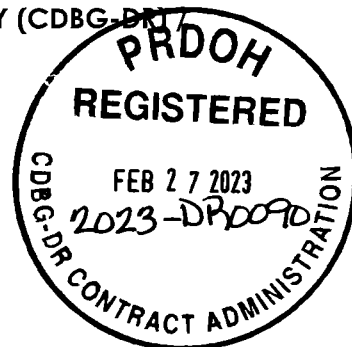




GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

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

**AGREEMENT FOR
CALL CENTER OPERATION SERVICES
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
TELECONTACTO-TELECONTACT, INC.**



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This **AGREEMENT FOR CALL CENTER OPERATION SERVICES** (**Agreement** or **Contract**) is entered into in San Juan, Puerto Rico, this 24th of February, 2023, by and between the **PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)**, a public agency created under Act No. 97 of June 10, 1972, as amended, 3 LPRC § 441, et seq., known as the "Organic Act of Department of Housing" with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by Ricardo Vázquez Morales, of legal age, single, and resident of San Juan, Puerto Rico, in his capacity as Subsecretary; and **TELECONTACTO-TELECONTACT, INC. (CONTRACTOR)**, with principal offices in Urb. Hyde Park, 275 Ave. Jesús T. Piñero, San Juan, Puerto Rico 00927, herein represented by Ileana Agosto Correa, in her capacity as General Manager, of legal age, single, and resident of Trujillo Alto, 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 on 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 Community Development Block Grant – Disaster Recovery (**CDBG-DR**) Program. These funds are intended to provide financial assistance to address unmet needs that arise and that are not covered by other sources of financial aid.

WHEREAS, on February 9, 2018, a Notice was published in the Federal Register, Vol. 83, No. 28 (83 FR 5844), that allocated \$1.5 billion for disaster recovery assistance to the Government of Puerto Rico.

WHEREAS, under the Bipartisan Budget Act of 2018, signed into law February 9, 2018 (Pub. L. 115-123), an additional \$8.22 billion were allocated by HUD for disaster recovery assistance to the Government of Puerto Rico under CDBG-DR.

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

WHEREAS, on August 14, 2018, a Notice was published in the Federal Register Vol. 83, No. 157, (83 FR 40314) that made an additional allocation to Puerto Rico of \$8.22 billion for recovery. With these allocations of funding, the PRDOH aims to lead a transparent, comprehensive recovery to benefit the residents of Puerto Rico. PRDOH holds

accountability and is committed to the responsible, efficient, and transparent administration of CDBG-DR grant funding.

WHEREAS, On September 20, 2018, the Governor of Puerto Rico and the Secretary of HUD signed the Grant Agreement.

WHEREAS, under the Further Additional Supplemental Appropriations Act for Disaster Relief Requirements Act, 2018, (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, Pub. L. 115-123, approved February 9, 2018), \$8.285 billion were allocated by HUD for mitigation activities and assistance to the Government of Puerto Rico under the Community Development Block Grant – Mitigation (**CDBG-MIT**) Program. These funds are intended to provide financial assistance in areas impacted by recent disasters. Moreover, CDBG-MIT funds represent a unique and significant opportunity for Puerto Rico to carry out strategic and high-impact activities to mitigate disaster risks and reduce future losses.

WHEREAS, on August 30, 2019, a Notice was published in the Federal Register, Vol. 84, No. 169, (84 FR 45838), which described the grant requirements and procedures applicable to future allocations of CDBG-MIT funds to the Government of Puerto Rico.

WHEREAS, on May 12, 2021, the PRDOH Secretary and the Secretary of HUD signed Grant Agreement Number B-18-DP-72-0002; allowing PRDOH access to \$8,285,284,000 in CDBG-MIT funding, obligated under Pub. L. 115-123, as amended.

WHEREAS, the PRDOH is the government agency designated as the grantee of the CDBG-MIT funds allocated to the Government of Puerto Rico.

WHEREAS, the PRDOH is interested in contracting a firm to provide Call Center Operation Services under the CDBG-DR/MIT grants, and any other future federal allocations. This firm will support PRDOH's objectives of ensuring compliance with all CDBG-DR, HUD and applicable federal and local requirements, rules and regulations, as well as in PRDOH's objectives of the Action Plan, as amended, and adequately coordinating and monitoring all CDBG-DR related activities.

WHEREAS, on June 22, 2022, the PRDOH issued the Request for Proposals (**RFP**) for Call Center Operation Services (**CDBG-DRMIT-RFP-2022-06**) with CDBG-DR/MIT funds. This request was placed through the "Registro Único de Subastas del Gobierno" (**RUS**) and the CDBG-DR Program website. Through this procurement process, the PRDOH received six (6) proposals. The proposals were evaluated by an Evaluation Committee appointed pursuant to Administrative Order No. 22-58 dated August 5, 2022. The Evaluation Committee performed an evaluation of the proposals based on the criteria stated in the RFP.

WHEREAS, on August 3, 2022, the CONTRACTOR submitted a proposal (**Proposal**), which fully complied with the requirements set forth by the PRDOH.

WHEREAS, the CONTRACTOR has duly adopted a Resolution dated February 7, 2023, authorizing the CONTRACTOR, via its General Manager, Ileana Agosto Correa, to enter into the Agreement with the PRDOH.

WHEREAS, the PRDOH desires to enter into an agreement with **Telecontacto-Telecontact, Inc.** to secure its services and accepts the CONTRACTOR's Proposal and reasonable costs, and the CONTRACTOR by its acceptance of the terms and conditions of this

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Agreement is ready, willing and able to provide the requested services contemplated under this Agreement.

