



GOVERNMENT OF PUERTO RICO

Department of Housing

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DOCUMENTO ORIGINAL DEL CONTRATO Y DOCUMENTO
CONTENIDO QUE CONSTA EN EL ARCHIVO.

GOVERNMENT OF PUERTO RICO

DEPARTMENT OF HOUSING

FECHA



FIRMA REPRESENTANTE AUTORIZADO
SECRETARIA ASUNTOS LEGALES
OFICINA DE CONTRATO
DEPARTAMENTO DE LA VIVIENDA

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

AGREEMENT FOR PAYROLL SYSTEM SERVICES

BETWEEN THE

PUERTO RICO DEPARTMENT OF HOUSING

AND

INTERBORO SYSTEMS CORPORATION

THIS AGREEMENT FOR PAYROLL SYSTEM SERVICES, (hereinafter referred to as the "Agreement") is entered into in San Juan, Puerto Rico, this 22nd of April, 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 Organic 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 **INTERBORO SYSTEMS CORPORATION** (hereinafter, the CONTRACTOR), with principal offices in 206 San Jorge St. ISC Building, San Juan, Puerto Rico 00912, herein represented by Donald P. Blasky in his capacity as Client Manager, of legal age, married, and resident of Toa Alta, Puerto Rico duly authorized by Resolution by the CONTRACTOR.

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.

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WHEREAS, employees from the PRDOH are required by HUD to use a payroll system to track their time and payroll costs incurred in each CDBG-DR Program, as described in CDBG-DR Action Plan and its amendments, and incurred in other Non-CDBG-DR Programs. The PRDOH should have time tracking features that allow employees to document time and efforts, payroll processing and reporting functionalities, a cloud-base system that allows employees to register time from any place accessing a web browser or using phone devices, and an employee self-service feature that allows them to access the system and review their payment's history and update their personal information. In addition, the PRDOH needs a supplier capable of providing programming services to develop custom reports necessary for the proper management of the CDBG-DR funds.

WHEREAS, the PRDOH is interested in contracting Payroll System Services that will support PRDOH objectives in the administration of all CDBG-DR Programs.

WHEREAS, the PRDOH is providing financial management support to assist with the implementation of the CDBG-DR Programs. As part of this effort, the PRDOH initiated a small purchase solicitation process to seek for a Payroll System Services to automatize the employee's timekeeping, payroll processing and reporting.

WHEREAS, on September 5, 2018 the PRDOH requested quotations to procure a Payroll System that can assist with the administration of employees' activities, time tracking, activities documentation and payroll calculation for staff to be working for CDBG-DR Programs. On November 9, 2018, PRDOH submitted Addendum 1 to present changes and clarifications to the requested quotations.

WHEREAS, on December 5, 2018, the CONTRACTOR submitted a Proposal (hereinafter referred to as the PROPOSAL), which fully complied with the requirements set forth by the PRDOH.

WHEREAS, on December 26, 2018, the CONTRACTOR submitted a Cost Form and Questionnaire related to the Request of Quotation. The Cost Form included one-time fees, monthly fees and hourly fees services.

WHEREAS, the CONTRACTOR is a provider of Kronos Workforce V8.1 Software, a time tracking features that allow employees document time and efforts, payroll processing and reporting functionalities, among others.

WHEREAS, the PRDOH desires to enter into an agreement with **Interboro Systems Corp.** to secure its services and accepts the CONTRACTOR'S proposal and costs, and the CONTRACTOR 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 (**Attachment A**).

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the PRDOH and the CONTRACTOR 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 E**) 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 Evaluation of Technical and Cost Proposals, Small Purchase, Payroll Service dated January 11, 2019

Signature

Attachment B	Contractor Proposal dated December 5, 2018
Attachment C	Contractor Cost Form and Payroll System Questionnaire dated December 26, 2018
Attachment D	Scope of Services
Attachment E	Compensation Schedule
Attachment F	Insurance Requirements (DV-OSPA-78-5)
Attachment G	HUD General Provisions

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

This Agreement shall be in effect and enforceable between the parties from the date of its execution. The Term of this Agreement will be for a performance period of sixty (60) months from the date of its execution, ending in April, 22, 2024

III. SCOPE OF SERVICES

The CONTRACTOR will provide the services described in **Attachment B** of the Agreement, as described in **Attachment C** and **Attachment D**. 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

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- 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 E** of this Agreement.
 - B. The PRDOH will pay the CONTRACTOR, for services performed during the term of this Agreement, a maximum amount not to exceed **ONE HUNDRED FORTY-FIVE THOUSAND ONE HUNDRED SEVENTY DOLLARS AND TWENTY CENTS (\$145,170.20)**; Account Number **R01A01ABM-DOH-NA/4190-22-000**. Such payment shall be compensation for all allowable services required, performed and accepted under this Contract included in **Attachment B** and **Attachment C**.
 - 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.
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- 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. The CONTRACTOR must adhere to applicable requirements of the CDBG-DR grant. Ineligible activities under the CDBG-DR grant or program cannot be included in the fee or 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 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.

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VIII. DOCUMENTATION AND RECORKEEPING

- 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 assistance; Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG 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

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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 A and B 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 offset 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 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.

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- 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 a five (5) day 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 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.

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In the event that the grant of funds by HUD under any allocations of the CDBG-DR may be 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 Contract, at any time following the Effective Date of the Contract, the CONTRACTOR agrees that, PRDOH may impose sanctions against the CONTRACTOR for any default in accordance with **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 federal statutes, regulations or the terms and conditions of the Contract, 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.

- B. Liquidated damages.** The CONTRACTOR shall pay to PRDOH, as liquidated damages, \$100 for each calendar day the CONTRACTOR failed to provide any of the services requested; or monthly maintenance services; or replace any license or application not performing to PRDOH's satisfaction, subject to a maximum of \$1,500 per occurrence.

The deliverables associated therewith which may prompt the institution of liquidated damages are as attached hereto in **Attachment D**. Said sum, in view of the difficulty of accurately ascertaining the loss which PRDOH will suffer by reason of delay in the completion of the Work hereunder, is hereby fixed and agreed as the liquidated damages that PRDOH will suffer by reason of such delay.

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Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the PRDOH's right to indemnification, or the CONTRACTOR'S obligation to indemnify the PRDOH pursuant to this Contract, or to any other remedy provided for in this Contract or by Law. Liquidated damages may be assessed at the sole discretion of PRDOH in view of the deliverables listed in **Attachment D**.

For the purpose of applying and calculating such liquidated damages, a grace period of ten (10) days shall be observed and the contract schedule shall be extended by any additional time or delays outside the control of the CONTRACTOR caused by an act of commission or omission of the PRDOH, HUD, or any of their representatives. The PRDOH may deduct and retain out of the monies

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which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages due to the PRDOH per the formula above, the CONTRACTOR shall be liable to pay the difference.

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 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 F**.

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 F** 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:

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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.
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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. In the case of Payment and Performance Bond, Certificate of Authority, Power of Attorney and Power of Attorney License issued by the Commissioner of Insurance shall be furnished. 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 Procurement 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 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.

DPBQ. 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.

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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 force majeure 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. 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, CONTRACTORS, 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:

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To: PRDOH

Hon. Fernando Gil-Enseñat
606 Barbosa Ave.
Juan C. Cordero Dávila Bldg.
San Juan, PR 00918

To: CONTRACTOR

Donald P. Blasky
206 San Jorge St.
ISC Building
San Juan, Puerto Rico 00912

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. 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.

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

- i. That the work performed by the subcontractor be in accordance with the applicable terms of this Agreement between the PRDOH and CONTRACTOR;
- ii. That nothing contained in such subcontract agreement shall impair the rights of the PRDOH;
- iii. That nothing contained herein, or under this Agreement will create any contractual relation between the subcontractor and the PRDOH;
- iv. That the subcontractor specifically agrees to be bound by the confidentiality provision regarding Personal Identifiable Information set forth in this Agreement;
- v. 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
- vi. 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 and areas of noncompliance, CONTRACTOR shall provide the PRDOH summarize in 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.

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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 implements 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 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 G** (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 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 Retention Law:** The PRDOH will retain ten percent (10%) of any and all payments as required by Income Tax law (known in Spanish as *Ley de Contribuciones sobre Ingresos*). The PRDOH will advance such withholdings to the Government of Puerto Rico's Treasury Department (known in Spanish as *Departamento de Hacienda del Gobierno de Puerto Rico*). The CONTRACTOR might request PRDOH not to make such withholdings if, to the satisfaction of the PRDOH, the CONTRACTOR timely provides a release from the Government of Puerto Rico's Treasury Department. PRDOH 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.
- F. 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

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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.

G. 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/her 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.

H. 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:

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- 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
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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.
- 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.

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- G. 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, 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 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 PRDOG 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

- DPN. 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.
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- 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.
 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

SP197- The CONTRACTOR acknowledges that HUD financial assistance will be used to fund the Agreement only. Also, the CONTRACTOR 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.

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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.

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, 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.

PRDOH
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.

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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.

ppn. **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 Law 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

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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

INTERBORO SYSTEMS, INC.



Fernando A. Gil-Enseñat, Esq.
Secretary



Donald P. Blasky De Hostos
Client Manager





GOVERNMENT OF PUERTO RICO
Department of Housing

Attachment A

January 11, 2019

ENE 17 2018 PM 4:18
ROUD/ ADG. Y CONTRATOS

Lcdo. Rafael Vazquez Muñiz
Director
Procurement Office
Puerto Rico Public Housing Administration


Edna A. Rivera Vargas
Associate Administrator
Finance Department
Puerto Rico Public Housing Administration

**RE: Evaluation of Technical and Cost Proposals
Small Purchase - Payroll Services**

The Puerto Rico Department of Housing (PRDOH), has been designated as grantee for the management of the \$1,507,179,000 established by the Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56) for Community Development Block Grant Disaster Recovery (CDBG-DR).

The Puerto Rico Public Housing Administration (PRPHA) is providing financial management support to assist with the implementation of the CDBG-DR program. As part of this effort, the PRPHA initiated a small purchase solicitation process to seek a solution to automatize the employee's timekeeping, payroll processing and reporting.

The solution should have time tracking features that allow employees document time and efforts, payroll processing and reporting functionalities, a cloud-based system that allows employees to register time from any place accessing a web browser or using phone devices, and an employee self-service feature that allows them to access the system and review their payment's history and update their personal information. In addition, the agency is seeking a supplier capable of providing programming services to develop custom reports necessary for the proper management of the CDBG-DR funds.

On September 2018, the PRPHA sent a Request for Quotation to the following providers:

- DPH*
1. Rock Solid Technologies
 2. Easy Payroll
 3. PR Computer
 4. Evertec Group
 5. Technology Partners
 6. ADP, LLC
 7. Indentech, Inc.
 8. Interboro Systems, Corp.

The PRPHA decided to request a presentation from each of the payroll system providers to clarify the scope of services and inquire about the capabilities of the payroll systems available in the market. All of the providers mentioned before were able to present their products, capabilities and limitations of their services.

On November 9, 2018, the PRPHA sent an addendum to the Request of Quotation to the providers that presented their product. The addendum modified the original scope of services. Afterwards, on December 6, 2018, the PRPHA received quotation of the following providers:

1. Rock Solid Technologies
2. Easy Payroll
3. PR Computers
4. Evertec Group
5. ADP, LLC
6. Indentech, Inc.
7. Interboro Systems, Corp.

PRPHA performed a preliminary review of the quotations and found that all vendors submitted different structures of costing. This made it difficult for comparison. Therefore, it was necessary to request to the vendors to submit their cost in a standard cost form that was provided by PRPHA. A standard cost form and a questionnaire was sent by e-mail on December 21, 2018 with a due date to respond on December 27, 2018. The following vendors responded to the request:

1. Easy Payroll
2. PR Computers
3. Evertec Group
4. ADP, LLC
5. Indentech, Inc.
6. Interboro Systems, Corp.

On December 28, 2018, an evaluation committee composed by Mrs. Edna Rivera Vargas, Mrs. Itzel Aguilar Pérez, and Mrs. Lymari De Jesús Fuentes, performed the evaluation of the services proposals, cost forms and questionnaires. Proposals and questionnaires were reviewed to determined that providers are capable of providing the services requested. The evaluation concluded that all proposers, except for Evertec Group, complied with the technical functionalities that were requested. According to the questionnaire, Evertec Group responded that their solution does not provided payroll processing, employee self service features and system integration.

DPH. After the evaluation of the technical aspects was completed, a review of the services cost proposals was performed. The best cost value proposals were presented by Interboro Systems, Corp., Indentech, Inc. and ADP with cost estimates for a period of five years for \$145,170, \$150,270 and \$178,890, respectively.

The committee decided to select Interboro Systems, Corp.'s proposal, which meets the PRDOH's needs and presents best technical tradeoffs and cost value. (Refer to Exhibit 1 for Cost Comparison Table)

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Approved by:


Edna Rivera Vargas

01/17/19
Date


Lynari De Jesus Fuentes

January 17, 2019
Date


Itzel Aguilar Pérez

Jan 16, 2019
Date

DPB.



DPB

Exhibit 1

COST FORM

SMALL PURCHASE

PAYROLL SYSTEM

Proposed cost for 200 employees	PR Computer	Identech	Interboro	Evertec	ADP	Easy Payroll
One time fees						
Implementation and Configuration	\$ 76,950.00	\$ 34,995.00	\$ 13,600.00	\$ 143,070.00	\$ 15,525.00	\$ 4,000.00
Licenses or modules		9,995.00	7,210.00	106,630.00		36,000.00
Others (provide description)		3,455.00				
Subtotal One time Fees	\$ 76,950.00	\$ 48,445.00	\$ 20,810.00	\$ 249,700.00		\$ 40,000.00
Monthly Fees (these fees are recurring)						
Licenses/modules including cloud services for 200 employees	\$ 1,600.00	\$ 1,550.00	\$ 550.00	\$ 1,605.83	\$ 924.08	\$ 450.00
Others (provide description)			120.17	4,146.67	1,612.00	1,700.00
Others (provide description)					99.67	
Others (provide description)					87.00	
Subtotal Monthly Fees	\$ 1,600.00	\$ 1,550.00	\$ 670.17	\$ 5,752.50	\$ 2,722.75	\$ 2,150.00
Other services (per hour)						
Customized programming						\$ 12,500.00
Department of Treasury Off Cycle Form (auto filled with payroll solution data)	9,500.00	5,035.00	17,000.00	-	-	12,500.00
Reconciliation of RHUM system payroll report with new payroll system	4,750.00	3,040.00	25,500.00	-	-	13,500.00
Training	9,500.00	750.00	4,250.00	-	-	-
Other services	9,500.00	-	37,400.00	-	-	-
Subtotal Other Services	\$ 33,250.00	\$ 8,825.00	\$ 84,150.00	\$ -	\$ -	\$ 38,500.00
Total 1st year cost	\$ 129,400.00	\$ 75,870.00	\$ 113,002.04	\$ 318,730.00	\$ 48,198.00	\$ 104,300.00
Total 2nd year cost	19,200.00	18,600.00	8,042.04	69,030.00	32,673.00	25,800.00
Total 3rd year cost	19,200.00	18,600.00	8,042.04	69,030.00	32,673.00	25,800.00
Total 4th year cost	19,200.00	18,600.00	8,042.04	69,030.00	32,673.00	25,800.00
Total 5th year cost	19,200.00	18,600.00	8,042.04	69,030.00	32,673.00	25,800.00
Total 5 yr contract cost	\$ 206,200.00	\$ 150,270.00	\$ 145,170.20	\$ 594,850.00	\$ 178,890.00	\$ 207,500.00

RC



interboro
systems corp

**Administración de Vivienda Pública
(AVP)**

**Adquisición de Sistema de Nómina para la Administración de
Vivienda Pública (AVP) del Gobierno de PR**

Departamento de la Vivienda

**PROPUESTA DE:
INTERBORO SYSTEMS CORPORATION
KRONOS WORKFORCE V8.1**

Donald P. Blasky

Client Manager, ISC

5 de diciembre de 2018

Sales Department, ISC

DPB.

for

5 de diciembre de 2018

Oficina de Adquisición y Contrataciones
Oficina de Compras
Administración de Vivienda Pública

RE: PROPUESTA PARA ADQUISICION, IMPLEMENTACION Y SOPORTE SISTEMA DE NOMINAS
KRONOS WORKFORCE

En conformidad con la solicitud de cotización para la adquisición de un sistema de nóminas recibida mediante comunicación escrita el pasado 5 de septiembre del corriente, acompañamos nuestra propuesta bajo la plataforma de Kronos Workforce v8.1.

Por medio de esta propuesta presentamos y describimos los componentes asociados al Módulo de Payroll de Kronos Workforce, en cumplimiento con los requerimientos que fueron presentados, destacando que en el caso de Interboro Systems Corp. la implementación del módulo de Nominas de Kronos representa una extensión y ampliación de la base de datos de Kronos existente en el Departamento de la Vivienda, lo cual facilita los procesos de administración y análisis de datos para la Administración de Vivienda Pública y el manejo de costos de labor por fondos federales.


La adquisición de Kronos Workforce Payroll les permitirá automatizar y uniformar sus procesos de administración de asistencia, manejo de licencias, recursos humanos y nómina en una sola base de datos. Esta integración les proporcionará múltiples beneficios asociados a la reducción de entrada de datos en más de un sistema, mayores oportunidades de manejo y acceso a información para los empleados, supervisores y alta gerencia, minimizar riesgos de errores en cálculos manuales, pagos indebidos e incumplimiento con las leyes laborales de P.R y los requisitos federales. Todo esto redundará en beneficios directos, a la vez que se añade más valor, ofrecen a sus empleados estándares de calidad y excelencia en la administración de procesos, reduciendo sus costos operacionales y estando a la vanguardia de la tecnología.

En Interboro agradecemos su confianza y esperamos continuar con ustedes en este proyecto y que el mismo represente una nueva oportunidad de desarrollo y crecimiento a nivel organizacional para la Administración de Vivienda Pública (AVP).

De presentar dudas o requerir mayor información relacionada a esta propuesta, pueden comunicarse con el que suscribe a los siguientes números de teléfono (787) 605-9125 y (787) 641-7777. También pueden contactarnos vía email a la siguiente dirección dblasky@interboropr.com.

En Interboro Systems Corporation estamos para servirle.

