Agreement shall be invoiced when incurred and be considered part of the Contractor's "up to" amount set forth herein and be included in such price.

VIII. AEMEAD'S RESPONSIBILITIES



AEMEAD shall use reasonable efforts to cooperate with the Contractor, including providing any information reasonably requested by Contractor and providing access to any facility at which the Services are to be performed at such times as may reasonably be requested by the Contractor. AEMEAD shall make timely payments in accordance with the terms and conditions of this Agreement.

IX. OWNERSHIP AND USE OF DOCUMENTS

With the exception of Contractor's working papers, the Contractor acknowledges AEMEAD'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 the obligation hereunder. In the event of any termination, Contractor shall deliver such information, drafts, reports, papers and other materials to AEMEAD, in document form and/or as computer program data, and the Contractor recognizes the AEMEAD's right to request such documentation and/or computer program data. Should Contractor fail to deliver said information AEMEAD may seek judicial order to enforce its rights. Except as otherwise provided, all information, drafts, documents, reports, papers, and other materials developed and prepared by the Contractor, its agents or representatives, for purposes of performing the obligation hereunder shall be deemed privileged work product of AEMEAD under Rule 505 of the Rules of Evidence of Puerto Rico.

X. NON-DISCLOSURE AND CONFIDENTIALITY

1. Confidential Information; Definition: The term Confidential Information as used throughout this Section, means any information concerning AEMEAD and/or the Government's operations and that of its Contractor (e.g., the projects, computer processing systems, object and source codes and other business and financial affairs of the Government). The term Confidential Information shall also be deemed to include all notes, analysis, compilation, studies and interpretation or other documents prepared by Contractor, its agents or representatives, in connection with the Government's operations.xx

All proprietary and confidential information ("Proprietary Information") developed or disclosed by either party under this Agreement shall be governed by a separate non-disclosure agreement (the "NDA") which shall be entered into between the parties hereto if required, on or about the date first listed above. Regardless of the terms of any NDA, the Contractor shall hold in confidence all nonpublic information regarding the Government and use such information only for purposes of performing Services for AEMEAD and the Government. Further, the Contractor shall not disclose or use any personal



information regarding individuals or financial accounts that is subject to restrictions under applicable laws or regulations to which the Contractor may gain access in the course of performing any Services. The restrictions in this Paragraph shall survive any expiration or termination of this Agreement.

- 2. 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 AEMEAD's express written authorization, signed by the Executive Director of AEMEAD, use or sell, market or disclose any Confidential Information to any third party, firm, 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 AEMEAD's express written authorization, signed by an authorized representative of AEMEAD, and will not remove any copy or sample of Confidential Information without prior written authorization from AEMEAD. Contractor retains the right to control its work papers subject to these confidentiality provisions.
- 3. **Return Documents**: Upon receipt of written request from AEMEAD, Contractor will return to AEMEAD 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.
 - **Equitable Relief:** Contractor acknowledges and agrees that a breach of the provision of subparagraph 2 and 3 of this Section will cause AEMEAD and/or the Government to suffer irreparable damage that could not be remedied or compensated adequately 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 AEMEAD 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 AEMEAD at law, in equity or otherwise.

XI. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this contract:

1. The Contractor agrees to provide AEMEAD, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the

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purposes of making audits, examinations, excerpts, and transcriptions. 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.

- The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement.
- 3. The Contractor agrees to retain all records for a period of not less than three years after the termination date of this Agreement.

XII. TERMINATION

1. Termination for Cause or Default: AEMEAD may terminate this Agreement, in whole or in part, for the Contractor's failure to fulfill its obligations. AEMEAD 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 therefore and the effective date of termination. Upon receipt of such notice the Contractor shall immediately discontinue all services and deliver to AEMEAD 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. AEMEAD 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 AEMEAD by the Contractor and AEMEAD shall be liable only for payment of services rendered up to and including the effective date of termination.



- 2. Termination for Convenience: AEMEAD may terminate this Agreement, in whole or in part, whenever AEMEAD determines that such termination is necessary or convenient to the Agency. AEMEAD will terminate this Agreement by delivering to the Contractor a thirty (30) day notice at 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 AEMEAD all information, studies and other materials property of AEMEAD. In the event of a termination by Notice, AEMEAD shall be liable only for payment of services rendered up to and including the effective date of termination.
- 3. Termination by Unilateral Abandonment: AEMEAD will consider this Agreement immediately terminated, in the event that the Contractor unilaterally and

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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, AEMEAD 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, AEMEAD will not be compelled to continue the performance of the Agreement, should the Contractor breach the Agreement by unilateral abandonment.