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

I. TYPE OF CONTRACT

Contract Type: This is a fixed-price contract. Under this Agreement, the CONTRACTOR shall submit monthly invoices to the PRDOH based on the Price Form (**Attachment C**) 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	Proposal
Attachment B	Scope of Services
Attachment C	Price Form
Attachment D	Performance Requirements
Attachment E	Insurance Requirements
Attachment F	HUD General Provisions
Attachment G	Contractor Certification Requirement
Attachment H	Non-Conflict of Interest Certification

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. The Agreement shall prevail if any inconsistency appears between the Attachments and this Agreement.

II. TERM OF AGREEMENT

- A.** This Agreement shall be in effect and enforceable between the parties from the date of its execution. The Term of this Agreement will be for a performance period of **thirty-six (36) months**, ending on February, 24, 2026.
- B. Contract Extensions:** Upon mutual written consent of the parties and in its sole discretion, PRDOH may extend the duration of the Agreement for a total of two (2) additional terms of **twelve (12) months**, or, when stated in days, **three hundred sixty-five (365) days**.
- C.** The term of this Agreement shall not exceed the lifetime of the initial Grant Agreement between PRDOH and HUD unless the term of the initial Grant Agreement is extended by HUD, in which case the Agreement shall not exceed said extended period.

III. SCOPE OF SERVICES

The CONTRACTOR will provide the services described in **Attachment B** of the Agreement. The parties agree that the CONTRACTOR shall furnish all permits, consents, licenses, equipment, software, and supplies necessary to perform the Services, at the 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 C** of this Agreement.
- B. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **FIVE MILLION ONE HUNDRED ELEVEN THOUSAND SIX HUNDRED FORTY DOLLARS (\$5,111,640.00)**; **Account Numbers: MITA12ADM-DOH-NA 4190-10-000, MITA12ADM-DOH-NA 4190-13-000, R02A01ADM-DOH-NA 4190-10-000, and R02A01ADM-DOH-NA 4190-13-000.**
- C. Such payment shall be compensation for all allowable services required, performed, and accepted under this Agreement included in **Attachment C** and **Attachment D**.
- D. 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.
- E. 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.
- F. The services rendered under the Agreement, shall be payable within **forty-five (45) business days** from the date the invoice is received and approved by a PRDOH representative for payment. If PRDOH raises any objections, PRDOH will return the invoice for corrections and the CONTRACTOR shall modify the invoice and return it within **five (5) business days**. Once the CONTRACTOR returns the modified invoice, the PRDOH shall resume and conclude the payment process within the next **forty-five (45) business days**.
- G. 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.
- H. While providing the services under this Agreement, the CONTRACTOR must adhere to applicable requirements of the CDBG-DR/MIT grants. If the CONTRACTOR performs ineligible activities under the CDBG-DR/MIT grants or program, the CONTRACTOR cannot include them in the invoice for payment to the CONTRACTOR.
- I. CONTRACTOR shall be liable to the PRDOH for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement. CONTRACTOR shall reimburse such disallowed costs from funds other than those CONTRACTOR received under this Agreement.

- J. The CONTRACTOR acknowledges and agrees to repay any CDBG-DR/MIT funds used for ineligible costs.
- K. 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 hereby certify that no public servant of the government entity is a party to or has an interest of any kind in the profits or benefits to be obtained under the contract which is the basis of this invoice, and should he be a party to, or have an interest in, the profits or benefits to be obtained under the contract, a waiver has been previously issued. The only consideration to provide the contracted goods or services under the contract is the payment agreed upon with the authorized representative of the government entity. The amount that appears in the invoice is fair and correct. The work has been performed, the goods have been delivered, and the services have been rendered, and no payment has been received therefor."

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** from the closeout of the grant to the state, or the period required by other local applicable laws and regulations.

VIII. DOCUMENTATION AND RECORDKEEPING

- A. **Records to be Maintained:** The CONTRACTOR shall maintain records of the state and units of general local government, including supporting documentation, which shall be retained for the greater of **five (5) years** from the closeout of the grant to the

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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/MIT programs; Records required to determine the eligibility of activities; Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-DR/MIT assistance; Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG-DR/MIT programs' regulations; Financial records as required by 24 C.F.R. § 570.506, 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.

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- 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 confidential 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.
 - E. PII Policy:** The CONTRACTOR must comply with the PRDOH CDBG-DR Personal Identifiable Information Policy, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov), which is herein included and made an integral part of this Agreement, as it may be updated from time to time.

IX. 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.

X. NON-DISCLOSURE AND CONFIDENTIALITY

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

B. Non-Disclosure: CONTRACTOR agrees to take all reasonable steps or measures to keep confidential all Confidential Information and will not, at any time, present or future, without PRDOH express written authorization, signed by the Secretary of the PRDOH, use or sell, market or disclose any Confidential Information to any third party, contractor, corporation, or association for any purpose whatsoever. CONTRACTOR further agrees that, except as they relate to the normal course of the service, the CONTRACTOR will not make copies of the Confidential Information except upon PRDOH express written authorization, signed by an authorized representative of PRDOH, and will not remove any copy or sample of Confidential Information without prior written authorization from PRDOH. CONTRACTOR retains the right to control its work papers subject to these confidentiality provisions.

C. Return Documents: Upon receipt of written request from the PRDOH, CONTRACTOR will return to PRDOH all copies or samples of Confidential Information which, at the time of the notice are in CONTRACTOR's or its agent's possession. CONTRACTOR reserves the right to retain a set of its work papers.