Cordialmente,


Donald P. Blasky
Client Manager
Interboro Systems Corp

5 de diciembre de 2018

Oficina de Adquisición y Contrataciones
Oficina de Compras
Administración de Vivienda Pública

RE: PROPUESTA PARA ADQUISICION, IMPLEMENTACION Y SOPORTE SISTEMA DE NOMINAS
KRONOS WORKFORCE

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1 TRASFONDO DE AVP PARA PROPUESTA

La Administración de Vivienda Publica conocida como AVP, adscrita al Departamento de la Vivienda, presenta la necesidad de evaluar una plataforma de Nominas que integre con distintas aplicaciones mediante interfaces, que sea en una plataforma web based y administrada en un servidor en la nube. El objetivo de adquirir esta plataforma se establece como parte del cumplimiento con el Gobierno Federal en relación a los procesos establecidos bajo el CDBG-DR Program y su funcionalidad seria poder tener a nivel de nóminas una distribución de costos y utilización de fondos por labor bajo cada fondo federal del referido Programa. El pago a los empleados por parte de la AVP se estaría manteniendo mediante el Departamento de Hacienda, bajo el sistema RHUM, por lo que el sistema de nómina que se adquiriera en la AVP será utilizado de referencia para reportes de costos por fondos y cuentas, distribución de labor, entre otro tipo de análisis e información que requiere hacer la AVP como parte de los requerimientos del Programa. El diseño de la implementación del sistema de nóminas deberá considerar la integración de datos de lo pagado en la nómina de RHUM con los datos que reporte el sistema de nóminas administrado por la ADP para mediante reportes poder tener una reconciliación de datos. La distribución de labor de los empleados con su fondo asignado sería un proceso operacional que deberá ser administrado desde el proceso de registro de asistencia de los empleados para una asignación correcta de tiempos contra la labor y fondo, por lo cual más allá de tener los datos dentro del sistema de nóminas que adquiriera la AVP, será fundamental el alineamiento de estos procesos desde el flujo operacional del módulo de Time and Attendance y Recursos Humanos. Los requerimientos específicos para la evaluación del sistema de nómina fueron definidos en los documentos de referencia Scope of Work con sus respectivos Anejos y Addendum.

2 PROPUESTA DE INTERBORO SYSTEMS CORPORATION

Interboro Systems Corporation, conocido como ISC, en respuesta a la solicitud de propuesta emitida por la AVP participo de un proceso de análisis de requerimientos y consultas para poder cumplir con la presentación de su propuesta para la adquisición de un sistema de nóminas. Conforme al análisis realizado ISC propone la adquisición del Módulo de Nominas de Kronos Workforce, lo que representaría para la AVP una expansión a la base de datos existentes de Kronos Workforce Time and Attendance y Recursos Humanos en su más reciente versión Kronos v8.1. La propuesta de ISC permite a la AVP una mejor capitalización y maximización de la inversión existente en Kronos con los módulos de Workforce Time and Attendance, Workforce Accruals, Workforce Integration Manager, Workforce Human Resources, módulos fundamentales en el diseño de cualquier implementación de un módulo de nóminas. Hoy día estos módulos ya fueron adquiridos y se administran en la AVP, lo que proveerían un mejor alineamiento de la integración e información entre la funcionalidad de Time and Attendance para la administración de "Time and Effort" y Nominas en una misma base de datos.

Adicional a ello, nuestra relación con el Departamento de la Vivienda ofreciendo los servicios de apoyo con Kronos Workforce Time and Attendance desde el año 2006 en adelante, lo cual nos brinda 12 años de experiencia directa. Experiencia importante para el diseño de una implementación de Nominas que considere los elementos necesarios en configuración para los objetivos de la AVP en cumplimiento con el gobierno federal.

A esos efectos, ISC presenta la propuesta para la Adquisición del Módulo de Nominas a la AVP en conformidad de los requerimientos presentados.

3 RESUMEN CORPORATIVO

En el desarrollo de esta Propuesta, Interboro Systems Corp. (Interboro) documenta los elementos que sustentan por qué nuestro sistema de registro de asistencia, manejo de licencias, recursos humanos y nómina, **Kronos Workforce Central Suite**, combinado con la experiencia probada de Interboro en el sector público y privado en Puerto Rico nos posiciona como el mejor socio para cumplir con las metas de la Administración de Vivienda Pública (AVP) en el tiempo requerido.

El sistema propuesto del fabricante Kronos, le garantiza a AVP una continuidad de mejoras en la solución debido a las inversiones que hace Kronos año tras año. Este año Kronos está invirtiendo unos \$130 millones en mejoras a sus productos. Esta inversión redundará en mejoras tecnológicas y de funcionalidad, lo cual ayuda a Kronos a mantenerse como líder en el mercado mundial de las herramientas de gestión laboral. En adición, podrán evaluar cómo la solución integrada de Kronos facilita el manejo y administración de los terminales ya instalados a través de toda la Isla. Por último, también se resaltarán la facilidad de uso que tiene el sistema para todos sus usuarios y cómo se facilita la información de asistencia, licencias, recursos humanos y nómina.

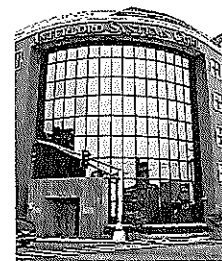
Por otro lado, Interboro, con más de 49 años de historia y experiencia en Puerto Rico y sirviendo desde aquí a todo el mercado del Caribe, está dedicado de manera específica a la implementación de soluciones de gestión laboral, tiempo y asistencia, cálculos de acumulativos, planificación de horarios, nóminas y recursos humanos. Nuestra base instalada supera los 600 clientes en distintos sectores económicos, lo que nos da la experiencia para manejar con calidad y eficiencia los diferenciadores laborales de cada tipo de Industria.

Nuestra relación de largo plazo con Kronos, Inc., garantiza a su organización que Interboro tiene el apoyo completo y directo del fabricante y desarrollador de la solución integral propuesta. De igual forma, este apoyo de Kronos nos permite asegurar una implementación efectiva, dentro de los tiempos comprometidos, contribuyendo a que se logre un rápido retorno de la inversión. Nuestros recursos

disponen de un alto nivel de conocimiento, certificación y experiencia, garantizando la calidad en todas las etapas del proceso.

4 TRASFONDO CORPORATIVO Y EXPERIENCIA

Interboro Systems Corporation, es una compañía comprometida con el buen funcionamiento, maximización y optimización de los procesos de Administración de Recursos Humanos en las diferentes organizaciones del sector público y privado. A través de las distintas Soluciones de Workforce Management que ofrece Kronos, estamos enfocados en proporcionar una serie integral de soluciones y servicios que permiten a las organizaciones reducir sus costos, incrementar su productividad, aumentar la satisfacción del empleado, y finalmente mejorar el nivel del servicio que brindan. Las opciones de Kronos Workforce Central Suite combinado con nuestra experiencia probada en el sector público en Puerto Rico, representan para AVP la combinación perfecta en atención a sus necesidades.



Interboro Systems Corporation, tiene más de 49 años de historia y experiencia en Puerto Rico, enfocándose en sus orígenes en Soluciones de Tiempo y Asistencia y en estos últimos años al desarrollo de la Solución de Nóminas y Recursos Humanos. Interboro, tiene aproximadamente más de 600 clientes en Puerto Rico manejando Kronos, dentro de los cuales se incluyen la mayoría de las Agencias Gubernamentales y Municipios, lo que representa aproximadamente un 70 por ciento de este sector, siendo esto ejemplo vivo de nuestra experiencia al día de hoy. En Interboro, nos dedicamos exclusivamente al desarrollo, venta, comercialización y prestación de servicios de todas las soluciones de Kronos, siendo el único proveedor autorizado de Kronos en Puerto Rico. Nuestra oficina, ubicada en San Juan, Puerto Rico, se compone de los Departamentos de Ventas, Administración, Departamento de Implementación y Departamento de Servicio al Cliente, Centro de Manejo de "Cloud" y contamos con más de 55 personas especializadas y adiestradas para ofrecerle a AVP un servicio de calidad y excelencia.

Nuestra larga y probada asociación con Kronos, Inc., asegura que AVP cuente con el apoyo y soporte directo tanto de Kronos como desarrollador y fabricante de la Solución Integral propuesta, como de Interboro Systems, con sus recursos internos localmente y su vasta experiencia técnica, brindándoles un proceso de implementación efectivo y confiable de esta Solución.

Kronos

- Fundada 1977.
- 5000 + empleados a nivel Global.
- Sobre 700 empleados en su equipo de ingeniería.
- Invertirá sobre \$130 millones de dólares este año en desarrollo e investigación
- Más de 25,000 clientes utilizan Kronos diariamente
- Kronos es utilizado en más de 100 países
- Sobre \$1.2 billones en ventas
- Kronos tiene una solución probada que minimiza el riesgo.
- Kronos es la compañía líder de la industria en soluciones integradas
- Kronos se caracteriza por su enfoque por industria. Tiene un grupo especializado que se encarga del sector público. Por consecuencia, el producto tiene funcionalidad específica para el uso del sector público. Seguirá creciendo en su funcionalidad.
- Larga y probada asociación con Interboro, asegurando a los clientes un apoyo y soporte directo como desarrollador y fabricante de soluciones de Workforce Management.

Referencias de Clientes

Interboro incluye un listado parcial de referencias. En adición, en las próximas páginas le presentamos otras referencias del mercado local de Gobierno y empresa privada.

A continuación le incluimos algunas referencias en Puerto Rico marcadas en rojo de los cuales se trabajan y se desglosan fondos federales a través del "Time and Effort".

- Corporación del Centro Cardiovascular
- Directorado de Seguridad Pública
- Administración de los Tribunales
- Departamento de Justicia
- Oficina de Ética Gubernamental
- Oficina del Contralor
- Oficina del Gobernador
- Departamento de Hacienda
- OGP
- AEELA
- Autoridad de los Puertos
- AEE
- AAA
- Departamento de la Vivienda
- Doctor's Center Hospital
- ASEM
- Municipio de Guaynabo

- Municipio de Bayamón
- Municipio de Carolina
- Municipio de Caguas
- Medcentro Grupo 330
- Salud Integral en la Montaña Grupo 330
- Entre otros

Listado Parcial de Referencias: Sobre el 70% de instalaciones en el Gobierno Local



DPAN.

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Listado Parcial de Referencias de Kronos:

[illegible]



A Proven Enterprise Workforce Management Vendor

 <p>Coles Myer Ltd.</p> <p>100,000 Lic. 1900 sites</p>	 <p>Banner Health</p> <p>30,000 Lic. 46 locations</p>	 <p>Georgia-Pacific</p> <p>50,000 Lic. 600 locations</p>	 <p>WASTE MANAGEMENT</p> <p>70,000 Lic. 1,200 sites 250+ unions</p>	 <p>CPS</p> <p>70,000 Lic. 620 sites 16 unions</p>
 <p>PEPSICO</p> <p>60,000 Lic. 400 sites 5 business units</p>	 <p>CENDANT</p> <p>100,000 Lic. 45 businesses 2,000 locations</p>	 <p>KOHL'S</p> <p>102,500 Lic. 675 sites</p>	 <p>MOTOROLA</p> <p>60,000 Lic. 60 locations</p>	

Fast Time to Value Unparalleled Scalability and Performance

5 DESCRIPCION DE COMPONENTES PROPUESTOS

5.1.1.1 Software:

La propuesta de ISC a la AVP considera la utilización de la base de datos existente de Kronos en su versión 8.1 con los componentes activos de software en dicha base de datos, por lo cual para la propuesta estos módulos ya están disponibles y no representan costos adicionales para la AVP. Los mismos se incluyen en la siguiente tabla de referencia:

Cantidad	Software
2000	Workforce Time and Attendance
2000	Workforce Accruals
100	Workforce Manager
2000	Workforce Attendance
800	Workforce Employee
800	Workforce Mobile Employee
25	Workforce Mobile Manager
1500	Workforce WIM
5	Workforce HR/PR Administrator
800	HR Gov
20	Workforce Manager HR/PR
800	Workforce HR Employee

Para ampliar la base de datos con la adquisición del Módulo de Nominas se estarán añadiendo el siguiente software según fue solicitado.

Cantidad	Software
10	Workforce Manager Mobile
10	Workforce HR/PR Administrator
10	Workforce Manager HR/PR
400	Workforce Payroll

5.1.1.2 Hardware

La propuesta de ISC a la AVP considera la utilización de los terminales biométricos para el registro de la asistencia existentes en la AVP, por lo cual no se requiere inversión adicional en la compra de terminales adicionales.

5.1.1.3 Servicio en la Nube

- Mantenimiento y monitoreo 24/7 al servidor de Kronos.
- Protección antivirus.
- Todos los "backups" o resguardos del sistema Kronos y mantenerlos en un ambiente aislado fuera de los predios, para prevenir pérdida de información valiosa y además cumplir con las normas de "Disaster Recovery"
- Actualizaciones del Sistema Operativo Windows y SQL.
- Acceso a Kronos en todo momento.
- Ambiente de prueba.
- Evitará gastos no planificados y repentinos por fallas en el servidor de Kronos.
- Evitará fallas en la memoria o disco duro al servidor o cuando se esté quedando sin recursos o sin capacidad de procesamiento.
- Evitará tener que responder en el momento menos indicado a los usuarios del programa, por fallas en el servidor o la PC del programa.

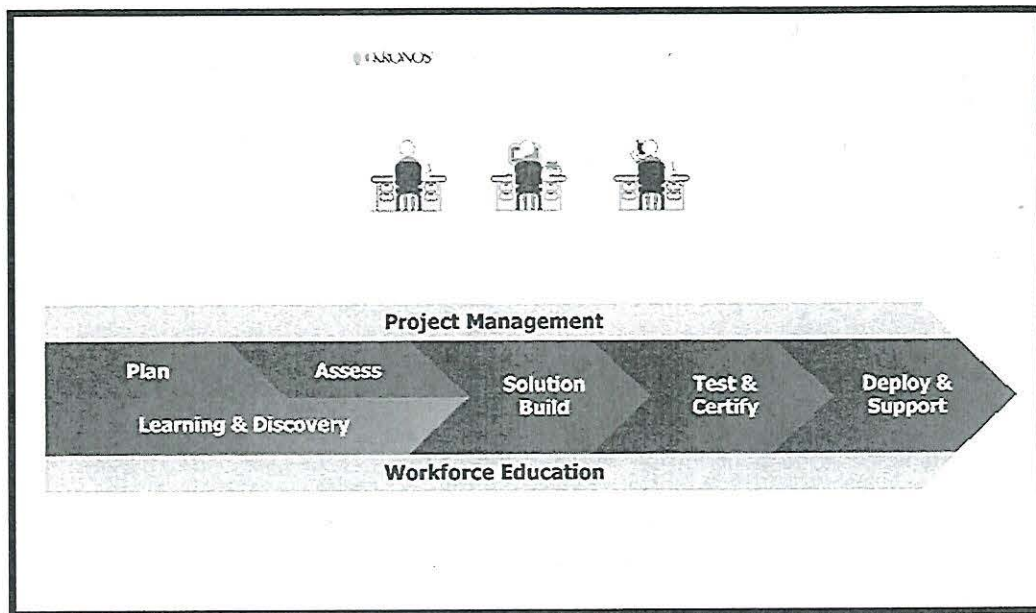
5.1.1.4 Servicios Profesionales de Implementación

Los servicios profesionales de implementación se trabajan en distintas fases y de manera bien personalizada, dentro de las áreas a cubrir se encuentran las siguientes:

- Gerencia de Proyecto
- Fase de Planificación
- Fase de Análisis
- Fase de Desarrollo
- Fase de Pruebas
- Fase de Despliegue
- Adiestramiento a Administradores
- Interfaces

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5.1.1.4.1 FASES DE IMPLEMENTACIÓN

INTERBORO utilizará una metodología que se compone de cinco (5) fases para la implementación de nuestra solución, las mismas se describen de manera general a continuación:

A. Fase de Planificación:

- INTERBORO asignará un Gerente de Proyecto, que tendrá a su cargo la evaluación de nuestra propuesta y la coordinación con el personal asignado por el cliente de las reuniones iniciales. En dichas reuniones, el cliente a su vez deberá nombrar un Gerente de Proyecto y los miembros del equipo de trabajo que representen las distintas compañías.
- Se repasarán las expectativas, alcance y los entregables definiendo las áreas de inicio y la distribución de responsabilidades y tareas entre los miembros del equipo de trabajo.
- Se establecerá el plan de comunicación del proyecto y se coordinarán las reuniones de planificación, reuniones técnicas y de encuestas. Se coordinarán reuniones periódicas en las que se discutirán los avances del proyecto definidos en esta etapa, los trabajos completados y se asignarán nuevas tareas al equipo de trabajo.
- En esta fase se revisarán los cuestionarios de necesidades, los requerimientos técnicos y se prepararán los documentos del proyecto como el Plan de Trabajo.
- Se definirá las estrategias de pruebas, adiestramientos y despliegue.

- Antes de terminada esta fase se obtendrá aprobación del cliente certificando los procesos de esta fase, entendiendo, aceptando los criterios del proyecto, su alcance y plan de trabajo.

B. Fase de Planificación

Durante esta fase se finalizarán los distintos cuestionarios de análisis y necesidades, se diseñará cualquier labor de desarrollo basado en los resultados de los cuestionarios y se revisará la documentación de los procesos de negocio relativo al proyecto. Se definirá la data a considerar para la fase de pruebas y los recursos, encargados del proceso de validación. Se creará y revisarán los requerimientos de adiestramientos. El plan de trabajo elaborado en la fase de planificación mostrará todas las tareas y recursos asignados a esta fase de Análisis.

C. Fase de Desarrollo de la Solución

Durante esta fase se configurarán los programas o aplicaciones según los cuestionarios y determinaciones establecidas en la fase de análisis, se revisarán actividades completadas y pendientes dentro del plan de trabajo. Entre la Fase de Desarrollo y Fase de Prueba se coordinarán los adiestramientos correspondientes conforme a la planificación definida en el plan de trabajo, la disponibilidad de recursos, tiempo y recomendaciones de INTERBORO para este proceso.

D. Fase de Pruebas

El plan de prueba incluirá tanto el cuadro de horas trabajadas de los distintos tipos de empleados, sus acumulaciones a las distintas licencias, las configuraciones de nóminas y el acceso a la data por parte de los usuarios según su nivel de seguridad y funcionalidad de otros módulos configurados, entre otras tareas. Una vez las pruebas sean satisfactorias se procederá a la aprobación de parte del personal del cliente y se transferirá el sistema de la base de datos de prueba a la de producción. Esto evitará que la data de prueba se quede en el sistema.