- 4. Unilateral Termination: AEMEAD may terminate this Agreement, in whole or in part, at AEMEAD's sole discretion, with or without cause, at any time. AEMEAD 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 AEMEAD all information, studies and other materials property of AEMEAD. In the event of a termination by Notice, AEMEAD shall be liable only for payment of services rendered up to and including the effective date of termination.
- 5. Suspension: AEMEAD may suspend this Agreement in whole or in part at any time for the AEMEAD's convenience. AEMEAD shall give the Contractor seven days written notice of such suspension. Upon receipt of said notice the Contractor shall immediately discontinue all Services affected. If the suspension is stated to be for more than three (3) months, the Contractor shall deliver all work as described in this Agreement and the Contractor shall be entitled to compensation for all Services rendered in accordance with this Agreement. Upon the resumption of work following a suspension, the payments received by the Contractor shall be due under the terms of this Agreement. If suspension exceeds three (3) months, an equitable adjustment in compensation shall be negotiated to compensate for increase in costs caused by the suspension.
- 6. 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, AEMEAD shall have the

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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 AEMEAD to terminate the Agreement pursuant to Act Number 458 of 2000 as amended, and/or by Act Number 84 of 2001, as amended.

XIII. ADDITIONAL SERVICES

Should additional services be needed by AEMEAD, such additional services shall be agreed to by the parties in a written amendment signed by both parties.

XIV. LOBBYING

The Contractor and any Subcontractors shall comply with the Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended), ensuring that any Federal appropriated funds are not used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by this Section. Contractor shall also disclose as required any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award associated with this contract.



XV. LIABILITY

in no event, AEMEAD 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 AEMEAD, the Contractor and any citizen.

The Contractor shall carry a Professional Liability Insurance and other insurance as required by law or AEMEAD (if applicable). The Contractor shall furnish AEMEAD certificates of insurance as required.

Any policy or certificate required under this Section shall state that a thirty (30) day notice of prior cancellation or change will be provided to AEMEAD.

XVI. HOLD HARMLESS

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The Contractor and its affiliates, its successors and assignees will indemnify AEMEAD and/or the Government from any damages and/or losses arising out of (i) personal injuries or properly damage resulting from any act of negligence by the Contractor and its affiliates in connection with this Agreement; (ii) data breaches resulting from Contractor negligence, recklessness and malfeasance; and/or (iii) disallowance of costs or repayment demands by the federal government as a result of the Contractor's negligence, recklessness or misconduct.

XVIL 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 AEMEAD nor the Contractor shall be liable to the other party for nonperformance during the conditions created by such event.

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

XVIII. 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:

AEMEAD:

Abner Gómez Corlés Executive Director

Puerto Rico Emergency Management Agency

P.O. Box 194140

San Juan, PR00919-4140

Phone (787) 724-0124 - Fax (787) 725-4244

Contractor:

Barry Scanlon

Authorized Representative

DCMC, LLC

515 Braxton Place

Alexandria, VA 22301

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XIX. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS

- 1. Compliance with A. N. No. OE 1991-24. Pursuant to Executive Order Number OE-1991-24 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 certify 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 AEMEAD and whenever requested by AEMEAD 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 AEMEAD 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.
- 2. Compliance with A. N. No. 1992-52. Pursuant to Executive Order Number 1992-52, dated August 28, 1992 amending OE-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 AEMEAD as to its compliance with this requirement.



- 3. 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.
- 4. Government of Puerlo Rico Municipal Tax Collection Center (CRIM): The Contractor certifies and guarantees that at the signing of this Agreement that it does not have any current debt with regards to property taxes that may be registered with the Government of Puerlo Rico's Municipal Tax Collection Center (known in Spanish as Centro de Recaudación de Ingresos Municipales (CRIM)). 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 Puerlo Rico. The Contractor shall hand out, to the satisfaction of AEMEAD and whenever requested by AEMEAD during the term of this Agreement, the necessary

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documentation to support its compliance of this clause. The Contractor will deliver upon request any documentation requested under this clause as per request of AEMEAD. 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 Rica with regards to its property taxes.