D. Equitable Relief: The CONTRACTOR acknowledges and agrees that a breach of the provision of subparagraph B and C of this Section may cause PRDOH to suffer irreparable damage that could not be remedied or compensated adequately only by mere monetary retribution. The 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.

XI. PERFORMANCE WARRANTY

- (a) CONTRACTOR warrants that it will perform all work and provide all Deliverables under this Contract in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- (b) CONTRACTOR warrants that all Deliverables it completes under this Contract shall: meet or exceed the standards of CONTRACTOR's trade, profession, or industry; meet or exceed the specifications set forth in the Attachments to this Agreement; and be fit for ordinary use, of good quality, and with no material defects, if applicable.
- (c) If CONTRACTOR submits Deliverables that do not meet specifications, fails to complete Deliverables timely, or fails to perform its obligation under this Contract, PRDOH may require CONTRACTOR, at its sole expense, if applicable, to:
 - 1. repair or replace Deliverables that do not meet specifications;
 - 2. refund payment for Deliverables that do not meet specifications and accept the return of such Deliverables;
 - 3. pay liquidated damages for any past due Deliverable; and
 - 4. take necessary action to ensure that future performance and Deliverables meet specifications and conform to the Contract.

XII. TERMINATION

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- 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) calendar 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) calendar 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/MIT Programs by virtue of any breach of the Agreement by the CONTRACTOR. The PRDOH may withhold any payments to the CONTRACTOR, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the PRDOH by the CONTRACTOR. PRDOH shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.
- B. Termination for Convenience:** The PRDOH may terminate this Agreement, in whole or in part, whenever the PRDOH determines that such termination is necessary or convenient to the Agency. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a **thirty (30) calendar days'** notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination. PRDOH shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.
- C. Termination by Unilateral Abandonment:** The PRDOH will consider this Agreement immediately terminated, in the event that the CONTRACTOR unilaterally and without prior notice, chooses to abandon (in any shape, form or fashion) cease and desist in the specific performance of its general and particular duties and responsibilities as agreed in this Agreement. Upon the knowledge of such event, the PRDOH will not be held liable and will immediately, automatically and retroactively deduct from any future reimbursement, all funds from the day such unilateral abandonment took place. The PRDOH will not be compelled to continue the performance of this Agreement, should the CONTRACTOR breach this 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) calendar days'** notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all

services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination.

E. Suspension: The PRDOH may suspend this Agreement in whole or in part at any time for the PRDOH's convenience. The PRDOH shall give the CONTRACTOR **five (5) business days'** written notice of such suspension. Upon receipt of said notice the CONTRACTOR shall immediately discontinue all Services affected.

F. Immediate Termination: In the event the CONTRACTOR is subjected to a criminal or civil action, suit, proceeding, inquiry or court of applicable jurisdiction, or any governmental agency, or the CONTRACTOR shall be subject to an order, judgment, or opinion, issued by any federal or local authority, a court of applicable jurisdiction, or any governmental agency, in connection with the execution, delivery, and performance by the CONTRACTOR of this Agreement or the CONTRACTOR of this Agreement has been noncompliant, breach, inaccuracy of any representation, warranties, covenants, or the certifications provided herein, whether the noncompliance, breach or inaccuracy takes place before or after the execution of this Agreement, the PRDOH shall have the right to the immediate termination of this Agreement notwithstanding, any provisions to the contrary herein. This Section will apply in the event of any judgment that may obligate the PRDOH to terminate the Agreement pursuant to Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico.

G. Period of Transition: Upon termination of this Agreement, and for **ninety (90) consecutive calendar days** thereafter (the Transition Period), CONTRACTOR agrees 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. PRDOH reserves the right to provide for the execution of a Transition Services Agreement for the Transition Period. In such instance, the CONTRACTOR will be paid at a reasonable, agreed upon, hourly rate for any work performed for the PRDOH during the Transition Period. Moreover, during that Transition Period, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH.

XIII. PENALTIES AND LIQUIDATED DAMAGES

A. Penalties

1. In the event the CONTRACTOR is determined to have engaged in any proscribed conduct or otherwise is in default as to any applicable term, condition, or requirement of this Agreement, at any time following the Effective Date of the Agreement, the CONTRACTOR agrees that PRDOH may impose sanctions against the CONTRACTOR for any default in accordance with **Attachment B** and **Attachment D** and this Section. Refer to all required provisions set forth at 2 C.F.R. § 200.326 and 24 C.F.R. § 570.489(g), if applicable, and the Contract and Subrecipient Agreement Manual, Section 2, Subsection 2.4.1(a), as found in the CDBG-DR Website (www.cdbg-dr.pr.gov) which is herein included and made an integral part of this Agreement, as it may be updated from time to time.

2. If the CONTRACTOR fails to comply with federal statutes, regulations or the terms

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and conditions of the Agreement, PRDOH may take one or more of the following actions:

- i. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.
- ii. Disallow all or part of the cost of the activity or action not in compliance.
- iii. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. part 180.
- iv. Withhold further Federal awards for the project or program.
- v. Take other remedies that may be legally available.

B. Liquidated damages

The CONTRACTOR shall pay to PRDOH, as liquidated damages, **(\$100.00)** for each calendar day that any task deliverable required is late until deemed in compliance subject to a maximum of **(\$1,000.00)** established in this Contract between PRDOH and the CONTRACTOR, in accordance with **Attachment B** and **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. 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. For the purpose of applying and calculating such liquidated damages, a grace period of **ten (10) business days** shall be observed. The PRDOH may deduct and retain out of the monies 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.

XIV. 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.

XV. 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 Insurance Requirements, attached hereto and made an integral part hereof as **Attachment E**. The CONTRACTOR shall meet all other insurance requirements as may be imposed by PRDOH from time to time.