E. Fase de Despliegue

En esta fase se completarán los perfiles de acceso a los usuarios, se activarán los terminales y módulos configurados para uso de los usuarios. El personal de INTERBORO estará presente durante el despliegue de las aplicaciones y el comienzo del proceso de manejo de los módulos. Una vez esté en pleno funcionamiento el sistema pasará a manos del personal de transición, el cual se encargará de transferir los conocimientos necesarios al personal del cliente que se hará cargo



del día a día de las operaciones. INTERBORO proveerá soporte técnico durante el proceso de implementación del sistema.

5.1.1.4.2 TAREAS ASOCIADAS AL ESTIMADO DE HORAS DE SERVICIOS PROFESIONALES

- Instalación del módulo de nómina V8.1 en la nube de Interboro.
- Habilitar la base de datos de Kronos V8.1.
- Análisis y definición de la estructura de niveles de labor y los mapas organizacionales de Kronos.
- Análisis y configuración de las reglas de paga y las reglas de las licencias para todos los empleados incluidos en el proyecto.
- Análisis y configuración de nóminas, interfaces y reportes.
- Validación de la configuración correspondiente.
- Configurar el módulo de auto servicio al empleado para las transferencias de programas en celulares y/o computadoras.
- Proveer adiestramiento a los usuarios en varias sesiones del sistema (personal que designe AVP). Los adiestramientos se ofrecerán en las facilidades de Interboro.
- Trabajar transferencia al Departamento de Servicio, una vez completado el cierre de la implementación.

5.1.1.4.3 ADIESTRAMIENTOS

Interboro ofrece adiestramiento con personal interno dedicado a esta función. Por lo tanto, tenemos la flexibilidad de manejar variaciones a este ofrecimiento según la situación. El ofrecimiento incluye dos tipos de adiestramientos, el primero es el adiestramiento de los supervisores y el segundo es el adiestramiento para los administradores del sistema. Es una orientación y practica de los procesos para mantener su datos relacionados a nómina; ingreso de información de cuentas bancarias, formulación de planillas, retención de impuestos, entre otros. Durante el adiestramiento se estarán cubriendo los siguientes puntos del programa:

- 
- Modificar los registros del empleado en relación al proceso de paga, impuestos, deducciones voluntarias, entre otras.
 - Identificar el modo de configuración en referencia a fechas de paga y transferencia de información entre los módulos de Kronos.
 - Manejar los datos para realizar batch de nómina, incluyendo los informes para la validación y aprobación de estos.
 - Ilustrar los procesos para la realización de cálculos de nómina.
 - Mostrar el modo de obtener reportes relacionados a los cálculos de nómina para obtener la certificación correspondiente a esta.
 - Identificar el proceso nomina en su totalidad.
- 

- Establecer el modo de generar los archivos para la importación de datos y obtener los reportes correspondientes.
- Realizar ajustes de nómina (Payroll Adjustment).

5.1.1.4.4 TIEMPOS DE LA IMPLEMENTACIÓN

- Los tiempos de implementación del proyecto estarán identificados en el flujograma "time line" que presentará Interboro a AVP, conjuntamente con un plan de trabajo que se coordinará entre las partes, en la Fase de Planificación del Proyecto.
- Dicho plan incluirá las tareas del proyecto, los recursos y tiempos requeridos para las tareas, conforme las horas estimadas de servicios profesionales incluidas en la propuesta de INTERBORO.
- El cumplimiento con el tiempo de implementación que se establezca en el plan de trabajo estará sujeto a la disponibilidad de los recursos, disponibilidad de la información requerida, cumplimiento con los entregables entre las partes y cumplimiento con el alcance del proyecto.
- Cualquier desviación a este alcance podrá afectar el tiempo proyectado para la puesta en producción del sistema y el estimado de horas de servicios profesionales considerado para la implementación.
- Los Gerentes de Proyecto de AVP e INTERBORO, mediante las reuniones de progreso estarán evaluando el cumplimiento con el plan de trabajo e identificando cualquier situación que pueda afectar los tiempos programados para mitigar cualquier riesgo asociado.
- INTERBORO estará certificando a AVP las tareas realizadas y tiempos mediante Hojas de Conduces e Informes de Labor Realizada. De esta manera, el AVP podrá validar las actividades de los recursos y los servicios rendidos por parte de INTERBORO.

5.1.1.4.5 PREMISAS PARA LA IMPLEMENTACIÓN

Para la implementación del proyecto se consideran las siguientes premisas:

- DPB.
1. La implementación de ISC se considera un solo proyecto centralizado en AVP y Departamento de la Vivienda en donde se armonizarán todas las actividades y procesos relacionados al Proyecto mediante el recurso de Gerencia de Proyecto centralizado que designen.
 2. AVP tendrá disponible la infraestructura técnica y acceso al Cloud como parte de las reuniones de análisis previo al proyecto.
 3. AVP proporcionará a ISC toda la información requerida para la configuración del sistema y será responsable de certificar dicha información previa a que ISC comience a configurar el mismo.
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4. La carga de información a Kronos, no conllevará carga de información histórica de transacciones de empleados asociadas a nóminas y otras áreas de información.
5. ISC no será responsable de diferencias en relación al cómputo de nóminas que refleje el Departamento de Hacienda con el pago al empleado, ISC certificara la configuración de la nómina de Kronos según los parámetros de configuración del sistema y la validación del cliente.
6. ISC requiere disponibilidad del Departamento de Hacienda para poder hacer interfaces y reportes con datos de nómina pagada de RHUM, por lo que el cliente será responsable de solicitar los permisos e información que se requiera por parte de ISC para la construcción de reportes e interfaces. ISC será facilitador del proceso, pero no el responsable directo de solicitar las autorizaciones e información al Departamento de Hacienda.
7. ISC no será responsable de cualquier daño que ocurra en los sistemas instalados como consecuencia de virus o caso fortuito. Tampoco será responsable de reponer o reparar equipo que haya sido vandalizado (hasta los límites ofrecidos en esta subasta) o robado.
8. INTERBORO no será responsable por la pérdida de datos causada por un mal funcionamiento del sistema atribuible a esta.
9. El tiempo de ejecución de las tareas de ISC está basado en horas laborables, tareas que sean requeridas por parte del AVP en horarios fuera del horario regular o en fines de semana se consideran horas fuera del alcance del proyecto.

5.1.1.4.6 FUERA DE ALCANCE

- Desarrollo de informes especiales "customizados"- De surgir la necesidad por parte del AVP de un informe especial no disponible en el sistema, ni solicitado en los pliegos de subasta, se requerirá un análisis por parte de INTERBORO y dicha área para determinar el requerimiento especial del informe y el esfuerzo en servicios profesionales adicionales a los estimados e incluidos en el proyecto de implementación. El AVP podrá generar informes especiales utilizando las herramientas de Microsoft Reporting Services, para lo cual ISC le recomienda capacitación con Microsoft sobre dicha herramienta y apoyo interno del área de Sistemas de Información.
- Desarrollo de configuración especial fuera de los parámetros y funcionalidad del sistema. De surgir la necesidad por parte del AVP de una configuración especial no disponible en el sistema ni solicitado en la subasta, se requerirá un análisis por parte de INTERBORO y el área asignada para determinar el requerimiento especial y el esfuerzo en servicios profesionales adicionales a los estimados e incluidos en el proyecto de implementación.

- Sesiones de adiestramientos adicionales a las incluidas en el alcance. De surgir la necesidad por parte del AVP de que INTERBORO ofrezca sesiones de adiestramientos adicionales, INTERBORO podrá ofrecer los mismos mediante la aprobación por parte del AVP de una propuesta de servicios profesionales para adiestramientos adicionales a los ofrecidos.
- Desarrollo de Interfaces - De surgir la necesidad por parte del AVP de alguna interface como por ejemplo al Departamento de Hacienda, el mismo ya está implementado y en funcionamiento el cuál no requerirá costos adicionales a AVP, mas allá de los ajustes asociados a los códigos de paga propios que utiliza AVP.

5.1.1.4.7 CAMBIO DE ALCANCE

Para manejar un cambio de alcance dentro del proyecto de implementación deberá llevarse a cabo un procedimiento entre las partes el cual se describe a continuación:

- Identificar entre el Gerente de Proyecto de ISC y del AVP el cambio de alcance.
- Analizar entre las partes el requerimiento que motiva el cambio de alcance. El análisis incluirá viabilidad de ejecución, impacto en los tiempos del proyecto, estimado de costos adicionales de servicios profesionales, recursos disponibles y responsables de ejecutar el cambio de alcance.
- Documentar el requerimiento mediante un Formulario Cambio de Orden que proveerá el Gerente de Proyectos de ISC, el cual debe ser aprobado por el AVP y el Gerente de Proyecto de ISC.
- Una vez aprobado se incluirá el cambio de alcance como parte del proyecto, se planificarán las actividades correspondientes y se actualizará el plan de trabajo según aplique.

5.1.1.4.7.1 RESPONSABILIDADES GENERALES DEL AVP

- Asignar un "Project Sponsor" que garantice la resolución y/o toma de decisiones sobre asuntos y temas relacionados con calendario, entrevistas, recolección y diseminación de información, asegurando el cumplimiento de expectativas y requerimientos originales del cliente.
- Personal disponible y asignado al proyecto para soporte a las actividades a ser realizadas.
- Asegurar que las fechas propuestas para implementación sean las indicadas conforme a su planificación interna y disponibilidad de recursos.



- Suministrar y/o completar la información y tareas requeridas para propósitos del proyecto en la definición, análisis y validación de las siguientes áreas, según apliquen:
 1. Encuestas para definición de reglas de pago
 2. Perfiles de seguridad para el sistema
 3. Acumulación de licencias
 4. Distribución de labor, códigos y fondos aplicables
 5. Coordinación de adiestramientos
 6. Proporcionar el soporte de sistemas operativos y bases de datos durante la implementación del software en los casos que aplique.
 7. Proporcionar accesos y credenciales correspondientes al equipo de ISC para acceder a los sistemas apropiados, incluyendo pero no limitándose a la base de datos de Kronos del AVP.
 8. Proporcionar acceso remoto a los ambientes o VPN.
 9. Realizar los resguardos que sean requeridos durante el proceso de implementación o migración.
 10. Asegurar la disponibilidad del equipo de IT para la transferencia de conocimiento y su participación en la instalación del hardware y/o el proceso de adiestramiento.
 11. Resolver cualquier deficiencia interna que pudieran impedir o retrasar el proyecto basado en las fechas y tareas acordadas en el plan de trabajo.

5.1.1.4.8 RESPONSABILIDADES GENERALES INTERBORO

- Asignar un gerente de implementación de servicios profesionales para administrar la planificación, ejecución y el alcance del proyecto cumpliendo con los términos establecidos en el contrato, plan de trabajo y documento de alcance.
- Atender a las reuniones programadas con el equipo de trabajo del AVP.
- Crear un flujograma de tiempos del proyecto y plan de trabajo de las actividades de la implementación. Actualizar los mismos según sea necesario.
- Coordinar disponibilidad con los recursos correspondientes de ISC para garantizar que se completen todas las tareas definidas en el plan de trabajo, cuya responsabilidad directa es de ISC.
- Comunicar directamente al Gerente de Proyecto del AVP, sobre el estado del proyecto, riesgos, desviaciones y progresos entre otros.
- Asegurar la calidad del trabajo por parte de ISC a lo largo del proyecto.
- Proveer a AVP reportes de progresos y otros informes asociados a la gerencia del proyecto.
- Comunicar al Gerente del Proyecto del AVP el estatus de horas incurridas del proyecto y notificar si por cambios de alcance o variaciones del proyecto, las horas estimadas pueden ser agotadas.
- Certificar los servicios rendidos a AVP mediante conductos e informes de labor realizada.

5.1.1.4.9 RECURSOS REQUERIDOS DEL AVP

El alcance del proyecto de implementación contempla que las tareas de Gerencia del Proyecto por parte del AVP, así como toda la fase de planificación y análisis se lleven a cabo centralizadas con la persona que se designe en el AVP. Entiéndase que dicha persona será responsable de trabajar lo correspondiente en relación a todas las áreas incluidas en el proyecto, para así armonizar todos los elementos de definición, configuración, validación y adiestramientos. No se considera dentro del alcance actividades por separado dado a que se establece la premisa de que es un solo proyecto y que se armonizarán todas las actividades y procesos relacionados mediante el recurso designado del AVP.

I- Gerente de Proyecto AVP- El gerente de proyecto designado tendrá como responsabilidad principal el mantener la visión relacionada al proyecto. Este debe poder tomar decisiones en el proceso de implementación, requerir información a todo personal incluyendo el personal funcional de los programas, esto para el funcionamiento efectivo del proyecto en los tiempos requeridos y facilitar la implementación al equipo de trabajo de INTERBORO.

Ejemplos de las responsabilidades incluirán:

- Asistir en el desarrollo de un plan de trabajo detallado.
- Identificar los integrantes del equipo de proyecto por parte del AVP.
- Hacer disponible los recursos y las facilidades.
- Convocar y dirigir reuniones regulares para dilucidar progreso del proyecto, situaciones pendientes, riesgos y asuntos relacionados.
- Asegurar que el personal clave esté identificado para satisfacer las necesidades de proyecto.
- Informar a INTERBORO de cualquier situación urgente y riesgos que puedan impactar la implementación del proyecto.
- Mantener informado al equipo de trabajo y ejecutivo del AVP sobre el progreso del proyecto.
- Revisar que los entregables estén a tiempo y con calidad.
- Revisar cambios al itinerario de proyecto y como los mismos afectan el proyecto.
- Revisar plan de trabajo, progreso, comunicar posibles cambios y asuntos relacionados.
- Certificar las facturas para pago y realizar gestiones correspondientes con el Departamento de Finanzas para la emisión de los pagos según establecido en el contrato.

II- Equipo Funcional y Técnico - El equipo funcional y técnico estará compuesto por representantes de los Departamentos de Recursos Humanos, Nóminas (Finanzas) y Sistemas de Información del cliente y que forman parte del proyecto. Estos tendrán la responsabilidad de ejecutar las tareas que le apliquen del proyecto en el tiempo establecido y dentro de los parámetros definidos en las fases de planificación y análisis. Deben tener comprensión de los procesos a considerar dentro del proyecto. El número de los individuos asignados a cada equipo y el tiempo requerido dependerá de varios factores, incluyendo el alcance del proyecto y la combinación de trabajo con los recursos de INTERBORO.

5.1.1.4.10 RECURSOS REQUERIDOS DE INTERBORO

I- Gerente de Proyecto – INTERBORO- La responsabilidad primaria del manejo diario del proyecto recae en el gerente de proyecto. Este se encargará de manejar los esfuerzos de integración del proyecto entero, asegurando la calidad, continuidad y éxito del proyecto, así como el cumplimiento de los entregables. Estas actividades forman la espina dorsal del proyecto para asegurarse de que las expectativas del cliente estén resueltas dentro de los parámetros aprobados en el alcance del proyecto. Las responsabilidades de esta función incluyen:

- Asegurar que los requerimientos definidos del proyecto sean cumplidos según el plan de trabajo.
- Trabajar para resolver las situaciones de forma efectiva.
- Proveer reportes de estado del proyecto.
- Notificar a la gerencia sobre cambios al alcance del proyecto.
- Tomar decisiones a tiempo para evitar atrasos al proyecto.
- Revisar los entregables para que éstos se cumplan a tiempo, correctamente y con la calidad que se esperan.
- Revisar cambios al itinerario del proyecto para identificar el impacto al proyecto.
- Crear un proceso de transferencia de conocimientos para garantizar el éxito del proyecto.

II- Consultor de Aplicaciones – INTERBORO- El consultor de aplicaciones de Interboro proporcionará conocimiento con la experiencia adquirida en otras implementaciones. Sus responsabilidades incluirán:

- Analizar los requerimientos
- Asistir en la configuración de la aplicación
- Configurar los escenarios de prueba
- Asistir en el plan de pruebas de la aplicación
- Asistir en la transferencia de conocimientos al personal

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III- Consultor Técnico - INTERBORO- El consultor técnico de Interboro proporcionará consejos técnicos referentes a la arquitectura y la administración de la base de datos del cliente. Este consultor técnico proveerá apoyo técnico relacionado a:

- Auditoría Técnica
- Instalación de la base de datos
- Instalación de la aplicación
- Realizar ajustes en la base de datos y diseño de interfaces

IV- Especialista en Adiestramientos - INTERBORO- El especialista de adiestramientos diseñará y ejecutará el plan de adiestramientos, basado en los perfiles de administrador y usuarios y las áreas funcionales de T&A. Proveerá manuales y guías funcionales de usuarios y administradores.

5.1.1.5 SERVICIO AL CLIENTE

Servicios de Garantía y Mantenimiento

- La garantía será de (1) año y el servicio de soporte y mantenimiento comienza una vez se instale el programa de Kronos en el Cloud. Aunque el equipo de implementación se encuentre en el proceso de análisis, configuración, pruebas y adiestramientos, el programa de Kronos y sus terminales estarán cubiertos por los servicios de apoyo y mantenimiento de nuestro Departamento de Servicio al Cliente. El programa de Kronos podrá recibir actualizaciones de "Service packs" durante el proceso de implementación, ya que es natural que el fabricante de Kronos continúe trabajando en las mejoras tecnológicas y mejoras de funcionalidades que ya tiene identificadas de antemano.
- Una vez el sistema se ponga en producción, nuestro Departamento de Servicio al Cliente se encargará de recibir todas las solicitudes de servicio por parte del AVP. Todas las llamadas de servicio al cliente se documentan en nuestro sistema de manejo de clientes y el mismo ofrece un número de ticket para el seguimiento de la situación hasta que la misma se cierre. El sistema nos permite canalizar los servicios mediante su importancia e urgencia de la situación. También, le permite a Interboro evaluar el servicio brindado en todo momento. Es importante mencionar que Interboro se mantiene siempre evaluando la entrega de nuestros servicios para asegurar nuestro

cumplimiento con el acuerdo de servicio ofrecido. Nuestro equipo de Servicio al Cliente cuenta con unas 30 personas activas dedicadas exclusivamente para atender los incidentes de servicio. Por último, nuestro equipo de servicio también es apoyado por el "Global Help Desk" de Kronos cuando existe alguna situación particular dentro de la programación. .

Cobertura de Programas

- La cobertura de servicio de apoyo y mantenimiento del programa Kronos incluye todos los service packs, correcciones, actualizaciones legislativas o parches, generados por el fabricante. Las solicitudes de apoyo pueden ser recibidas por correo electrónico o llamada telefónica. Una vez la llamada es registrada se determina el nivel de urgencia de la misma y se establece un nivel de servicio para la misma. Por lo tanto, los tiempos de respuesta es de cuatro (4) horas máximo y dependiendo de la severidad del evento se asigna el personal correspondiente para atender el mismo. Interboro determinará la gravedad del evento junto al cliente.