5. Income Tax Retention Law: When invoicing AEMEAD, the Contractor will allocate fees between those relating to activities undertaken outside Puerto Rico and constituting gross income from sources without Puerto Rico, and those relating to activities undertaken within Puerto Rico and constituting gross income from sources within Puerto Rico. AEMEAD shall deduct and withhold twenty-nine percent (29%) of the gross amounts paid for services relating to activities undertaken within Puerto Rico, when any of the invoiced amounts constitute aross income from sources within Puerto Rico, in accordance with Section 1062.11 of the Puerto Rico Internal Revenue Code, Act 1-2011, as amended. Services identified in invoices as being rendered by the Contractor for its activities outside of Puerto Rico shall not result in such withholding. The Contractor might request AEMEAD not to make such withholdings if, to the satisfaction of AEMEAD, the Contractor timely provides a release from the Government of Puerto Rico's Treasury Department. AEMEAD will not make such withholding to the entities excluded from such retention. At the time of execution of this Agreement, the Contractor is totally exempted from any withholding requirement.



AEMEAD shall also deduct and withhold a special contribution of one point five percent (1.5%) of the gross amounts paid under this Agreement, in accordance with Article 1 of Act No. 48-2013, as amended.

- 6. Puerto Rico Child Support Administration (ASUME): 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 Puerto Rico Child Support Administration (known in Spanish as the Administración Para El Sustento de Menores (ASUME)). 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 AEMEAD, the necessary documentation to substantiate the same. The Contractor will be given a specific amount of time by AEMEAD to deliver said documents.
- Compliance with Act No. 1. The Contractor hereby certifies that in signing this
 Agreement it is in compliance with Act 1 of January 3, 2012, as amended.

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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.

- 8. 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 AEMEAD to render this Agreement null and void and the Contractor reimburse to AEMEAD all moneys received under this Agreement.
- 9. Compliance with Federal Law, Regulations, and Executive Orders: The Contractor acknowledges that FEMA financial assistance will be used to fund the agreement only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

10. Certifications: The Contractor shall promptly present to AEMEAD the certifications issued by the Department of Treasury, the Department of Labor and Human Resources, and the Municipal Tax Collection Center (known by its Spanish acronym, CRIM) required in accordance with the provisions of the Puerto Rico Department of the Treasury, Circular No. 1300-16-16, dated January 19, 2016, as amended. In the event the CONTRACTOR is unable to obtain some or all of these certifications by the date of execution of this Agreement, due to failures in the Government's systems or otherwise, the Contractor shall obtain and deliver to AEMEAD these certifications as soon as practicable within 90 days from the execution hereof.

XX. ENTIRE AGREEMENT

This Agreement and all exhibits in Section II of this Agreement represent the entire and integrated agreement between AEMEAD 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 AEMEAD and the Contractor.

XXI. MODIFICATION OF AGREEMENT

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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.

XXII. BINDING EFFECT

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

XXIII. 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, firm, corporation, or other entity without the prior, express, and written consent of the other party.

XXIV. MUTUAL AID.

The Contractor acknowledges that, by mutual agreement, the services provided may be made available to participants in the Emergency Management Assistance Compact (EMAC) or localities or other sub-applicants within Puerto Rico.

XXV. 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.

XXVI. 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, San Juan Part.

XXVII. 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 AEMEAD – DCMC, LLC AGREEMENT FOR PROFESSIONAL SERVICES Page 17 of 27

deemed severed and the remainder of the Agreement shall remain operative and in full effect.

XXVIII. 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.

XXIX. EQUAL OPPORTUNITY

- 1) Contractor agrees that during the time in which it will provide services to AEMEAD it will not discriminate on the basis of race, color, age, sex, birth of origin, social condition, political affiliation, religious ideals and/or handicapped condition. 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.
- 2) 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.
- 3) 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.
- 4) 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.
- 5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, 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.



- 6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, ferminated, 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, 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.
- 7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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, 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."



XXX ETHICS CLAUSE

No employee or officer of AEMEAD as well as any member of their families can have any interest in the earnings or benefits from this Agreement, according with Law No. 84, June 18, 2002. The Contractor acknowledges receipt of the Ethics Code for Contractors, 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 de Puerto Rico.

XXXL INTEREST OF MEMBERS OF CONGRESS

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise from it.

XXXII. CONFLICTS OF INTEREST.

No employee, officer, or agent of AEMEAD or the Government shall participate

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in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

- (a) Umited Denial of Parlicipation: Contractor certifies that if will not subcontract with any person or firm that has been placed in Limited Denial Participation lists or that has been barred from doing business or participating in procurement procedures with the federal government or the Government of Puerto Rico, The Contractor will periodically check federal and local notices and Limited Denial Participation lists to ensure compliance with this requirement throughout the performance of this Agreement.
- (b) Interest by Members of Local Authority and Governing Body: Since AEMEAD is part of the Government of Puerto Rico, or a local authority, no member of the local government or employee, officer or public official who exercises any functions or responsibilities with respect to the project shall, during his tenure, and for one year thereafter, have any interest, direct, or indirect, in this Agreement or the proceeds thereof, unless the corresponding waiver from the Office of Governmental Ethics has been obtained.