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

PRDOH will execute this Agreement conditioned to the submission, within **fifteen (15) business days** of the signing of this Agreement, of the insurance policies specified in **Attachment E. Failure to comply with the submission of the insurance policies may result in the withholding of payments or the termination of the Agreement.**

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

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

B. Endorsements

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

1. PRDOH, Government of Puerto Rico, HUD and its officers, agents and employees are named as additional insured (except Worker's Compensation) but only with respect to liability arising out of tasks performed for such insured by or on behalf of the named insured.
2. To provide waiver of subrogation coverage for all insurance policies provided or herein in favor of PRDOH and its respective officers, agents and employees.
3. The insurer shall be required to give PRDOH written notice at least **thirty (30) days** in advance of any cancellation in any such policies.

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

C. Related Requirements

The CONTRACTOR shall furnish original Certificates of Insurance evidencing the required coverage to be in force on the Effective Date of Agreement. 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 Contract Administration of the Legal Division and/or the Finance area of the CDBG-DR/MIT programs 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**.

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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 **thirty (30) 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 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. The CONTRACTOR may provide the coverage for any or all of its subcontractors and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined above.

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

XVI. 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.

XVII. FORCE MAJEURE

In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, pandemic officially declared by the Government of Puerto Rico, 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.

XVIII. 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 **seventy-two (72) hours** and full disclosure in writing to the Contracting Officer, which shall include a description of the action, which the CONTRACTOR has taken or intends to take to eliminate or neutralize the conflict. The CONTRACTOR will disclose the details of any existing or future contract to provide services to third parties participating or for the purpose to participate in disaster recovery programs or projects in Puerto Rico. The PRDOH may, however, terminate the Agreement for the convenience of PRDOH if it would be in its best interest.

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

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

XIX. 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

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

XX. NOTICES

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

To: PRDOH

Ricardo Vázquez Morales, CPA
Subsecretary
Puerto Rico Department of Housing
606 Barbosa Ave.
Juan C. Cordero Dávila Bldg.
San Juan, Puerto Rico 00918

To: CONTRACTOR

Ileana Agosto Correa
General Manager
Telecontacto-Telecontact, Inc.
Urb. Hyde Park
275 Ave. Jesús T. Piñero
San Juan, Puerto Rico 00927

XXI. 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.

XXII. SUBCONTRACTS

A. General: All subcontracts shall contain the applicable provisions described in **Attachment F** (HUD General Provisions), 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 any areas of noncompliance, CONTRACTOR shall provide the PRDOH summarized written reports supported with documented evidence of corrective action.

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

E. Notification: CONTRACTOR shall notify and provide a copy of any and all subcontracts related to this Agreement and CDBG-DR/MIT funds to the Contract Administration Area of the PRDOH CDBG-DR/MIT Legal Division within **three (3) business days** of its execution.

XXIII. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS

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

A. Compliance with Executive Order No. 24: Pursuant to Executive Order No.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 No. 52 of August 28, 1992, amending Executive Order No.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. Compliance with Circular Letter No. 1300-16-16 of the Puerto Rico Department of Treasury: The CONTRACTOR accepts and acknowledges its responsibility of acquiring the certifications required in the Puerto Rico Department of Treasury Circular Letter No. 1300-16-16 issued on January 19, 2016. All certifications must be submitted during their term of validity, in accordance with applicable laws. Certifications expired or issued more than **sixty (60) calendar days** prior to the contract date will not be accepted. The last payment to be made under the contract will only be issued if the 'Debt Certifications' by the Puerto Rico Department of Treasury indicate that the CONTRACTOR has no debt with the Department of Treasury. The CONTRACTOR agrees to cancel any debt that cannot be clarified with the Department of the Treasury through a withholding made by PRDOH from the payments to which it is entitled to receive under the contract.

D. 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.

E. 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.

F. Income Tax Withholding: The PRDOH shall retain the corresponding amount from all payments made to the CONTRACTOR, as required by the Puerto Rico Internal Revenue Code. 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 PRDOH will adjust such withholdings provided the CONTRACTOR produces satisfactory evidence of partial or total exemption from withholding.

G. Compliance with Act No. 45 of April 18, 1935, as amended, 11 LPRA § 1, et seq.: The CONTRACTOR certifies and guarantees that at the signing of this Agreement has valid insurance issued by the State Insurance Fund Corporation (CFSE, for its Spanish Acronym), as established by Act No. 45, *supra*, known as the "Puerto Rico Workers' Accident Compensation Act".

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

necessary documentation to substantiate the same. The CONTRACTOR will be given a specific amount of time by PRDOH to deliver said documents.

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- I. **Compliance with Act No. 168-2000, as amended, 8 LPRA § 711, et seq.:** The CONTRACTOR is in full compliance with Act No. 168-2000, as amended, known as "Act for the Improvement of Elderly Support of Puerto Rico."
- J. **Compliance with Act No. 1-2012, as amended, 3 LPRA § 1854, et seq.:** The PRDOH and the CONTRACTOR hereby certify that in signing this Agreement they are in compliance with Act No. 1-2012, as amended, known as the "Puerto Rico Government Ethics Act of 2011", in connection with the possibility of a conflict of interest.
- K. **Clause of Governmental Ethics Certification of Absence of Conflict of Interests -** The CONTRACTOR certifies that: (1) No public servant of this executive agency has a pecuniary interest in this contract, purchase or commercial transaction. (2) No public servant of this executive agency has requested me or accepted from me, directly or indirectly, for him (her), for any member of his family unit or for any person, gifts, bonuses, favors, services, donations, loans or anything else of monetary value. (3) No public servant (s) requested or accepted any good of economic value, linked to this transaction, from any person of my entity as payment for performing the duties and responsibilities of their employment. (4) No public servant has requested from me, directly or indirectly, for him (her), for any member of her family unit, or for any other person, business or entity, some of economic value, including gifts, loans, promises, favors or services in exchange for the performance of said public servant is influenced in my favor or of my entity. (5) I have no kinship relationship, within the fourth degree of consanguinity and second by affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.
- L. **Ethics.** CONTRACTOR also acknowledges receipt and agrees to obey the Anticorruption Code for the New Puerto Rico known in Spanish as "Código Anticorrupción para el Nuevo Puerto Rico".
- M. **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:
1. 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 No. 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.
 2. 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.
 3. It declares under oath the above mentioned in conformity with what is established as in Act No. 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.