5.1.1.5.1 EXCLUSIONES AL SERVICIO DE GARANTÍA Y MANTENIMIENTO

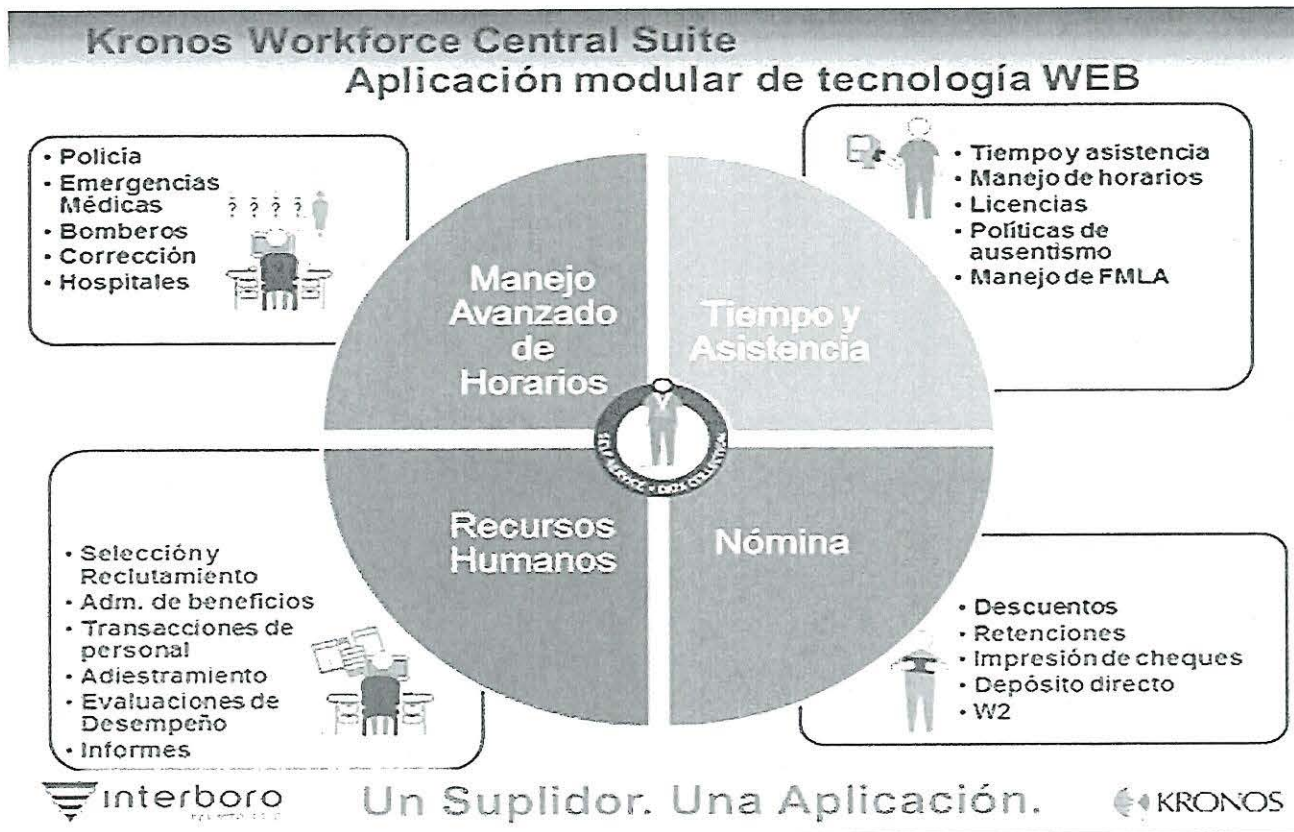
- Labores eléctricas externas al sistema o mantenimiento de accesorios a menos que Interboro realice tales trabajos.
- Reparación de daños causados por accidentes, mal uso o alteraciones incluyendo la instalación y remoción de material extraño o modificaciones al mismo no recomendadas por Interboro.
- Reparaciones de daños o incremento en el tiempo de servicio como resultado por no proveer el ambiente adecuado con todas las facilidades indicadas en el manual de instalación, incluyendo pero no limitado a fallas eléctricas, uso de suministros o materiales que no reúnan las especificaciones de Interboro, excepto si Interboro es responsable por tales instalaciones.
- Reparaciones de daños o incremento en el tiempo de servicio como resultado de ausencia de equipo de protección eléctrica para picos o



voltaje variable, entiéndase como por ejemplo, ups o regulador de voltaje.

- Reinstalaciones de los programas o relocalizaciones de los relojes.
- Labor de instalar, programar para convertir data luego de "upgrade" o actualización y adiestrar nuevo personal en actualizaciones del sistema.
- Servicios por fallas en el disco duro, virus o corrupción de data por equipo periferal o debido a causas no relacionadas con la operación normal de los programas. Esto en caso de no contar con "Cloud".
- Readiestramientos para nuevo personal o cuando el usuario carece del conocimiento apropiado para la operación eficiente del sistema Kronos

6.1.1.1 DESCRIPCIÓN DE MÓDULOS APLICABLES A LA PROPUESTA



- **Workforce HR/PR Administrator**- Licencia que habilita el acceso al sistema al usuario que será el administrador de la nómina para procesar la misma, generar reportes y administrar directamente todo lo relacionado a set up de un empleado en la nómina, así como cualquier ajuste que se requiera para procesar la misma. Se determina el nivel de acceso y seguridad que tendrá el administrador, así como la auditoria de dicho usuario, esto se define con el cliente.

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6.2 **WORKFORCE PAYROL**-COMPONENTE INTEGRAL DENTRO DE LA SUITE DE KRONOS

WORKFORCE CENTRAL, EL CUAL PERMITE SER MÁS EFICIENTES ELIMINANDO DISCREPANCIAS Y REDUNDANCIA EN LA ENTRADA DE DATOS ENTRE LAS APLICACIONES DE TIEMPO Y ASISTENCIA, RECURSOS HUMANOS Y NÓMINAS. ESTE MÓDULO TRANSFORMA LOS PROCESOS DE RECURSOS HUMANOS, DESDE LA ADMINISTRACIÓN DE BENEFICIOS, HASTA EL MANEJO ORGANIZACIONAL PERMITIENDO A LA VEZ, QUE LOS PROFESIONALES DE RECURSOS HUMANOS Y ADMINISTRADORES DE NÓMINAS SE ENFOQUEN EN INICIATIVAS ESTRATÉGICAS. LA SOLUCIÓN DE NÓMINA QUE ESTÁ INTEGRADA A RECURSOS HUMANOS LE PERMITE MANEJAR TODO EL PROCESAMIENTO DE LA NÓMINA DE SUS EMPLEADOS DESDE UN SOLO LUGAR. LA MISMA SE ALIMENTARÁ DE LA SOLUCIÓN DE TIEMPO Y ASISTENCIA Y DE RECURSOS HUMANOS PARA TENER EL CUADRE DE HORAS TRABAJADAS DE LOS EMPLEADOS Y LA INFORMACIÓN PERTINENTE PARA PODER CORRER CON LA NÓMINA EN UN PROCESO ÁGIL Y SENCILLO. EN EL CASO DE LA AVP ESTE MÓDULO PERMITIRÁ EL PROCESAMIENTO DE UNA NÓMINA DENTRO DE KRONOS PARA REPORTAR RESULTADOS DE COSTOS DE NÓMINAS POR LABOR Y FONDOS, PESE A QUE EL PAGO AL EMPLEADO NOS REALIZARA DIRECTAMENTE DE DICHO MÓDULO, MÁS BIEN SE MANTENDRÁ EN RHUM, LA AVP SIMULARA EN KRONOS EL PROCESAMIENTO COMPLETO DE UNA NÓMINA Y TENDRÁ TODA LA INFORMACIÓN CORRESPONDIENTE A LA MISMA A NIVEL DE DEDUCCIONES, PAGOS Y OTROS CONCEPTOS DE NÓMINAS.

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7 COSTOS

Costos del Proyecto

Se incluye el desglose de costos del proyecto conforme a la descripción del alcance previamente identificado.

PROGRAMAS PARA AVP WFC T&A V8.1:

QTY	DESCRIPTION
10	Workforce Mobile Manager V8.1
10	Workforce HR/PR Administrator V8.1
10	Workforce Manager HR/PR V8.1
400	Workforce Payroll V8.1
1 yr	Annual Service Agreement (One year) - included
TOTAL WFC T&A_Software:	
\$14,385.00	

HRS SERVICIOS PROFESIONALES: (PS-WFCH)

Horas de Servicios Profesionales

QTY	DESCRIPTION
160	WFC Time & Labor Suite changes and Org Map
440	HR adjustment, payroll set up and configuration
50	Training
200	Custom Reports as requested
300	Custom Imports to RHUM/Kronos
12	ISC-Kronos Cloud Services-Incremento de memoria al servidor actual y añadir ambiente de prueba
Total	
\$104,350.00	

GRAN TOTAL: \$118,735.00

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8 TÉRMINOS DE PAGO

AVP pagará a INTERBORO neto 30 días las partidas que corresponden a los programas a partir de la entrega de los mismos.

El AVP pagará a INTERBORO neto 30 días los servicios profesionales rendidos mensualmente como parte de la implementación del proyecto.

OTROS TERMINOS:

1. *INTERBORO SYSTEMS CORPORATION (ISC)* no se hace responsable por la preparación eléctrica ni de comunicaciones a utilizarse por los equipos entregados.
2. *ISC* no se hace responsable por apoyo a equipos no vendidos ni entregados por Interboro.
3. Los adiestramientos se harán en las facilidades de Interboro.
4. Todas las fechas de vencimiento son expresadas en días calendarios.
5. Todos los depósitos de equipos no son reembolsables.
6. Se aplicarán penalidades por la cancelación de una orden y/o contrato aceptado por Interboro como bueno para ordenar los productos y servicios.
7. Toda mercancía entregada y recibida como buena no podrá ser devuelta.

DPB.

14

Workforce Central

Workforce Absence Manager: Time Off and Accruals

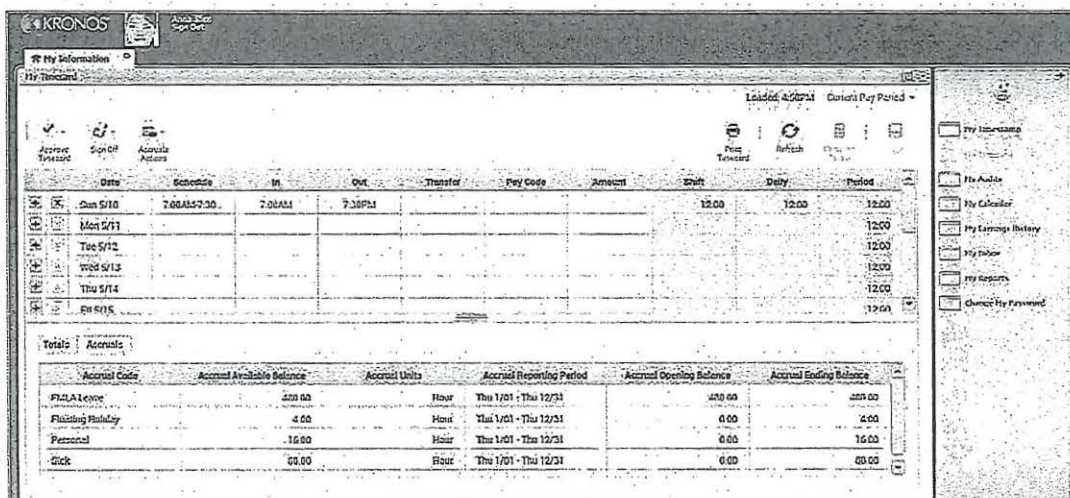
Automate Time Off, Paid Sick Policies, and Processes to Manage Compliance and Bottom-Line Results

Trying to measure, track, and report on employee time off and paid time off (PTO) using time-consuming, error-prone manual processes or in disparate systems just doesn't cut it anymore. It drains productivity, drives up costs, and ultimately hurts your bottom line. Now there's an easier and better way to manage employee time off. The Accruals component included in Kronos® Workforce Absence Manager™ solution automatically enforces your time-off policies — consistently and accurately — to virtually eliminate potential abuse by employees and ensure that policies are applied fairly across the organization. As part of the Workforce Central® suite, managers have one place to go to manage time off (accruals), which is fully integrated into your timekeeping solution and thereby improves the productivity of your payroll team. The solution provides the complete automation and high-quality information your organization needs to help control labor costs, minimize compliance risk, and improve workforce productivity. It also lessens the administrative burden of complying with state or municipality sick-leave regulations. With effectively managed accruals, employees are able to take their earned time off and management is able to understand the organizational leave liability. Employees will appreciate the ability to view their accrual balance when needed and know how much time they have available.



Key Benefits

- » **CONTROL LABOR COSTS** The ability to report accrual balances in real time reduces the potential for mistakes and abuse
- » **MINIMIZE COMPLIANCE RISK** Centralization of time-off policies enables consistent, accurate enforcement
- » **IMPROVE WORKFORCE PRODUCTIVITY** Automated tools help expedite or eliminate time-consuming administrative tasks associated with managing time off
- » **ENGAGE YOUR EMPLOYEES** Give your employees visibility into their time-off balances



DPAN

Date	Schedule	In	Out	Transfer	Pay Code	Amount	Unit	Rate	Period
Sun 5/10	7:00AM-7:30	7:00AM	7:30PM					12.00	12.00
Mon 5/11								12.00	12.00
Tue 5/12								12.00	12.00
Wed 5/13								12.00	12.00
Thu 5/14								12.00	12.00
Fri 5/15								12.00	12.00

Accrual Code	Accrual Available Balance	Accrual Units	Accrual Reporting Period	Accrual Opening Balance	Accrual Ending Balance
PL21A Leave	200.00	Hour	Thu 1/01 - Thu 12/31	200.00	200.00
PL21B Holiday	4.00	Hour	Thu 1/01 - Thu 12/31	0.00	4.00
Personal	16.00	Hour	Thu 1/01 - Thu 12/31	0.00	16.00
Sick	00.00	Hour	Thu 1/01 - Thu 12/31	0.00	00.00

Workforce Absence Manager provides a single, real-time view into all accrual balances. This up-to-the-minute visibility guides employees in making time-off requests based on eligibility, while providing supervisors with the at-a-glance decision support needed to control costs and maximize productivity.

SPC

Workforce Central

Workforce Absence Manager: Attendance

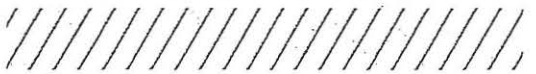
An Easier Way to Manage Attendance

A survey conducted by the Society of Human Resource Management found that the total financial impact of paid time off, as a percentage of payroll, is up to 22%.¹ This number represents direct costs associated with paying absent employees and staff replacement workers, as well as indirect costs such as lost productivity. The same study determined that unplanned absences like sick time, late arrival, early departure, and extended breaks reduce productivity by as much as 6.7% of payroll.² Undeniably, the costs of employee absence are both real and measurable at your organization. But there is good news — the cost of absenteeism and its effects on productivity can be controlled with the attendance component within the Kronos® Workforce Absence Manager™ solution.

Labor costs got you down?

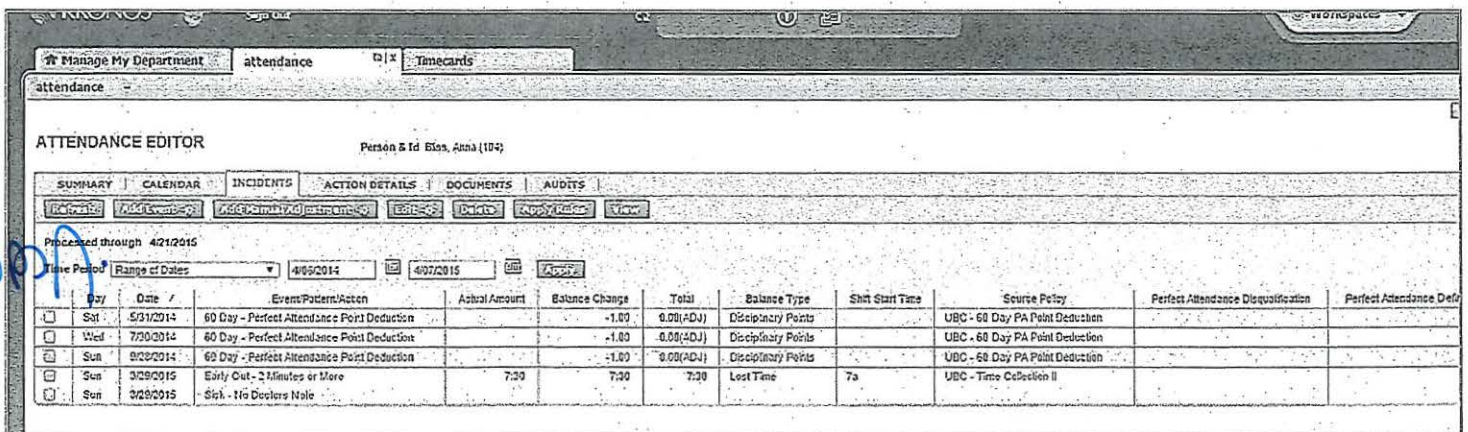
The Attendance component of the Workforce Absence Manager solution automates and streamlines the application of your attendance policies — no matter how complex — so you can enforce rules consistently and control the costs, risks, and productivity effects associated with employee absenteeism.

Give your executive team and leaders the visibility they need to accurately measure the cost of absences and understand what drives absenteeism. And it provides your frontline managers visibility and insight into patterns of employee absenteeism, enabling managers to focus on employees with absence issues. It also allows managers to improve productivity and proactively reduce the direct and indirect costs associated with replacement workers and excess overtime.