(c) Covenant against Contingent Fees: The Contractor warrants that he has no employee or any person to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warrantee shall give AEMEAD the right to terminate this Agreement or, at its discretion, to deduct from the Contractor's fee the amount of such commission, brokerage, or contingent fee.

XXXIII. 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 AEMEAD if any of its employees is convicted of a criminal drug offense in the workplace no later than ten (10) days after such conviction.

XXXIV. 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.

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XXXV. LAW NO. 127, MAY 31, 2004.

The services object of this Agreement will not be performed until this Agreement is presented to be registered in the Office of the Comptroller of the Government of Puerto Rico pursuant to Law Number 18 of October 30, 1975, as amended.

- XXXVI. Memorandum No. 2017-001; Circular Letter 141-17 of the Office of the Chief of Staff of the Governor (Secretaría de la Gobernación) and the Office of Management and Budget (Oficina de Gerencia y Presupuesto OGP)
 - 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. These services will be performed under the same terms and conditions in terms of hours of work and compensation set forth in this contract. 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 of the Governor shall have the power to terminate this contract at any time.

XXXVII. SUSPENSION AND DEBARMENT.

- a) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 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. pt. 180, subpart C and 2 C.F.R. pt. 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 AEMEAD. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to AEMEAD and the Government, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XXXVIII. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

- a) Overtime requirements. Neither the Contractor or any Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this Section, the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and any such Subcontractor shall be liable to the Government, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c) Withholding for unpaid wages and liquidated damages. AEMEAD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to safisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.



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d) Subcontracts. The Contractor or any Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

XXXIX. CLEAN AIR ACT.

- a) The Confractor 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 AEMEAD and understands and agrees that AEMEAD will, in turn, report each violation as required to assure notification to the Government, Federal Emergency Management Agency, 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 FEMA.

XL. FEDERAL 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 AEMEAD and understands and agrees that the AEMEAD will, in turn, report each violation as required to assure notification to the Government, Federal Emergency Management Agency, 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 FEMA.

XII. MISCELLANEOUS

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- a) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated Items unless the product cannot be acquired—
 - Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.

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

b) The Contractor shall not use the DHS seal(s), logos, crests, or reproductions
of flags or likenesses of DHS agency officials without specific FEMA preapproval.



- c) This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- d) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to AEMEAD, the Contractor, or any other party pertaining to any matter resulting from the contract.
- e) The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS THEREOF, the parties hereto execute this Agreement in San Juan. Puerto Rico this 22th day of September, 2017.

AEMEAD

Abner Goppéz-Gertés Executive Director

PUERTO RICO EMERGINCY MANAGEMENT AGENCY

Tax Id Number:

CONTRACTOR

Mark Memiti

Authorized Representative

DCMC, LLC

515 Braxton Place

Alexandria, VA 22301

Taxid Number: <u>UTIRC4-019</u>

EXHIBIT A

Rate Sheet for DCMC's Consulting Services

Governmental / PNP Hourly Labor

Position Title

Kate:*

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Principal	A Commence of the Commence of	237.80
Senior Subject Matter Expert (SME)		217.00
SME	.	203.00
Project Manager		214.00
Senior Recovery Specialist		193.00
Recovery Specialist	Annes and the second sections and the second section and the second seco	184.00
Recovery Officer		177.00
Senior Technical Specialist / Senior Engineer		199.00
Technical Specialist / Engineer		186.00
Technical Officer / Junior Engineer		179.00
Cost Estimator	en e	186.00
Debris Specialist / Planner		168.00
	Part i un promision de la contraction de la cont	127.00
Debris Manager		302.00



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Senior Planner / Senior Exercise Specialist		193.00
Planner / Exercise Specialist	aggreengen zogleg gester de et dirigie verk einskrinde is de sterken til de en t	188.00
Evaluator		188.00
Junior Planner / Exercise Officer	ed our commission and a contract contra	La Colon De Colon de la colon
Technical Writer		164.00
Administrative Support		58.00
Senior Operations Specialist	Ammerica de compresso ambiento de consesso	188.00
Operations Specialist		181.00
Operations Officer	\$	163.00



^{*} PNP is Private non-profit.



EXHIBIT B - PROPOSAL

[Affached]