4. The CONTRACTOR represents and guarantees that none of its employees, officials or agents have been convicted of a felony or misdemeanor as described in this sub-section. Moreover, the CONTRACTOR agrees to notify PRDOH should any employee, official, or agent is convicted of a felony or misdemeanor as described in this sub-section after the date of this Agreement. Said notice shall be made within **ten (10) business days** from the time of the conviction.

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

O. 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 money received under this Agreement.

P. Non-Conflict of Interest Certification: The CONTRACTOR shall comply with **Attachment H** (Non-Conflict of Interest Certification), attached herein and made an integral part of this Agreement, which outlines several situations that may reasonably be considered as conflicts of interest. The aforementioned certification aids PRDOH, in its role as grantee, to identify, evaluate, disclose and manage apparent potential, or actual conflicts of interest related to CDBG-DR and CDBG-MIT-funded projects, activities, and/or operations.

XXIV. ACT NO. 18 OF OCTOBER 30, 1975, as amended, 2 L.P.R.A. §§ 97-98

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

XXV. MEMORANDUM NO. 2021-003; CIRCULAR LETTER 001-2021 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO)

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 (*Secretaría de la Gobernación*). These services will be performed under the same terms and conditions in terms of hours of

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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.
- C. Contract Review Policy of the Financial Supervision and Administration Board for Puerto Rico:** The parties acknowledge that the CONTRACTOR has submitted the certification entitled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board (**FOMB**) for Puerto Rico, effective as of November 6, 2017, as amended on October 30, 2020, signed by the Contractor's Executive Director (or another official with an equivalent position or authority to issue such certifications). A signed copy of the "Contractor's Certification Requirement" is included as **Attachment G** to this contract.

XXVI. MEMORANDUM NO. 2021-029; CIRCULAR LETTER NO. 013-2021 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO):

- A.** The PRDOH certifies that the CONTRACTOR was selected as the provider of the services described in this Agreement, pursuant to Executive Order No. 2021-029.
- B.** The Parties certify that they acknowledge the provisions stated in Executive Order No. 2021-029 and CC 013-2021. Any failure to comply with the requirements set forth in Executive Order No. 2021-029 and CC 013-2021 will result in the termination of this Agreement.
- C.** The CONTRACTOR certifies that it has informed PRDOH of any current contractual relationship with any government entities of the Government of Puerto Rico. Accordingly, the CONTRACTOR certifies, as of the date hereof and as stated in **Attachment G** (Contractor Certification Requirement), that it is in a contractual relationship with the following entities of the Government of Puerto Rico: Puerto Rico Aqueducts and Sewers Authority (**AAA**) and the Puerto Rico Department of Health (**PRDH**)-Medicaid Program. The CONTRACTOR also certifies that said entities are all the entities of the Government of Puerto Rico with which they maintain a contractual relationship. In addition, the CONTRACTOR recognizes and accepts that omitting any information regarding any current contractual relationship with any governmental entity could result in the termination of this agreement if so, required by PRDOH.
- D.** The CONTRACTOR certifies that it has informed the PRDOH whether or not the entity is a public corporation whose shares are exchanged in a stock exchange properly regulated. In the event that the CONTRACTOR certifies that it is not a public corporation that exchanges shares in a stock change, the CONTRACTOR certifies it has completed the applicable certification as stated in CC-013-2021.

XXVII. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, & EXECUTIVE ORDERS

The CONTRACTOR acknowledges that HUD financial assistance will be used to fund the Agreement only. Also, the CONTRACTOR shall comply with all applicable Federal, state and local laws, rules, regulations, and policies relating to CDBG-DR/MIT and CDBG Program services. This includes without limitation, applicable Federal Registers; 2 C.F.R.

part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Housing and Community Development Act of 1974; 24 C.F.R. part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. Part 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, the CONTRACTOR shall comply, without limitation, with those set forth in **Attachment F** and in compliance with all the requirements described in **Attachment G**.

XXVIII. CDBG-DR/MIT POLICIES AND PROCEDURES

In addition to what is established in this Agreement, the CONTRACTOR shall comply with all CDBG-DR/MIT program specific and general policies and procedures, including, but not limited to, the Contract and Subrecipient Agreement Manual, OS&H Guideline, MWBE Policy, Procurement Manual for the CDBG-DR Program, URA & ADP Guidelines, Cross Cutting Guidelines, AFWAM Policy, Section 3 Policy, Personally Identifiable Information, Confidentiality, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov), which are herein included and made an integral part of this Agreement, as they may be updated from time to time, and reporting requirements as established by the PRDOH.

XXIX. SECTION 3 CLAUSE

A. 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.

B. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 75, 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 impediments that would prevent them from complying with the part 75 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 the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; 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 75 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 75. 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 75.