Key Benefits

- » **CONTROL LABOR COSTS** with insights that accurately measure the cost of absence and help understand factors that drive absenteeism
- » **MINIMIZE COMPLIANCE RISK** with consistent and fair enforcement of policies
- » **IMPROVE WORKFORCE PRODUCTIVITY** automating, streamlining, and standardizing the application of attendance policies — no matter how complex



ATTENDANCE EDITOR
Person: S Id Bios, Anna (104)

Processed through: 4/21/2015

Time Period: Range of Dates: 4/15/2014 to 4/27/2015

Day	Date	Event/Pattern/Action	Actual Amount	Balance Change	Total	Balance Type	Shift Start Time	Source Policy	Perfect Attendance Disqualification	Perfect Attendance Def
Sat	5/31/2014	60 Day - Perfect Attendance Point Deduction		-1.00	0.00 (ADJ)	Disciplinary Points		UBC - 60 Day PA Point Deduction		
Wed	7/30/2014	60 Day - Perfect Attendance Point Deduction		-1.00	0.00 (ADJ)	Disciplinary Points		UBC - 60 Day PA Point Deduction		
Sun	8/24/2014	60 Day - Perfect Attendance Point Deduction		-1.00	0.00 (ADJ)	Disciplinary Points		UBC - 60 Day PA Point Deduction		
Sun	3/29/2015	Early Out - 2 Minutes or More	7:30	7:30	7:30	Lost Time	7a	UBC - Time Collection II		
Sun	3/29/2015	Sick - No Doctors Note								

The Attendance Editor allows you to view detailed employee attendance information and update attendance data.

¹ Society for Human Resource Management, *Total Financial Impact of Employee Absences in the U.S.*, at 3 (2014) (Sponsored by Kronos Incorporated).

² *Ibid.*, at 11.

Hi

Getting Payroll Right May Be Every Company's Most Important Job

An estimated 152 million U.S. workers and their families depend on payroll professionals to get it right every payday.¹ It's a critical job for all kinds of reasons. Here are just three:

- » Nearly six in 10 of those U.S. workers and their families are living paycheck to paycheck.²
- » 82 million new hires would leave their jobs if their first paycheck was wrong.³
- » The IRS levied \$4.96 billion in civil tax penalties against U.S. businesses for payroll errors and violations in 2014.⁴

Yet only 13% of payroll professionals believe that the paychecks they issue for hourly workers perfectly represent the hours worked and the pay due.⁵

Getting paid is what defines work — so you'd better get it right

Being paid is literally what defines work. As Mollie Lombardi, co-founder and CEO of Aptitude Research, wrote, "If you can't get [payroll] right, really nothing else matters. And you have to get it right for compliance reasons, as well as for your employees. Nobody likes surprises, particularly when it comes to their money."⁶

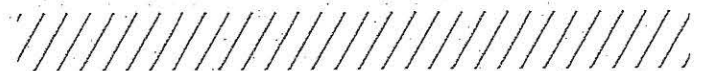
At the same time, payroll has become an increasingly complex process. Federal, state, and local payroll tax laws are frequently changing and becoming more complex. The information needed to process payroll comes from more sources than just the employee's timecard. Along with that complexity has come greater risk of getting things wrong.

Payroll is no longer just about payroll; it's about managing employee data — the handling, the control, and the security of data.

Yet it's still often done by hand

Despite the increased complexity of payroll and compliance, many companies are still using manual methods to get the job done. An estimated one in three employees who are required to input their hours each pay period use a timecard or timesheet (rather than a software application or even a time clock).⁷

Consider the implications of that number. It means the time being reported by about 30 percent of all employees who input their own hours is far likelier to be wrong compared with hours tracked with an automated system. The time entered by those workers is also more likely to lead to errors in payroll calculations and data entry, and to be misrepresented (either intentionally or accidentally).



The far-reaching impact of payroll errors

- » Employees who are less than certain that payroll withholding and the net amount of their paycheck are correct each payday **11%⁸**
- » Employees who would find it difficult to meet current financial obligations if their next paycheck was delayed for a week **67%⁹**
- » The most common payroll inquiries are about employee payslips **25%¹⁰**
- » U.S. workers who will start a new job search after experiencing only two problems with their paychecks **49%¹¹**

DPK

for

The same functionality gives payroll leaders the ability to proactively identify issues and collaborate among units and managers thanks to email alerts and a robust workflow that flags issues before they become trends. In the end, managers and supervisors save time on payroll problems and details so they can focus more on revenue-generating activities such as customer service or production quality.

About Kronos

Kronos is a leading provider of workforce management and human capital management cloud solutions. Kronos industry-centric workforce applications are purpose-built for businesses, healthcare providers, educational institutions, and government agencies of all sizes. Tens of thousands of organizations — including half of the Fortune 1000® — and more than 40 million people in over 100 countries use Kronos every day. Visit www.kronos.com. **Kronos: Workforce Innovation That Works™**.

"Employees know they're coming to work at an organization that takes paying them accurately very seriously. They feel good about this and so do we."

— Paul Mantell, VP, Human Resources,
YMCA of Greater Boston (Kronos case study)

Put Kronos Human Capital Management to work for you:
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KRONOS®

Workforce Innovation
That Works™

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Workforce Central

Workforce Mobile

The power of Workforce Central on your device

The Kronos® Workforce Mobile™ solution is a connection to your Workforce Central® system that lets your employees complete common administrative tasks right from their mobile devices. With on-the-go access, your employees can instantly engage, make effective decisions, take action, and increase day-to-day productivity. Mobile workforce management will fundamentally change the way that your workforce interacts and connects with your organization.

Workforce Mobile empowers employees and managers by giving them untethered access to Workforce Central in a sleek, easy-to-use format. The simplicity of mobile functionality allows users to access Workforce Central with virtually no training. Workforce Mobile takes full advantage of multi-touch capabilities so that users can easily navigate through data and make labor adjustments — using a simple tap, pinch, or swipe of a finger.

Gain the Visibility You Need: Whenever, Wherever

When is my shift? Can I take a day off? Which department did I work in last Tuesday? With Workforce Mobile, employees and managers can quickly and easily get answers to these questions and more, right on their devices. That means less time spent digging for answers to administrative issues and more time spent on work activities that contribute to your organization's success. Managers can easily see requests and tasks and rapidly respond to potential workforce management issues, while employees can perform their time management tasks when and where they need to.

Boost Employee Engagement

Enabling employee self-service on a mobile device gives employees an easy way to get answers to information on workforce questions and situations that come up every day. Employees can clock in and out, view schedules, adjust availability and preferences, check time-off balances, sign up for open shifts, view benefits and pay information, and request days off.

Workforce Mobile employee self-service makes it easier than ever for employees to get the information they need. When employees have anytime, anywhere access to information, they feel valued and treated fairly. And when employees feel valued, they become more engaged and are more likely to give an extra effort to your organization — leading to increased productivity and better business outcomes.

Benefits for a Remote Workforce

Why make your people go into the office if they don't need to? Workforce Mobile enables your field and off-site employees to access the same deep functionality available on their desktop or laptop computer.

Key Benefits

- » **EMPOWER YOUR EMPLOYEES** to submit requests, approve timecards, submit punches, conduct transfers, track detailed labor activity, and more
- » **ALLOWS MANAGERS TO RESOLVE EXCEPTIONS** as they happen and quickly respond to employee requests
- » **LEVERAGE GPS-BASED TECHNOLOGIES** like geofencing and geosensing to access information based on location



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Workforce Central

Workforce Timekeeper

Automate Time and Attendance Tracking for Bottom-Line Results

Labor is your organization's most valuable asset and its most controllable expense. Yet many organizations still rely on manual, semiautomated, or disparate systems to track employee time and attendance. These outdated approaches make it difficult to manage labor expenses or gain visibility into trends and activities that could be costing you money. That's why, for effective workforce management and accurate conversion of labor hours to payroll, error-prone spreadsheets, inconsistent data, and stale reports just won't cut it anymore.

The Kronos® Workforce Timekeeper™ solution enables you to track, manage, and control employee time and attendance data for uncompromised workforce management. It offers unmatched functional depth, proven global capabilities, and a superior user experience. Used by organizations of all sizes around the world, Workforce Timekeeper consistently applies configurable work and pay rules for increased payroll accuracy. It tracks and enforces complex compliance requirements, such as labor laws, union rules, and organization-specific policies. And it simplifies time-consuming administrative tasks so your staff can focus on value-added activities. No matter what industry you're in, this reliable, intuitive, and easy-to-own solution provides automated tools and high-quality information to help you control labor costs, minimize compliance risk, and improve workforce productivity.

Control labor costs with complete automation

Workforce Timekeeper stores time and attendance data in a single, centralized platform that drives automated workforce processes and provides quick, easy access to meaningful labor information. A configurable business rules engine

Key Benefits

» CONTROL LABOR COSTS

- Automatically apply work and pay rules to reduce payroll inflation
- Increase labor-costing accuracy, strengthen auditability, and reduce off-cycle paychecks

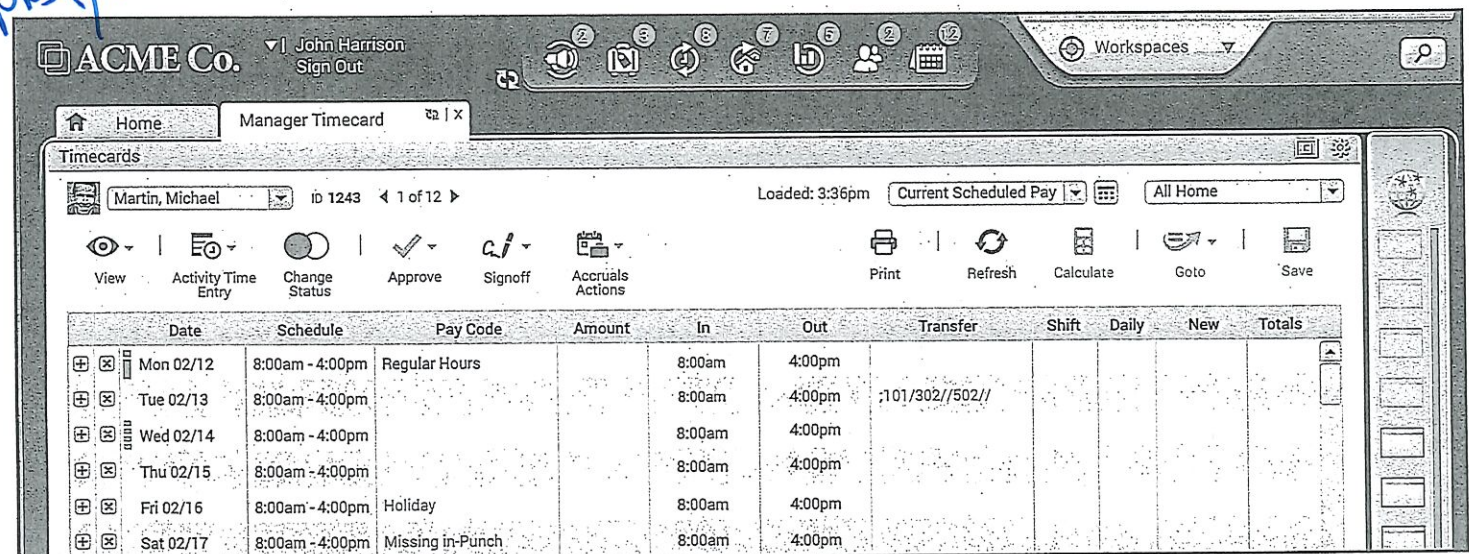
» MINIMIZE COMPLIANCE RISK

- Centrally enforce labor laws, union rules, and organization-specific policies

» IMPROVE WORKFORCE PRODUCTIVITY

- Automate and streamline time-consuming administrative tasks
- Gain real-time visibility into workforce data for improved decision making
- Increase employee satisfaction and user adoption rates

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Date	Schedule	Pay Code	Amount	In	Out	Transfer	Shift	Daily	New	Totals
Mon 02/12	8:00am - 4:00pm	Regular Hours		8:00am	4:00pm					
Tue 02/13	8:00am - 4:00pm			8:00am	4:00pm	101/302//502//				
Wed 02/14	8:00am - 4:00pm			8:00am	4:00pm					
Thu 02/15	8:00am - 4:00pm			8:00am	4:00pm					
Fri 02/16	8:00am - 4:00pm	Holiday		8:00am	4:00pm					
Sat 02/17	8:00am - 4:00pm	Missing in-Punch		8:00am	4:00pm					

Workforce Timekeeper makes it easy for managers to view employee timecards and see exceptions such as missing, early-in, and late-out punches.

Yes

Reporting made easier with Operational Reporting

Kronos provides reports prepared in advance with data that has been requested by our customers. While these reports may be useful for your purposes, you also have the flexibility to edit the underlying templates that drive each report to pick and choose the data that you want to see. By downloading the report, copying, and modifying it, you can create a new report and import it back into the Kronos Workforce Central® suite.

More accurate labor costing, strengthened auditability, and fewer off-cycle paychecks

In many cases, employees work several jobs, often in multiple departments. Managers need visibility into the entirety of these employees' schedules, yet they also require the ability to approve only those hours associated with their department. Multiple Approvals delivers this functionality to managers in any industry where this common situation occurs.

Complete and in the cloud

Workforce Timekeeper is an integral component of the Kronos Workforce Central suite — a complete, integrated workforce management solution that also addresses scheduling, absence management, HR/payroll, hiring, and labor analytics. Anytime, anywhere access via desktop, mobile device, or tablet helps supervisors manage in the moment. A superior user experience boosts adoption rates and increases employee engagement. And exceptional services help unlock the value of your workforce management investment and deliver the experience you expect.

The screenshot displays the Kronos Workforce Timekeeper web application interface. At the top, the user is logged in as John Harrison, with a 'Sign Out' option. The interface includes a navigation bar with tabs for 'Home' and 'Manager Workspace'. Below this, there's a 'My Genies' section with a 'All Persona QuickFind List' dropdown. A toolbar contains various icons for actions like 'Select All', 'Column Selection', 'Filter', 'People', 'Timekeeping', 'Accruals', 'Approval', 'Schedule', 'Absence', 'Refresh', 'Share', 'Goto', and 'Save'. The main content area is a table listing employees with columns for Name, ID, Primary Labor Account, Assigned Manager, Pay Rule, Worker Type, and Base Rate. The table lists 20 employees, including Baker, Eddy; Brown, Elizabeth; Carter, Anne; Edwards, Nancy; Fisher, Eustace; Hernandez, Steven; Higgins, Giselle; Howard, James; Jenkins, Gordon; Johnson, Lisa; Kelly, Heather; King, Susan; Knight, Henry; Lee, Richard; Lewis, Howard; Lopez, Mabel; and others. A sidebar on the right contains a vertical list of checkboxes. The interface is branded with 'ACME Co.' in the top left corner.

Name	ID	Primary Labor Account	Assigned Manager	Pay Rule	Worker Type	Base Rate
Baker, Eddy	007108	Groundskeeping/Gardener	Martin, Eric	US FLSA	Hourly	25.00
Brown, Elizabeth	007126	Cafeteria/Dishwasher	Martin, Eric	US FLSA	Project	27.00
Carter, Anne	007125	Cafeteria/Cook	Martin, Eric	US FLSA	Project	24.50
Edwards, Nancy	007122	Cafeteria/Cashier	Martin, Eric	US FLSA	Hourly	22.75
Fisher, Eustace	007127	Groundskeeping/Lawn Mower	Martin, Eric	US FLSA	Project	23.00
Hernandez, Steven	007303	Delivery/Field Service Technician	West, Genevieve	Britannia	Hourly	18.00
Higgins, Giselle	007302	Mathematics/Professor	West, Genevieve	Britannia	Project	19.50
Howard, James	007305	Hardware/Cashier	West, Genevieve	Britannia	Project	10.00
Jenkins, Gordon	007300	Machine Shop/Department Manager	West, Genevieve	Britannia	Hourly	16.00
Johnson, Lisa	007304	Critical Care/Nurse Manager	West, Genevieve	Britannia	Hourly	22.00
Kelly, Heather	007130	Neonatal/Registered Nurse	Bailey, Adam	Healthcare	Hourly	35.00
King, Susan	007131	Maternity/Registered Nurse	Bailey, Adam	Healthcare	Project	33.00
Knight, Henry	007132	Neonatal/Registered Nurse	Bailey, Adam	Healthcare	Project	28.00
Lee, Richard	007129	Pediatrics/Registered Nurse	Bailey, Adam	Healthcare	Hourly	27.50
Lewis, Howard	007128	Maternity/Licensed Prof. Nurse	Bailey, Adam	Healthcare	Hourly	29.25
Lopez, Mabel	007135	Assembly/Mechanic	McCarthy, Dan	US FLSA	Hourly	21.00

With Workforce Timekeeper, managers can view critical employee information at a glance via a flexible, intuitive interface.

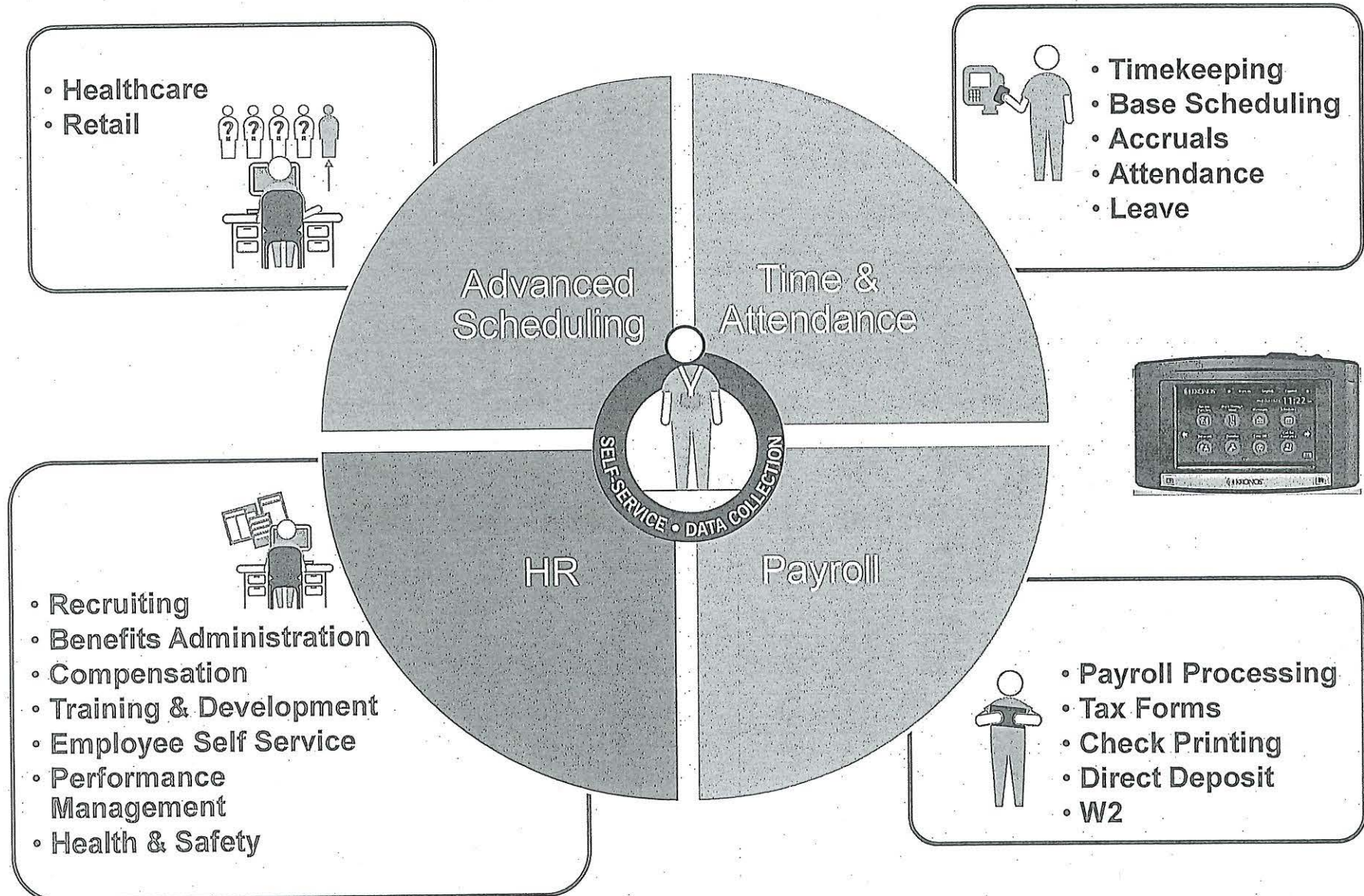


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Kronos Workforce Central Suite



Modular Web Based application suite



One Vendor. One Source.



Open

Workforce Central®

The Evolution of Workforce Management – Why Upgrade to 8?

2011	2013	2014-2015			
6.3	7.0	7 and 8			
			SCHEDULING	ANALYTICS	TASK MANAGEMENT
NAVIGATOR <ul style="list-style-type: none">Multiple tabs, alerts, CarouselStaff Mgmt. & Request Mgr.New ESS scheduling viewsPay period close wizardTime-off request enhancementsConfigurable timecard GLOBAL <ul style="list-style-type: none">MLSIText labelsHoliday filteringTime-to-TargetFrequency and Duration Leave Tracking HR & PAYROLL <ul style="list-style-type: none">Enhanced Ad-hoc Query ToolWorkflow improvementsRich content Action Notifications	WORKFORCE CENTRAL <ul style="list-style-type: none">Alerting frameworkIntelligent search & lateral navigationKorean, Polish & Italian TIMEKEEPER <ul style="list-style-type: none">Multiple ApprovalsLabor account validationLabor account aliasOverlapping durations SCHEDULING <ul style="list-style-type: none">Schedule to skillNew ESS functionalityEnhanced self-schedulingSMS Quick FillLocation specific holidaysShift specific pay codesHolidays added to schedule widget HR & PAYROLL <ul style="list-style-type: none">New open enrollment, life event & benefit admin. features MOBILE <ul style="list-style-type: none">Offline punchesMobile alertsGlobal Time Off Requests TASK MANAGEMENT <ul style="list-style-type: none">Recurring projects	WORKFORCE CENTRAL <ul style="list-style-type: none">Workforce CollaborationEmployee photoKnowledgePassExpress UpgradeApplication Health MonitoringUpdate servers from a central locationOperational ReportingLeaderboardsNavigator Templates TIMEKEEPER <ul style="list-style-type: none">24-hour overtime enhancementsHTML audit trail reportGlobal settings for adjacent shiftsAccrual detail report enhancedAccruals validation for cascading pay codesHistorical Corrections to TimecardOptimized TimecardOptimized Genie'sAudit Widget ABSENCE <ul style="list-style-type: none">Historical corrections to for Attendance and LeaveImproved User ExperienceOn Demand Grant ACTIVITIES <ul style="list-style-type: none">Activities widgetTimecard view of activitiesImproved searchAdditional pre-configured queriesForm duration entry for project view employeesGrant & Project trackingActivity validationHistorical Corrections MOBILE <ul style="list-style-type: none">Employee availability on tabletGeofencingGeosensingTasks on TabletEmployee timecard editsProject view timecard	<ul style="list-style-type: none">Partial day time-offESS location coverage visibility enhancementsFatigue managementSchedule totals metric indicatorsFlexible open shift managementStaffing widget shift editorSkills & certification coverage curveNew Schedule Planner with HTML 5Flexible color-codingOperational reporting for Excel usersProjected Overtime and Overtime Rule ViolationsRest and Period RulesInternational Scheduling RulesPredictive Volume Forecasting (healthcare)Quantification of workload intensity (healthcare)Shift Based Productivity Tracking (healthcare)Metric indicators for budget-adjusted labor forecasts (retail)Current Week Reforecasting (retail)Smart copy and move (retail)	<ul style="list-style-type: none">Core tablet dashboard and reportsS&D contentCaregiver vs. non-caregiverVIP Email Notifications HR & PAYROLL <ul style="list-style-type: none">Streamlined multi EIN/Pay Group processingSuppressed print of direct deposit advicePayroll Master Summary ReportMass change effective datesEmployee deleteNew and improved employee self service and manager self service UIElectronic W-2New query tool viewsNew output format for reportsHire employee in multiple EINsACA EnhancementsEmployee Self Service Mobile Benefits	<ul style="list-style-type: none">AlertsIssue trackingTask assignment on TabletFast Track a ProjectMetrics dashboard for Indirect and Direct laborTask driven workload INTEGRATION MGR <ul style="list-style-type: none">SuccessFactors integrationReal Time SAP integration InTouch 2.0 <ul style="list-style-type: none">TouchID plusSmartcard readerWiFi optionEmployee photo PLATFORM <ul style="list-style-type: none">Chrome, Linux and JRE8 supportHTML5 pages for Manager, Employee, AdministratorApplication heartbeat health monitoring consoleEnterprise ArchiveResponsive Online Help

Live

Workforce Central

Workforce HR and Workforce Payroll

Gain complete control over your HR and payroll processes

The Kronos® Workforce HR™ and Workforce Payroll™ solution is an integrated human resources, benefits, and payroll software application that gives your organization flexible control over your HR processes. Providing complete automation and high-quality information, this innovative solution helps you control costs, minimize compliance risk, and improve productivity while reducing total cost of ownership.

Workforce HR and Workforce Payroll provide easier access to employee information in a way that is consistent with other modules, so users can be productive immediately — with no learning curve for those already using the Workforce Central suite. And with advanced security, you can rest assured that your workforce data is safe and secure.

A single, integrated HR and payroll solution

Bringing you the benefits of seamless integration, complete control, and unparalleled flexibility, our Workforce HR and Workforce Payroll solution helps your organization increase efficiency and improve decision making for more effective workforce management.

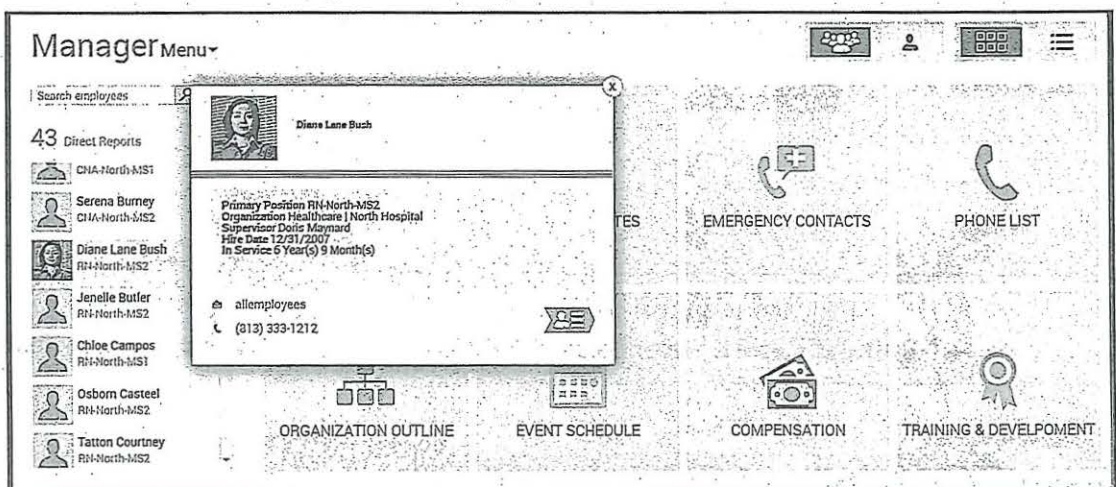
Complete control: Gain complete control over the creation, collection, and protection of your employee and payroll information — from hire to termination. With more than 150 standard reports, our payroll solution lets you control how you use your information, too. At last, you can end your reliance on payroll service bureaus. Fully control implementation of your payroll procedures. And realize significant cost savings.

Flexibility: We'll configure the Workforce HR and Workforce Payroll solution using a simple, rules-based approach to meet your automated-workflow needs — from position, performance, and compensation management to benefits administration. And it's equally simple to configure employee self-service capabilities to facilitate regulatory compliance and improve the user experience. What's more, the solution's flexible design permits straightforward integration with third-party applications.

Everything you need —
from benefits enrollment to
performance reviews — is
at your fingertips for optimal
control and efficiency.

Key Benefits

- » **CONTROL LABOR COSTS:** A single, integrated platform minimizes errors and eliminates service bureau fees for lower cost of ownership
- » **MINIMIZE COMPLIANCE RISK:** Centralized policy administration drives more consistent enforcement
- » **IMPROVE WORKFORCE PRODUCTIVITY:** Automated processes, configurable workflows, and self-service reduce administrative burdens



Workforce Central

Workforce Integration Manager

Integrate Kronos and third-party systems with ease

Effective workforce management can't take place in a vacuum. That's why it's so important that your Kronos® solution can exchange data with other critical business solutions across the enterprise. Kronos Workforce Integration Manager™ (WIM) simplifies the process of sharing data between your Kronos solution(s) and third-party systems, including human resource (HR) management, payroll, and Enterprise Resource Planning (ERP) systems. As the integration component of the Kronos Workforce Central® suite, WIM makes it easy to create industry-standard interfaces for quick, reliable data transfer. The results? Higher IT productivity. Reduced support costs. And seamless system interoperability you can count on.

A solution for flexible integration and data manipulation

A robust data configuration and conversion tool, WIM allows you to convert workforce management data into the appropriate format for a target application — quickly and reliably. Its flexible integration capabilities add value to your analytical and decision-support applications by expanding access to labor data and other key business information.

With its extensive data manipulation and conversion capabilities, WIM can handle even the most complex interface requirements. You can transfer data fields, such as employee ID and total worked hours, directly from your Kronos solution to a destination system. You can even concatenate or parse source data, like employee names or numbers, to meet import requirements. If your payroll or ERP system needs data stored in more than one system, the WIM interface can run SQL queries to extract information from a number of individual sources.

A powerful integration tool designed for simplicity

WIM takes the complexity out of creating, modifying, managing, and monitoring system interfaces — and it fits with what you already have in place.

Easy to use. Workforce Interface Designer, included with Workforce Integration Manager, is the configuration tool used to create and modify interfaces in business language, saving time and reducing the learning curve. Users can also modify interface configurations using simple drop-down menus, without reprogramming code. WIM allows users to run interfaces and make minor modifications



Key Benefits

- » **SHARE LABOR DATA** with other applications in target formats
 - » **KEEP YOUR SOLUTIONS SYNCHRONIZED** with your systems of record
 - » **ACHIEVE SEAMLESS INTEGRATION** without having to rely on a third party
 - » **SAVE TIME AND MONEY** previously required for manual data entry
 - » **AUTO-SCHEDULE INTERFACE PROCESSES** for timely, effortless data exchange
-

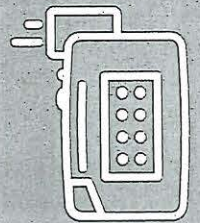
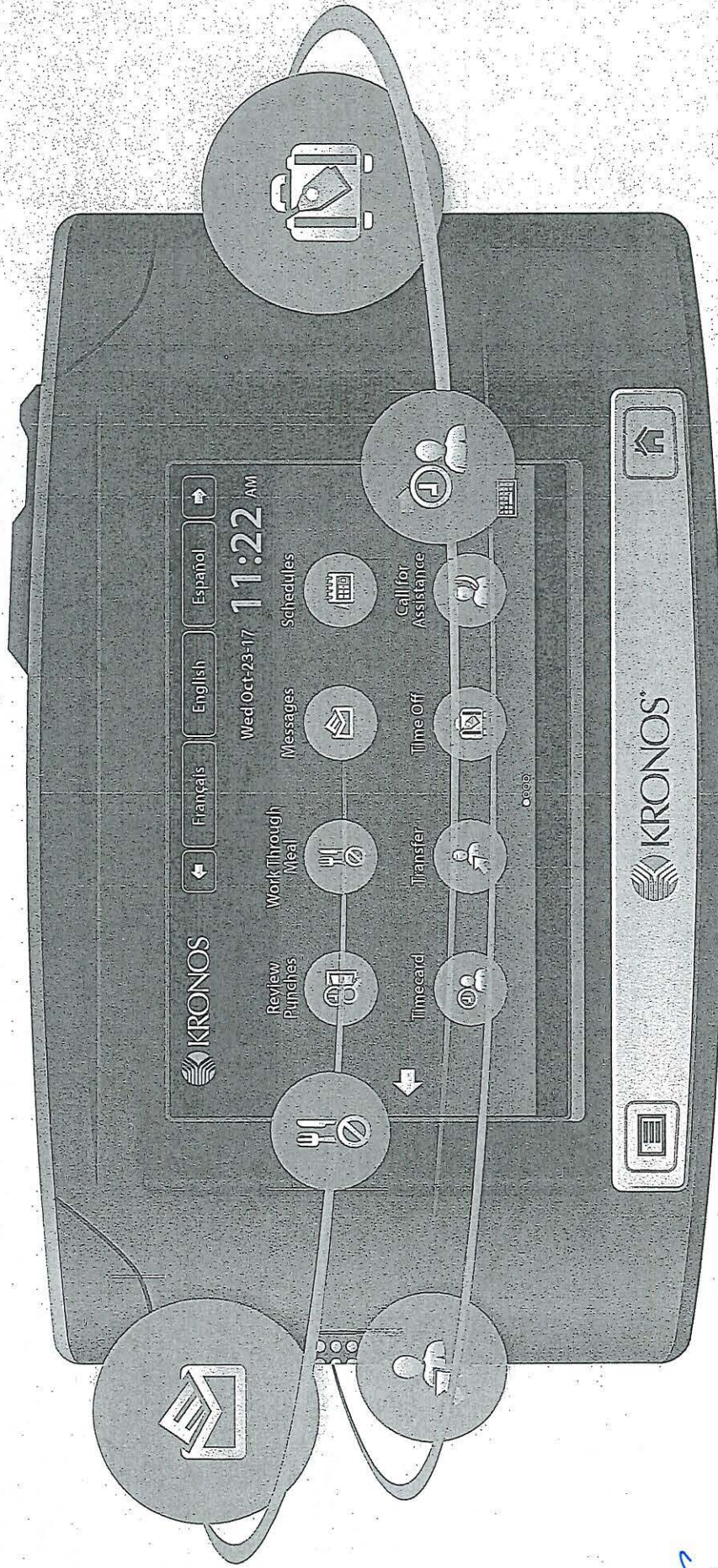
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Kronos InTouch

Built for today's modern workforce.



Welcome to InTouch. Welcome to Integrated. Welcome to InTouch.



Deep

Ready to do more with integration that's seamless?

Sometimes you can achieve more, by doing less.

The Kronos InTouch integrates seamlessly with your workforce management suite, allowing employees to easily check accrual balances, request time off, view schedules, and much more. Managers spend less time on administrative duties and more time on critical workforce tasks.

That same power of integration means Kronos InTouch is smart enough to know whether an employee is logging in or logging out, preventing unapproved time before or after scheduled shifts and potentially inaccurate punch records. Integration also means employees can view and confirm their timecards in real time. And with the Department of Labor's increased scrutiny of hourly employee records, InTouch becomes an important tool for recording employee time and defending against potential class-action lawsuits.

With seamless integration, InTouch provides real-time self-service and guided decisions that increase workforce productivity. Do more. Achieve more. All with an innovative time clock built for today's workforce.

Who said the clouds are out of reach?

Reach beyond your goals and Kronos will be there to help you achieve them.

InTouch was designed for today's cloud computing environments, with device-initiated communications capabilities that allow the clock to work over the open internet and through firewalls. All while protecting your data using secure https communications. So if your goals are to get to the height of cloud technology, we'll help you get there.

Cloud applications demand secure devices that can be accessed anytime and from anywhere. And one of the most powerful and unique capabilities of InTouch is its ability to be monitored and controlled from a remote location. Voice over Internet Protocol (VoIP) phone support allows employees to quickly report a problem right from the clock so that a representative can then remotely monitor and control the device to troubleshoot and correct any issues.

Today's devices demand communication capabilities that keep information flowing. And to keep your business running efficiently. Even when you're in the cloud, you're never too far out of reach for InTouch.

Key Features

Optional Wi-Fi capability

Use Wi-Fi for faster and easier clock installations and to replace antiquated technologies that don't use Ethernet cables.

Large 7" touchscreen with wide VGA full-color LCD

A simple, intuitive, and unrivaled user experience that delivers an unprecedented level of functionality for faster adoption and improved productivity.

Real-time alerts at the clock

Notify employees of urgent items that require their attention when they punch in.

Optional biometric identification and verification for increased payroll accuracy

Prevent employees from "buddy-punching," or take a leap forward in security. InTouch incorporates biometric technology to validate an employee's identity without easy-to-lose or forget badges or PINs.

Support for all major badge formats, including new smart card

You want choices? Select the InTouch model that works best for your organization.

Language selections support employee preferences

InTouch was designed from the ground up to be multilingual, with multiple languages supported simultaneously.

Slim-profile enclosure

While the touchscreen may be big, the terminal itself is anything but. Just like the powerful technologies we carry around in our pockets, it's durable and reliable, and yet easy on the eyes.

Optional battery pack expansion

Keep everything moving in the event of a power outage with the InTouch battery pack.

Easy-to-understand LED indicator

Using the badge technology of your choice, each punch is instantly processed and accompanied by an audible tone and a bright light indicator for quick interpretation.