E. The CONTRACTOR acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

F. 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 75 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR'S obligations under 24 C.F.R. part 75.

G. Noncompliance with HUD's regulations in 24 C.F.R. part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

H. 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 (46 U.S.C. § 5307) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

I. The CONTRACTOR agrees to submit, and shall require its subcontractors to submit to them, quarterly reports to the PRDOH detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 Workers and Targeted Section 3 Workers.

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

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

- A.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Forms-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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- C. The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). The CONTRACTOR acknowledges that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. §3801 et seq., apply to this certification and disclosure, if any.

XXXI.EQUAL OPPORTUNITY

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity 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 consideration 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 Exec. Order No. 11246 of September 24, 1965, as amended by Exec. Order No. 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 Exec. Order No. 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.

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- 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 Exec. Order No.11246 of September 24, 1965, as amended, and such other sanctions as may be imposed and remedies invoked as provided in Exec. Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G.** The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (F) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Exec. Order No.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.

XXXII. SOLID WASTE DISPOSAL ACT

- 1) In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are Environmental Protection Agency (**EPA**)- designated items unless the product cannot be acquired:
- Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - 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 website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- e
- 3) CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include:
- procuring only items designated in guidelines of the EPA at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000);
 - procuring solid waste management services in a manner that maximizes energy and resource recovery; and
 - establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXXIII. DRUG FREE WORKPLACE

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

XXXIV.SUSPENSION AND DEBARMENT

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- A.** This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 2424. 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 2424, and must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into.
 - C.** This certification is a material representation of fact relied upon by PRDOH. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, in addition to remedies available to PRDOH, 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 2424, while this Agreement is valid. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

XXXV. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION

The CONTRACTOR certifies that it is cleared and eligible for award of a contract and is not suspended, debarred, or on a HUD-imposed limited denial of participation. Subsequently, the CONTRACTOR must be registered in the System for Award Management (**SAM**) and shall maintain its registration active during contract performance and through final payment. The CONTRACTOR is responsible during performance and through final payment for the accuracy and completeness of the data within SAM. Failure to maintain registration in SAM may impact obligations and payments under this Agreement.

XXXVI. 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.

XXXVII. 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.

XXXVIII. 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.

XXXIX. 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 a written document signed by both PRDOH and the CONTRACTOR.

XL. 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. Those amendments shall make specific reference to this Agreement, comply with programmatic policies, procedures, and guidelines. Such amendments shall not invalidate this Agreement, nor relieve or release the Parties from their obligations under this Agreement.

However, PRDOH reserves the right to notify in writing to CONTRACTOR any applicable policies, procedures, regulations, requirements, guidelines, or change in law, whether existing or to be established, as well as changes and/or amendments thereof, and the notified policies, procedures, regulations, requirements, guidelines and laws shall be deemed incorporated by reference to this Agreement without the need of executing a separate written and signed amendment.

XLI. 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.

XLII. 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.

XLIII. 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.

XLIV. ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement or if a conflict occurs between this Agreement and any Attachment, Appendix, Exhibit, or Schedule, unless otherwise specifically stated in those documents, the order of precedence shall be: Federal laws, regulations, and policies applicable to this Agreement, this Contract and the HUD General Provisions (**Attachment F**), the Scope of Work (**Attachment B**), the Performance Requirements (**Attachment D**) the Compensation Schedule (**Attachment C**), and lastly, the CONTRACTOR's proposal (**Attachment A**).

XLV. 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.

XLVI. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS

A. Consolidation or Merger

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

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

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

B. Change of Name

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH initiates a change of name process, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) business days** prior to the effective date of such event. The notice shall include, but not limited to, a description of: the expected effective date of the change of name; the proposed name; inform of any change of address; and reference of any change in the capacity of the

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entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement, as well as its Exhibits or Attachments.

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

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

C. Dissolution

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for dissolution of the entity, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) business days** prior to the effective date of such event. The notice shall include, but not limited to, a description of the expected effective date of the dissolution; and contact information of one or more of its directors, officials or agents. Upon dissolution, becoming effective, and supporting evidence of such event is notified to PRDOH, termination of the Agreement will follow. Consequently, the signing party acknowledges and agrees to provide to the PRDOH, after termination of the Agreement, the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the tasks or services to the PRDOH or a third party designated by the PRDOH. Moreover, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH following the Agreement termination.

XLVII. 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.

XLVIII. FEDERAL FUNDING

The fulfillment of this Agreement is based on those funds being made available to the PRDOH as the lead administrative agency for Recovery. All expenditures under this Agreement must be made in accordance with this Agreement, the policies and procedures promulgated under the CDBG-DR/MIT Programs, and any other applicable laws. Further, CONTRACTOR acknowledges that all funds are subject to recapture and repayment for non-compliance.

XLIX. RECAPTURE OF FUNDS

PRDOH may recapture payments it makes to CONTRACTOR that (i) exceed the maximum allowable rates; (ii) are not allowed under applicable laws, rules, or regulations; or (iii) are otherwise inconsistent with this Agreement, including any unapproved expenditures. CONTRACTOR must refund such recaptured payments within **thirty (30) business days** after the PRDOH issues notice of recapture to CONTRACTOR.

L. OVERPAYMENT

CONTRACTOR shall be liable to the PRDOH for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement. CONTRACTOR shall

reimburse such disallowed costs from funds other than those CONTRACTOR received under this Agreement.

LI. 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.

LII. 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. If the Agreement is not executed by the PRDOH within **thirty (30) calendar days** of execution by the other party, this Agreement shall be null and void.

LIIL. SURVIVAL OF TERMS AND CONDITIONS

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

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

**PUERTO RICO DEPARTMENT OF
HOUSING**

TELECONTACTO-TELECONTACT, INC.

Ricardo Vázquez Morales

Ricardo Vázquez Morales, CPA
Subsecretary

Ileana Agosto Correa

Ileana Agosto Correa (Feb 24, 2023 17:11 AST)

Ileana Agosto Correa
General Manager

Proposer's Initials:

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7.3. Executive Summary

Telecontacto is a bicultural/bilingual communication powerhouse BPO contact center. As a Puerto Rico family owned business founded in 1995 by successful advertisement, marketing and public communications experts with more than 30 years of experience, we specialized in the creation, development, and maintenance of customer relationships in order to help our clients maximize the value of their customers and prospects.

For over 25 years, Telecontacto has provided world-class contact center customer service and sales for some of the main companies in Puerto Rico and the United States of America. We are well known for our excellence culture, not only in the provision of requested services, but for our passionate value adding initiatives for our customers. Pioneers in the introduction of voice over IP, real-integrated multichannel services, real-time reporting, real time process handling and state-of-the-art technology, we have developed the most successful customer service infrastructure and human resource for clients.

Our Mission: Create solutions by providing resources to maximize customer relationship that will focus on delivering positive results and produce outstanding ROI.

Our Vision: To become the best contact center in America, making the customer interaction a delightful experience that helps them, and outgrow happiness to both them and ourselves.

Our Values: Integrity, Commitment, Leadership, Transparency, Innovation.

Telecontacto has four (4) locations in San Juan with 700+ seats and the capacity to increase 230 more within a short time frame. Our current client's roster includes Banking & Financial Services, Insurance, Utilities, Consumer & Industrial Goods, Health Care, Education Automotive, Government and Computer Technology, among others. Some of our current and past clients include: Assurant, Autoridad de Acueductos y Alcantarillados, Departamento de Salud Medicaid de PR program, Departamento de la Vivienda, Autoridad de Energía Eléctrica, Banco Popular de Puerto Rico, Citibank, Scotiabank, Centennial Communications and many others.



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Cupey Contact Center HQ



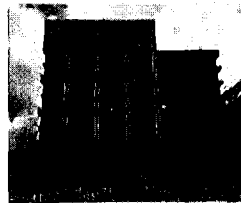
Galería Pacífico
Ave Las Cumbres
Suite 213
San Juan PR 00926

Plñero Contact Center



Urb Hyde Park
275 Ave Jesus T Plñero
San Juan PR 00927-3901

Roosevelt Contact Center



Chubb Plaza
33 Calle Resolución
Guaynabo PR 00920

Las Vistas Shopping Village



300 Ave Fellsa Rincon
Las Vistas Shopping Village
San Juan, PR 00926-5970

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Telecontacto's approach to CDBG-DRMIT is a turnkey, full service Customer Service Operation that will include facilities, equipment, telephone infrastructure including voice and data lines and cables, telephone service, software, staff, reporting and all set-up necessary for the provision of services. Through our 25+ years of experience, we have set-up and developed Call Center Customers Service Operations, from ground zero and in record time frames, many times.

Our Approach Plan considers key elements to a successful project implementation:

Candidates Selection - Our entire HR team ensures that our hiring process is developed and executed in order to get the best candidates possible, always ensuring clients requirements with agility and a quick ramp up or down according to the program volume.

Training- Our Training team train and test all selected candidates to the highest industry standards and client specifications. This ensures a shorter learning curve and quick ramp up time for agents to competency.

Information Technology and Operations- Our IT and Operations team, work together to ensure connectivity, communications, reports and compliance as required by CBDG.

Telecontacto has adopted a single based platform that will give your company everything it needs to have a world class contact center at its service – ACD, IVR, fax server, voicemail, digital call and screen recording, speech technologies, supervisory screens, reporting, database access, screen pops – just to start!

The unified architecture of Telecontacto's solution includes skills-based routing and management capabilities for inbound, outbound, or blended interactions. In addition to phone calls, faxes and e-mails, our platform is ideal for chats, social media, Web call-back requests, Web URL "pushing", Voice over IP



calls, CRM-based screen pops text to speech applications and speech recognition solutions. It also offers real-time monitoring, reporting, and much more.

Through our multichannel skilled-based routing Automatic Contact Distributor (ACD), we will be able to send customers to the best qualified available agent, depending on the agent's strongest qualification, independently of which communication channel (voice, e-mail, chat, web interaction, social media) the customer chose. For example, some agents develop a stronger skill set for managing information inquiries and others are better at handling customer claims or complaints. Through our technology we can present levels of expertise based on those skill sets, thus transferring such contact to the best available agent on the selected skill set.

A 100% of the calls of CDBG – DR & CDBG – MIT Contact Center will be digitally recorded for 12 months, or any requested period of time, and available in real-time for quality purposes and/or industry compliance record keeping. Recordings can be sent by email to any authorized person in need of it.

Another feature that we will provide to PRDOH is the access to a secure, web-portal, in which you will have all your KPIs in real time. There is no need to request a report from our part. You will have everything PRDOH needs just a few clicks away, 24/7. During our implementation process we will discuss and recommend all needed reports. We do not provide pre-established reports that come "as is". Through our in-house IT staff, we create customized real-time reports for all our clients. No two clients require the same exact type of reports. We know from experience.

Last, but not least, we offer a full best-of-class training to our entire customer representatives. Our objective is to provide PRDOH with ambassadors of service. Once trained, we have a permanent quality assurance department performing on-going evaluations that are also available for PRDOH through their online report platform.