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Kronos® is a leading provider of workforce management and human capital management cloud solutions. Kronos industry-centric workforce applications are purpose-built for businesses, healthcare providers, educational institutions, and government agencies of all sizes. Tens of thousands of organizations — including half of the Fortune 1000® — and more than 40 million people in over 100 countries use Kronos every day. Visit www.kronos.com. **Kronos: Workforce Innovation That Works™**.

Put Kronos InTouch to work for you:
+1 800 225 1561 | kronos.com/intouch



www.kronos.com

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COST FORM

SMALL PURCHASE

PAYROLL SYSTEM

Vendor Name: *Interboro Systems Corp.*

Date: *12/26/18*

Proposed cost for 200 employees			
	One time fees		Total
Implementation and Configuration			13,600
Licenses or modules			7,210
Others (provide description)			
Subtotal One time Fees			\$ 20,810.00
Monthly Fees (these fees are recurring)			
			Total
Licenses/modules including cloud services for 200 employees	Yearly Cloud		6,600
Others (provide description)	Software Sustain. Support		1,442
Subtotal Monthly Fees			\$ 8,042.00
Other services (per hour)			
	Estimate hours	Rate per hour	Total
Customized programming			
Department of Treasury Off Cycle Form (auto filled with payroll solution data)			17,000
Reconciliation of RHUM system payroll report with new payroll system.			25,500
Training			4,250
Other services (provide description)	Payroll Set-up		37,400
Subtotal Other Services			\$ 84,150.00
Total Costs			113,002.00

Comments: *Se modificó la propuesta original de 400 empleados a 200 según solicitado.*



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GOVERNMENT OF PUERTO RICO
Department of Housing

PAYROLL SYSTEM QUESTIONNAIRE

SMALL PURCHASE

Vendor Name: Interboro

Date Submitted: _____

Criteria	Answer
Does the system provide time tracking features that allow employees document time and efforts dedicated to different activities/programs in timesheets?	
- Employees can document on the timesheets description of work performed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does the system follow CDBG-DR requirements?	
- Track actual time worked?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
- Reflect the total activity for which the employee is compensated?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
- Timesheets can be electronically signed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
- Time is track by task or activity and cost types?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
- The distribution of time is summarized by activity/funding program and cost type?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does the system provide for payroll processing and reporting?	
- Have integrated features that consolidates wage-related items like salary rates, overtime, benefits, reimbursements, paid leave, withholding taxes, among others?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
- Automatically calculate the pay based on the employee time and activity tracking records?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
- The system is capable of allocating employer payroll expense (gross salary and employer contribution) by: cost type, activity/funding program and national objective?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
- System generate payroll reports like payroll register, salary statements, benefit reports, deductions and payroll taxes, paid leave analysis, and check register?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
- System should allow management generate reports through a payroll lookup/inquiry feature for a single or a group of employees.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
- the System calculate hybrid employee's payroll including allocation of time between non CDBG-DR hours and CDBG-DR hours and the application of the corresponding rate and its deductions and contributions?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
- Capable of calculating overtime hours at a combined pay rate?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
System Provides Employee Self Services?	
- Gives access to view their payroll information like pay details, payroll history, accrued leaves and attendance?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does the system provide System Integration?	
- Capable of importing data from actual agency's attendance system (Kronos System) and updating leaves accrual and usage records?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
- Capable of exporting the information to Puerto Rico Department of Treasury payroll system known as RHUM?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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Criteria	Answer
- Capable of importing payroll reports from the RHUM?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
- Provides export-import features that work with standard electronic documentation formats like PDF, JPEG, DOC, CSV, TXT and Excel?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Are the vendor capable of Custom Programming?	
- Is the vendor able to develop some customized forms?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
- Is the system able to reconcile payroll reports from payrolls paid through RHUM system with payroll reports that resulted from the new system to determine differences that resulted from the timesheets and allocation of time?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
- Does the vendor provide a rate for custom programming services?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does the system provide time tracking methods?	
- Is a cloud-based system that allows employees to register their time via computer or tablets (web browsers) and phone devices (mobile applications)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
- Does the system have a GPS tracking that can record the location of the employee when clocking in and out?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Capacity 150 - 400?	
- 150 - 400?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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Department of Housing

Attachment D

SCOPE OF SERVICES

Small Purchase

Payroll System

Community Development Block Grant - Disaster Recovery

Puerto Rico Department of Housing and Puerto Rico Public Housing Administration

1. Introduction and Overview

The Puerto Rico Department of Housing (PRDOH) and Puerto Rico Public Housing Administration (PRPHA) is issuing this Request for Quotations (RFQ) to procure a Payroll System that can assist with the administration of employees' activities time tracking, activities documentation and payroll calculation for staff to be working for the Community Development Block Grant for Disaster Recovery (CDBG-DR) program.

The PRDOH reserves the right, without limitations, to: (i) cancel and/or reissue this RFQ or another version of it, if it deems that doing so is in the best interest of the Public Interest; (ii) amend the contract(s) of the Selected Contractor(s) to, among others, extend its original duration, and/or to extend its scope to include work under subsequent CDBG-DR action plans.

2. Services

This section details the services that the Selected Vendor must perform in order to support PRDOH/PRPHA for administering CDBG-DR Programs. The scope of services presented is based upon circumstances existing at the time the RFQ is release. The PRDOH/PRPHA reserves the right to modify or delete the tasks listed and, if appropriate, add additional tasks prior to and during the term of the contemplated contract.

2.1. Time and activity tracking

2.1.1. The solution shall provide time tracking features that allow employees document time and efforts dedicated to different activities/programs in timesheets that comply with CDBG-DR reporting requirements.

2.1.2. Payroll records should meet the following requirements:

- 1) Track actual time worked.
- 2) Reflect the total activity for which the employee is compensated. No time should be left unallocated. This include overtime and leaves (sick leave, vacation, holidays, leave without pay, compensatory leave)
- 3) Timesheet should be electronically signed by the employee and electronically signed and approved by the supervisor
- 4) Time should be track by task or activity and cost types
- 5) Distribution of time should be summarized by the following:
 - a. Activity/funding program (CDBG-DR/Non CDBG-DR)
 - b. Cost type (Administration/Planning/Activity Delivery Cost)

2.2. Payroll Processing and Reporting

2.2.1. Integrated features that consolidates wage-related items like salary rates, overtime, benefits, reimbursements, paid leave, withholding taxes, among others.

2.2.2. Automatically calculate the pay based on the employee time and activity tracking records.

2.2.3. The system should be capable of allocating employer payroll expense (gross salary and employer contribution) by: cost type and activity/funding program.

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GOVERNMENT OF PUERTO RICO
Department of Housing

- 2.2.4. System must generate payroll reports like payroll register, salary statements, benefit reports, deductions and payroll taxes, paid leave analysis, and check register.
- 2.2.5. System should allow management generate reports through a payroll lookup/inquiry feature for a single or a group of employees.
- 2.2.6. PRDOH/PRPHA expect to recruit new staff that will be assigned full time to CDBG-DR program but will also have employees from PRDOH and PRPHA assigned on a part time basis. Employees from PRDOH and PRPHA working some hours on CDBG-DR are identified as hybrid employees for purpose of this document. As a result, hybrid employees will be subject to a different compensation rate for hours worked in the CDBG-DR. Therefore, PRDOH/PRPHA is also seeking for a payroll system that can calculate hybrid employee's payroll including allocation of time between non CDBG-DR hours and CDBG-DR hours and the application of the corresponding rate and its deductions and contributions.
- 2.2.7. For Hybrid employees the system should be capable of calculating overtime hours at a combined pay rate.

2.3. Employee Self Service

- 2.3.1. Give employees access to view their payroll information like pay details, payroll history, accrued leaves and attendance.

2.4. System Integration

- 2.4.1. The system should be capable of importing data from actual agency's attendance system (Kronos System) and updating leaves accrual and usage records. The system must be capable of reconciling labor hours recorded in the timesheet with agency's time and attendance system.
- 2.4.2. The payroll system must be capable of exporting the information to Puerto Rico Department of Treasury payroll system known as RHUM in the case that the agency is allowed to do so.
- 2.4.3. The payroll system should be capable of importing payroll reports from the RHUM.
- 2.4.4. The solution should provide export-import features that work with standard electronic documentation formats like PDF, JPEG, DOC, CSV, TXT and Excel.

2.5. Custom Programming (Vendor should provide a rate per hour for this type of service)

- 2.5.1. PRDOH/PRPHA will require that the vendor be able to develop some customized forms. One example of a form is the Off-Cycle Form that is required by the Department of Treasury for processing payroll payments for special concepts as overtime and differentials. (Example of the Off-Cycle Form is provided as reference material).
- 2.5.2. PRDOH/PRPHA will require that the system be able of reconciling payroll reports from payrolls paid through RHUM system with payroll reports that resulted from the new system to determine differences that resulted from the timesheets and allocation of time. A detailed report must be provided to be able to pay the differences to the employees.

2.6. Time-tracking methods

- 2.6.1. Cloud based system that allows employees to register their time via computer or tablets (web browsers) and phone devices (mobile applications)
- 2.6.2. Feature of GPS tracking that can record the location of the employee when clocking in and out.

2.7. Capacity

- 2.7.1. The system must be capable of managing a range of 150-400 employees.

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Department of Housing

2.8. Reference material

2.8.1. Find attached the following documents as reference:

- +CDBG-DR Timesheet Activity log (Draft)
- +PR Treasury Department - Off Cycle Form
- + Timekeeping Guidelines

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Personnel Activity Report

Puerto Rico Finance Authority

Approved



GOVERNMENT OF PUERTO RICO
Department of Housing

Employee Name _____

Employee ID _____

Pay Period

Starting: Tuesday, October 16, 2018

Ending: Wednesday, October 31, 2018.

Program	Activity Description	Other activities description	Total Hours	16 Tue	17 Wed	18 Thu	19 Fri	20 Sat	21 Sun	22 Mon	23 Tue	24 Wed	25 Thu	26 Fri	27 Sat	28 Sun	29 Mon	30 Tue	31 Wed
n/a	Leave Without Pay.																		
n/a	Holiday																		
n/a	Sick Leave																		
n/a	Annual (Vacation) Leave																		
n/a	Compensatory Leave																		
Total Hours Worked:																			

I certify and attest that the allocation of time reported on this personnel activity report is an accurate and truthful disclosure of the work performed for the sources of funding identified herein.

Employee Signature _____

Date _____

Supervisor Signature _____

Date _____

Approved

23 Programs

CDBG-DR: General Administration
CDBG-DR: General Planning
CDBG-DR: Whole Community Resiliency Planning
CDBG-DR: Agency Planning Initiatives
CDBG-DR: Economic Recovery Planning
CDBG-DR: Community Resilience Innovation
CDBG-DR: Single-Family R3
CDBG-DR: Mortgage Catch-Up
CDBG-DR: Social Interest Housing
CDBG-DR: Housing Counseling
CDBG-DR: CDBG to LIHTC
CDBG-DR: Home Energy Resiliency
CDBG-DR: Rental Assistance for Elderly
CDBG-DR: Title Clearance
CDBG-DR: Small Business Loans
CDBG-DR: Small Business Incubators
CDBG-DR: Workforce Training Program
CDBG-DR: Construction Revolving Loans
CDBG-DR: Tourism & Business Marketing
CDBG-DR: Commercial Redevelopment
CDBG-DR: FEMA Coordination
PHA-Capital Fund Program
Other.

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Construction (admin)
Close-out Activities (admin)
Contract Readiness (admin)
Cash Request Readiness Activities (admin)
Duplication Of Benefits Activities (admin)
Program Management (admin)
Product Development (non-project Specific)
Environmental (admin)
Financial Assessment (admin)
IT Support/development (admin)
Administrative Cost - Program Management
Other Administrative Activities (admin)
Administrative Cost - Reporting To Mgmt
Risk Management (admin)
Travel (admin)
Training (admin)
RSDE (delivery)
Construction Inspections (delivery)
Procurement (delivery)
Elevation (delivery)
Change Orders (delivery)
Davis Bacon Interviews (delivery)
Payroll Review
Close-out Activities (delivery)
Contract Readiness (delivery)
Construction Project Management (delivery)
Program Cash Request Processing (delivery)
Admin Cash Request Processing (delivery)
Applicant Income Verification
Tenant Rental Rate Reviews (delivery)
Cash Request Readiness Activities (delivery)
Duplication Of Benefits Activities (delivery)
Environmental (rehab Project Specific)
Environmental Review (delivery)
Financial Assessment (delivery)
Other Activities (delivery)
Per-diem (delivery)
Qrtly, Semi-annual, Annual, And Section 3 Reports
Risk Management (delivery)
Travel (delivery)
Project Management (delivery)
Policy Development (delivery)
Sub Recipient Specific Reporting (delivery)
Meetings/conference Calls/meeting Preparation
• Budget Modifications
Contract Modifications
Procurement Activities (outside Of Cash Request)
Application Intake

163



ESTADO LIBRE ASOCIADO DE PUERTO RICO
DEPARTAMENTO DE HACIENDA
CAMBIOS EN LINEA DE PAGO

Agencia: 078 / 106

☒ Off Cycle ☐ Payline

Período de Pago: Mes corriente

Nombre Completo JUAN DEL PUEBLO		Seguro Social: 123-45-6789																			
Concepto/Clave: SRE		Total: \$000.00																			
Tipo de Transacción: <input checked="" type="checkbox"/> Reembolso <input type="checkbox"/> Deducción		Período de Servicio: Desde: <u>11-01-2018</u> Hasta: <u>11-15-2018</u> mm/dd/aa																			
Cheque Separado: <input checked="" type="checkbox"/> Si <input type="checkbox"/> No																					
Cifra de Cuenta: Cuenta: _____ Asignación: _____ Año Presupuestario: _____ Fondo: _____ Departamento: _____ Programa: _____ Proyecto/Grant: _____		Deducciones Correspondientes al Pago: <table border="1"><thead><tr><th colspan="2">Otras: Ejemplo de las deducciones</th></tr></thead><tbody><tr><td>Fondo de Retiro: \$ 67.20</td><td>25-001 \$1.98</td></tr><tr><td>Fondo de Ahorro: \$23.72</td><td>41-000 \$52.53</td></tr><tr><td>Seguro Social: \$49.01</td><td>57-000 \$176.38</td></tr><tr><td>Medicare: \$11.46</td><td>60-027 \$41.50</td></tr><tr><td>Contribución</td><td>61-027 \$355.00</td></tr><tr><td>Sobre Ingresos: <u>X</u></td><td>64-075 \$32.00</td></tr><tr><td></td><td>79-000 \$14.92</td></tr><tr><td></td><td>91-004 \$13.50</td></tr></tbody></table>		Otras: Ejemplo de las deducciones		Fondo de Retiro: \$ 67.20	25-001 \$1.98	Fondo de Ahorro: \$23.72	41-000 \$52.53	Seguro Social: \$49.01	57-000 \$176.38	Medicare: \$11.46	60-027 \$41.50	Contribución	61-027 \$355.00	Sobre Ingresos: <u>X</u>	64-075 \$32.00		79-000 \$14.92		91-004 \$13.50
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	79-000 \$14.92																				
	91-004 \$13.50																				
Aportación Patronal: Sistema de Retiro: _____ FSE: \$15.81 Plan Médico: \$355.00		Otras: \$49.01 Seguro Social \$11.46 Medicare																			
Observaciones: Pago de salario por _____, efectivo el _____ de 2018, según consta en la Informe de Cambio # _____ con fecha del _____ de 2018. * Favor entregar en o antes de la fecha límite indicada.																					
Preparado por: Lydia M. Barreto Valentín Fecha: 11/5/18		Teléfono: 274-2527 Fax: 250-0781																			
Firma Autorizada: _____		Fecha: 11/5/18																			
(Agencia) Lcda. Itzel Aguilar Pérez, Secretaria Auxiliar Secretaría de Recursos Humanos																					
Nota: Si esta haciendo un ajuste a una línea de pago, y necesita una clave de deducción, refiérase a la lista de Clave de Deducciones.																					
Conceptos de Cambio:																					
BAS	Bono de Asistencia	PUN	Pagos de Uniformes																		
DIP	Diferencial Permanente	PVR	Licencia Vacaciones																		
DIT	Diferencial Temporero	SER	Pago de Salario Extra Regulares																		
LEE	Licencia Enfermedad en Exceso	SRE	Pago de Salarios Regulares																		
LIB	Licencia por Enfermedad	TCR	Tiempo Compensatorio-Regular																		
PPR	Bono por Productividad	VEX	Pago por Vacaciones en Exceso																		
PRR	Pago Retroactivo Regular																				

Rechazado: _____

Aceptado: _____

Por: _____

[Handwritten signature]



GOVERNMENT OF PUERTO RICO
Department of Housing

CDBG-DR TIMEKEEPING USER GUIDELINE

Effective Date:

Revision: 0

Approved By: **Dennis G. González-Ramos**
Deputy Secretary

Approval Date:

1. PURPOSE

Provide guidance to CDBG-DR grantees, partners and subrecipients on proper timekeeping to ensure compliance with HUD record keeping requirements.

2. SCOPE

To ensure a periodic, accurate documentation of time spent by work unit is kept by resources,

3. FORMS / RELATED DOCUMENTS

CDBG-DR Timesheet Activity Log

4. RESPONSIBILITIES

4.1. **PRDOH and PRPHA Employees:** Responsible for preparing their timesheets in accordance with this procedure. Supervisors are also responsible for the approval of timesheets completed by their direct-reports.

4.2. **Subrecipient Employees:** Responsible for preparing their timesheets in accordance with this procedure. Supervisors are also responsible for the approval of timesheets completed by their direct-reports.

5. DEFINITIONS

5.1. **Activity:** A unit of work necessary to complete a project work package (which includes multiple activities). Time, resources, and finances are required to complete each activity.

5.2. **Activity Delivery Costs:** CDBG-DR allowable costs incurred for implementing and carrying out eligible CDBG activities.

5.3. **Grantee:** An entity receiving an award of financial assistance from a federal agency to carry out a public purpose of support or stimulation authorized by a law of the United States. For purpose of the CDBG-DR funds the PRDOH is the Grantee.

5.4. **HUD:** Refers to the United States Department of Housing and Urban Development.

5.5. **PRDOH:** Refers to the Puerto Rico Department of Housing.

5.6. **Program:** A collectively managed set of projects.

5.7. **Project:** A temporary, goal-driven effort to create a unique output.

5.8. **PRPHA:** Refers to the Puerto Rico Public Housing Authority.

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- 5.9. **Subrecipient:** Refers to a public or private nonprofit agency, authority, or organization receiving CDBG-DR funds from the Grantee or another subrecipient to undertake eligible activities.

6. EQUIPMENT AND MATERIALS

In order to use the timekeeping templates and tools Microsoft Excel is required.

7. PROCEDURE

7.1. Timesheet Requirements

- 7.1.1. All timesheets shall be prepared in the English language. No Spanish timesheets shall be allowed.
- 7.1.2. Timesheets shall cover one payroll period of the Grantee or a Subrecipient.
- 7.1.3. Timesheets should reflect total hours compensated in the paid period including time allocated to CDBG-DR, other federal programs, non-grant related activities, holidays, vacations and other personal leaves.
- 7.1.4. If multiple activities are performed in the same day, then such activities shall be divided per activity type per day. For CDBG-DR refer to exhibit 01 for list of grant activities, programs or administrative leaves. For more information on allocating time by cost types, refer to Exhibit 02 and Exhibit 03.
- 7.1.5. Timesheet shall include a general description of the work performed for each activity.

7.2. Timesheet Procedure

- 7.2.1. Timesheets shall be prepared by all employees working for PRDOH, PRPHA, or a CDBG-DR Partner and Subrecipient.
- 7.2.2. Timesheets shall be prepared using the Form CDBG-DR Timesheet Activity Log, as it may be updated from time to time.
- 7.2.3. Each employee timesheet shall be signed by the employee and submitted for review and approval to the employee's supervisor at the end of each payroll period.
- 7.2.4. Timesheet must be submitted by the second day following the ending pay period.

7.3. CDBG-DR Timesheet Activity Log Use Guide

- 7.3.1. The CDBG-DR Timesheet Activity Log is an excel file consisting of one worksheet.

7.3.2. Activity Log

- 7.3.2.1. This is the input worksheet for timesheets.
- 7.3.2.2. To start a timesheet the user must enter the following general information:
- + **Resource:** The name of the employee completing the timesheet.
 - + **Position:** The position of the employee completing the timesheet.
 - + **Period Start:** The start date for the payroll period to be covered by the timesheet.
 - + **Period End:** The end date for the payroll period to be covered by the timesheet.

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7.3.2.3. After entering the timesheet general information, the user must move on to the actual timesheet table and complete it. Fields and an explanation of each is as follows:

- + **Date:** The date at which an activity was undertaken by the employee. If more than one activity is undertaken by the employee at any particular date, then the date shall be repeated for each activity undertaken in a single day.
- + **Program:** The program for which the activity was undertaken. Refer to Section 7.1.4 for a full list of Programs identified to date. This field is a dropdown with the Programs identified.
- + **Activity Description:** The description of the actual activity performed by the user completing timesheet.
- + **Hours:** The total time spent on each activity performed by the user filling the timesheet.

7.3.2.4. To include additional rows in the timesheet table users only need to right-click on the table, select insert from the menu and then select Table Rows.

7.3.2.5. Total hours spent in the payroll period will appear at the end of the timesheet table. This should equal the total amount of compensated time.

END OF PROCEDURE

APPROVAL

Name	Title	Signature	Date
------	-------	-----------	------

Written:

Revised:

Approved:

CHANGE HISTORY

Version	Approval Date	Motive for Change	Requires Training
0		New	Yes

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EXHIBIT 01

7.3.2.6. Types of Program Costs:

- + **Program Administration Costs (PACs)** are staff-time and overhead costs for planning and general administration of the CDBG program. PACs cover the cost of planning, general management, oversight, coordination, and implementation of the CDBG program as a whole. administration costs have no national objective.
- + **Planning Costs** is staff time spent on creating a plan, including data gathering, studies, analysis, and preparation of plans. Planning activities related to a specific project is a Project Cost. Planning costs have no national objective. There are several planning initiatives included in the CDBG-DR plan. For planning activities, employees should allocate their time to the appropriate planning initiative:

Whole Community Resiliency Planning: Refers to costs for creating a plan, including data gathering, studies, analysis, and preparation of plans as related to the Whole Community Resilience Planning Program.

Agency Planning Initiatives: Refers to costs for creating a plan, including data gathering, studies, analysis, and preparation of plans as related to the Agency Planning Initiatives Program.

Economic Recovery Planning: Refers to costs for creating a plan, including data gathering, studies, analysis, and preparation of plans as related to the Economic Recovery Planning Program.

Community Resilience Innovation: Refers to costs for creating a plan, including data gathering, studies, analysis, and preparation of plans as related to the Community Resilience Innovation Program.

- + **Activity Delivery Costs (ADCs)** are allowable costs incurred for implementing and carrying out eligible CDBG-DR activities. The ADC covers the costs of staff directly carrying out the activity in addition to equipment and supplies that are necessary for successful completion of the activity. Staff time recorded to activity delivery costs must also be allocated to a CDBG-DR program and national objective.

7.3.2.7. CDBG-DR Programs:

Staff time recorded to an activity delivery cost must be allocated to one or more CDBG-DR program and must meet at least one national objective.

- + **General Administration:** Refers to costs incurred for the general management, oversight, and coordination of a CDBG-DR grant. These costs have no national objective.
- + **General Planning:** Refers to costs for creating a plan, including data gathering, studies, analysis, and preparation of plans. Planning activities related to a specific project is a Project Cost. These costs have no national objective.

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- + **Single-Family Repair, Reconstruction, or Relocation:** Refers to costs incurred directly related to delivery of the Single-Family Repair, Reconstruction, or Relocation Program. These costs must meet a national objective.
- + **Mortgage Catch-Up:** Refers to costs incurred directly related to delivery of the Mortgage Catch-Up Program. These costs must meet a national objective.
- + **Social Interest Housing:** Refers to costs incurred directly related to delivery of the Social Interest Housing Program. These costs must meet a national objective.
- + **Housing Counseling:** Refers to costs incurred directly related to delivery of the Housing Counseling Program. These costs must meet a national objective.
- + **CDBG to LIHTC:** Refers to costs incurred directly related to delivery of the CDBG to LIHTC Program. These costs must meet a national objective.
- + **Home Energy Resilience:** Refers to costs incurred directly related to delivery of the Home Energy Resilience Program. These costs must meet a national objective.
- + **Rental Assistance for Elderly:** Refers to costs incurred directly related to delivery of the Rental Assistance for Elderly Program. These costs must meet a national objective.
- + **Title Clearance:** Refers to costs incurred directly related to delivery of the Title Clearance Program. These costs must meet a national objective.
- + **Small Business Loans:** Refers to costs incurred directly related to delivery of the Small Business Loans Program. These costs must meet a national objective.
- + **Small Business Incubators:** Refers to costs incurred directly related to delivery of the Small Business Incubators Program. These costs must meet a national objective.
- + **Workforce Training Program:** Refers to costs incurred directly related to delivery of the Workforce Training Program. These costs must meet a national objective.
- + **Construction Revolving Loans:** Refers to costs incurred directly related to delivery of the Construction Revolving Loans Program. These costs must meet a national objective.
- + **Tourism & Business Marketing:** Refers to costs incurred directly related to delivery of the Tourism & Business Marketing Program. These costs must meet a national objective.
- + **Commercial Redevelopment:** Refers to costs incurred directly related to delivery of the Commercial Redevelopment Program. These costs must meet a national objective.
- + **FEMA Coordination:** Refers to costs incurred directly related to delivery of the FEMA Coordination Program. These costs must meet a national objective.

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7.3.2.8. Non-CDBG-DR Programs:

- + **PHA-Capital Fund Program:** Refers to costs incurred directly related to delivery of the PRPHA's Capital Funds Program. These costs have no national objective.
- + **Public and Indian Housing Low Income**
- + **Section 8 Program**
- + **CDBG Regular**
- + **Other State program**

7.3.2.9. Human Resources Administrative Leave:

- + **Vacation Leave:** Refers to the leave with pay granted to employees for the purpose of rest, relaxation, and attendance of personal matters.
- + **Holiday Leave:** Refers to the leave with pay granted to employees as related to Federal or State Holidays as approved by law.
- + **Sick Leave:** Refers to an absence from work permitted due to illness.
- + **Leave without Pay:** A temporary non-pay status and absence from duty that, in most cases, is granted at the employee's request.
- + **Compensatory Leave:** A leave approved in lieu of overtime pay for irregular or occasional overtime work for exempt and nonexempt employees.

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Exhibit 02

Functional Staff-Cost Model

HOUSING/REHABILITATION PROGRAM		ALLOCABLE STAFF COSTS	
Staff Organization	Staff Function	Program Administration Costs	Activity/Delivery Costs
		(24 CFR 570.205-206 and 570.489(a))	(24 CFR 570.201-204)
Grantee's CDBG Program Management	To administer, plan, and carry out a CDBG-assisted community development program and related activities	General management of personnel tasked with oversight and coordination, monitoring and evaluation, reporting and audit compliance	When time is spent on the implementation of a specific CDBG-eligible activity
Division/Program Director	To oversee Support Staff and Line Staff in carrying out CDBG-funded eligible activities or program(s) as identified in the grantee's consolidated plan	General administration and program management of financial requirements, program- and activity-related staff, and overall activity implementation and outcome evaluation	Time spent carrying out specific CDBG-eligible activity work, such as conducting the environmental review, administering Davis-Bacon requirements, or overseeing relocation benefits
Unit of General Local Government (UGLG) or Subrecipient Staff	To carry out CDBG-funded projects and activities located in their jurisdiction as an urban county participant, or under a subrecipient agreement	General UGLG administration, financial requirements, reports, documentation and compliance records, monitoring and oversight	All project-related implementation activities per a written agreement between the grantee and UGLG, or subrecipient
Project Managers	To oversee Line Staff and Support Staff in the implementation and carrying out of eligible CDBG-funded projects and activities	General administration duties for program management, program planning and analysis, reporting, monitoring and evaluation	Oversee day-to-day specific CDBG-eligible activities: Underwriting loans, reviewing construction progress, processing contractor invoices, approving change orders
Support Staff	To carry out general capacities for program management, oversight, and coordination of the grantee's CDBG program	General administrative and planning, analysis, reports, program monitoring and evaluation, and audit compliance	Preparing contracts, loan documentation, processing contractor payments, loan repayments, recording liens and notices of completion
Line Staff	To carry out the implementation of CDBG-funded projects and activities	Planning and analysis, reports, program monitoring and evaluation, and audit compliance	Perform specific CDBG-eligible activity implementation work: loan processing, construction progress inspections, contractor payments, change order initiation
Contractor	To perform for compensation with regard to implementing and completing a CDBG-funded project on behalf of the grantee, UGLG, or subrecipient	N/A	Perform in accordance with a written contract between the grantee, unit of local government, subrecipient, or homeowner
Homeowner	To receive the benefits of a CDBG-assisted activity	N/A	N/A

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Exhibit 03

APPROACH BASED ON DEVELOPMENT TASK			
Phases of Development	NSP/Grantee tasks	Example: RESIDENTIAL REHAB PROGRAM	
		Activity/Delivery	General Administration (Program/Admin Costs)
Pre-Development	Managing comprehensive project design issues, site acquisition, and relocation	Analyze sub-market where project is proposed for need, rent levels, costs, etc.	Analyze overall market conditions and develop financial guidelines.
	Promoting municipal NSP funded programs and activities	Create and produce brochure for specific project. Present project to housing developers and notify them of upcoming request for proposals (general community promotion is ineligible).	Design and oversee overall marketing plan. Announce marketing plan to elected officials and chief executive.
Development	Writing and processing loan agreements	Negotiate specific loan terms and conditions for approved project; negotiate and close loan agreement for specific project.	Negotiate with lenders community-wide to solicit participation in housing projects; develop standards and requirements for all loan agreements.
	Soliciting, reviewing and writing responses to request for approvals (RFP)	Write and issue RFP, accept and process proposals.	Manage staff development for selection process and provide necessary resources.
	Technical Review	Direct technical analysts in evaluation of specific proposed projects.	Ensure that staff or contracted technical support is in place, trained, and functional.
	Performing site visits for construction project design or implementation	Staff person(s) responsible for reviewing and signing off on construction project design.	Staff person(s) performing site visits for staff training purposes.
	Conducting and/or attending job walks, bid openings and pre-construction conferences for construction projects	Attend bid openings to add value with specific technical advice and guidance not available to subrecipient through other sources.	Attend subrecipient bid openings primarily as an observer or to oversee general performance of subrecipient organization.
	Underwriting/Financial Feasibility	Analyze financial statements of submitted proposals to determine creditworthiness relative to established standards.	Establish project financial standards, such as maximum loan to value and debt to equity.
	Reviewing and processing construction project budgeting issues, including change orders	Develop and/or evaluate construction project budget for a specific project.	Review and process construction project budget and related issues.
	Subrecipient management with regard to conducting and/or attending construction project completion inspection and ground breaking ceremonies	Coordinate regular inspections and analyze requests for construction change orders.	Provide staff and other resources to monitor all approved projects.

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APPROACH BASED ON DEVELOPMENT TASK (continued)			
Phases of Development	NSP Grantee Tasks	Example: RESIDENTIAL REHAB PROGRAM	
		Activity/Delivery	General Administration (Program Admin Costs)
Post-Development	Writing and responding to correspondence related to construction issues	Collect detailed data on individual projects and gather input from IDIS staff.	Meet with HUD officials, develop staff capacity for IDIS and other systems, provide reports to Mayor and Council.
	Relocation activities	Relocating existing residents in order to rehabilitate a specific housing project.	Budget setting, staff reviews
	Reviewing payroll reports, resolving labor standards issues and performing labor standards compliance reporting	Responsible for wage rate decisions and other personnel actions for a specific project.	Responsible for personnel actions related to grantee programs.
	Evaluation	Provide detailed analysis of individual projects for review by upper management.	Assess overall progress of all individual projects for timeliness, quality housing, and compliance; visit sites for ceremonial activities such as ground breaking or grand opening.
	Asset Management	Not an activity/delivery cost since it occurs after project completion.	Hire staff to conduct financial analysis of projects in occupancy.
	Compliance Monitoring	Not an activity/delivery cost since it occurs after project completion.	Ensuring compliance with affordability periods, monitoring subrecipient files, interviewing property managers for compliance with HUD and local guidelines, and visiting sites to inspect physical condition of property and submit reports.

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RATES AND COMPENSATION

One time fees	
Implementation and Configuration	\$ 13,600.00
Licenses or modules	7,210.00
Subtotal One time Fees	\$ 20,810.00
Monthly Fees (these fees are recurring)	
Licenses/modules including cloud services for 200 employees	\$ 550.00
Software System Support	120.17
Subtotal Monthly Fees	\$ 670.17
Other services (per hour)	
Customized programming	
Department of Treasury Off Cycle Form (auto filled with payroll solution data)	17,000.00
Reconciliation of RHUM system payroll report with new payroll system	25,500.00
Training	4,250.00
Payroll Set-up	37,400.00
Subtotal Other Services	\$ 84,150.00
Total 1st year cost	\$ 113,002.04
Total 2nd year cost	8,042.04
Total 3rd year cost	8,042.04
Total 4th year cost	8,042.04
Total 5th year cost	8,042.04
Total 5 yr contract cost	\$ 145,170.20

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GOVERNMENT OF PUERTO RICO
Department of Housing

Attachment F

OSPA
Small Purchase
PAYROLL SYSTEM SERVICES
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

DESCRIPTION OF THE SERVICES: PAYROLL SYSTEM SERVICES

CONTRACTOR: INTERBORO SYSTEMS CORPORATION

- A. The contractor 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*)** 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.

2. (X) **Commercial General Liability (Broad Form) including the following Insurance Coverage**

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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	\$1,000,000.00

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COVERAGE	LIMIT
Each Accident	\$1,000,000.00
• Bodily Injury by Disease	
Each Employee	\$1,000,000.00
Each Accident	\$1,000,000.00

3. (X) **Comprehensive Automobile Liability Form including the following insurance Coverages**

LIMIT
• Auto Liability - \$500,000.00
• Physical Damages - \$500,000.00
• Medical Payments - \$5,000.00
The Commercial Auto cover must be applied to the following symbols:
• Liability Coverage -1
• Physical Damages – 2 and 8
• Hired – Borrowed Auto - 8
• Non-Owned Auto Liability - 9

4. (X) **Umbrella**

\$10,000.00

5. (X) The policies to be obtained must contain the following endorsements including as additional insured the **Department of Housing, Puerto Rico Public Housing Administration** 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

B. 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.

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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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C. 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

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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.

D. CONFLICT OR DIFFERENCE BETWEEN THE SPECIFICATIONS OF THE TENDER/IND 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.

E. CERTIFICATE OF INSURANCE SECTION

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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 and description submitted to us, as requested by the Contracting Program through a written application.

DESCRIPTION OF THE SERVICES: INTERBORO SYSTEMS CORPORATION

April 16, 2019
Date

Arlyn Rodríguez Fuentes
Insurance Section
Secretary for Legal Affairs

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HUD General Provisions

Given that the Contract 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 Contract.

The CONTRACTOR shall include these terms and conditions in all subcontracts or purchase orders directly servicing the Contract.

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 Contract shall be deemed to be inserted herein and the Contract 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 Contract 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

PRDOH reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this Contract, in instances where the CONTRACTOR or any of its subcontractors violate or breach any Contract term. If the CONTRACTOR or any of its subcontractors violate or breach any Contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the Contract 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

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.

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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 Contract, 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 Contract 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. A copy of that form is available at <http://www.hud.gov/offices/adm/hudclips/forms/files/2516.pdf>.

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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 CFR 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 Proposer 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.

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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 Contract or any aspect related to the anticipated work under this Contract 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 Contract.

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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 Contract.

18. COPELAND "ANTI-KICKBACK" ACT (Applicable to all construction or repair contracts)

Salaries of personnel performing work under this Contract 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

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comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

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 CONTRACTORS or subcontractors, including employees of other governments, on construction work assisted under this Contract, 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 CRRO. A fillable version of that form is available at <http://www.hud.gov/offices/adm/hudclips/forms/hud4.cfm>.

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 Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the PRDOH shall thereupon have the right to terminate this Contract 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 Contract at any time by giving at least ten (10) days' notice in writing to the CONTRACTOR. If the Contract 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.

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.

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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 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 CFR 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 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.

DPB. 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 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

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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 Contract, 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)

The CONTRACTOR shall comply with Puerto Rico bonding requirements, unless they have not been approved by HUD, in which case the CONTRACTOR shall comply with the following minimum bonding requirements:

1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

2) A performance bond on the part of the CONTRACTOR for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the CONTRACTOR's obligations under such contract.

3) A payment bond on the part of the CONTRACTOR for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

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.

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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.

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.

DEBAR. 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

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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

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 Contract.

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 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 Contract 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 Contract 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,

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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.

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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