The key personnel who will be responsible and involved for the services offered will be:

- Miguel Merced Mader Esq., President
- Ileana Agosto, General Manager
- Carmen R. Sanchez Rivera, Project Manager
- Karina Calzada, Supervisor
- Nanette Flecha, Supervisor
- Vivianette Fumero, Supervisor



7.4 Qualifications

Profile

Telecontacto is a bicultural/bilingual communication powerhouse BPO contact center.

Founded in 1995 by successful advertisement, marketing and public communications experts with more than 30 years of experience, we specialize in the creation, development, and maintenance of customer relationships in order to help our clients maximize the value of their customers and prospects.

With four (4) call center locations with approximately 700+ employees in Puerto Rico, we are the most cost-effective solution for the United States of America.

We have developed the most successful customer service infrastructure and human resource for clients in and out of Puerto Rico. We have deep experience with inbound/outbound customer client engagements, which includes:

- Banks & Financial Services
- Insurance
- Telecommunications
- Utilities
- Consumer & Industrial Goods
- Health Care Industry
- Education
- Automotive Industry
- Computer Technology
- Government

Professional and technological support that really pays off:

- Fully equipped, state of the art contact centers, designed for efficiency and to stimulate teamwork.
- Experienced management and supervisors.
- Multichannel Automated Contact Distribution (ACD).
- Voice, Chat, Social Media, E-mail, Video, IVR, Text-to-Speech, Speech Recognition and more.
- Web based real-time reporting.
- 24-hour remote monitoring capabilities.
- Skill based routing.
- Contact Centers work 24/7/365.



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Telecontacto business baseline:

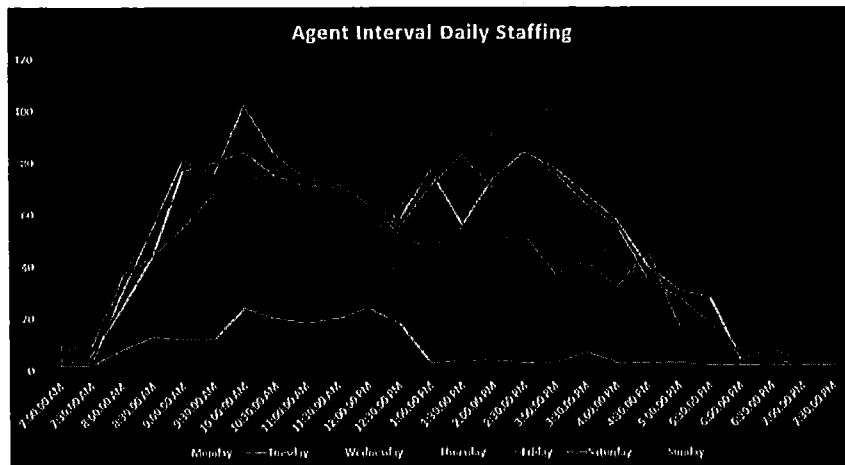
Bilingual Agents	Turnover %	Number of Stations	Capacity of Growth	Monthly Campaign Hours	Ratio of FT / PT
450	12%	700 +	200	68,000+	70 / 30

Our Strengths

Workforce and Flexible Time Schedule

Telecontacto has a continuous recruitment process in order to meet customer's needs that allows us to have a diversified database of agents. We are able to put the representative's headcount where the supported volume is needed, and backing off the headcount when the volume of representatives drops. The representatives will be working within 6 to 8 hours a day. With multiple representatives, Telecontacto can stack headcounts together with different shifts to fluctuate with the call volumes.

Here is one illustrated example on how flexible Telecontacto is during the day:



Business Continuity and Disaster Recovery Policy

Telecontacto, as any other contact center in Puerto Rico, is exposed to potential risks that could disrupt or destroy critical business functions and/or service delivery. Telecontacto has developed a Business Continuity and Disaster Recovery plan in support of a comprehensive plan and overall business survivability.

In the Category 5 Hurricane Maria, the worst in 100 years, September 20, 2017, we were the only Contact Center in Puerto Rico, which continued its operations and maintained services before, during and after



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the devastating atmospheric disturbance. There were no interruptions within the services offered to our clients.

Previous experience in mitigation plans

For an important program for a 24x7 customer service operation in the insurance industry (highly regulated industry) we established a series of provisions as part of a process to mitigate damages and minimize risks.

Examples of some situations of unexpected risks presented and what we did to mitigate them:

- **Escalation process and a detailed communication process** was established between client and Telecontacto for situations that arose in client non-working business hours, weekends and holidays. There would always be a contact person to deal with unexpected situations that could prevent a client customer requiring a service having to wait until the next regular business day for the final solution of their situation. All within a quality plan for "first call resolution". The escalation process was defined by levels of key contact for departments that had direct or indirect interaction with the customer service. Determinations were collected on an intranet developed by the company to keep records of the approved decisions and the person responsible for the determination. Based on the accumulated experience and frequency, from time to time, the rules and procedures of the campaign would be adjusted so that no repeated escalation contacts had to be made.
- **Situations with phone lines** - When activating the primary phone line and contingency line, we used two different providers, with different physical routes. Should a fault be present in the primary line we would use contingency lines, without service interruption. Primary telephone lines belonged to our client, although they were physically installed in our facility. Backup lines belonged to us. Since our service was 24x7, we asked our client to register us as an authorized contact with their vendor of primary telephone lines, to maintain direct communication with them, so that we could promptly report any failure in the system and avoid unnecessary delays in solving the problem involving the vendor.
- **Failures in the end-user client application** - As well as PRDOH, our client has an application to register all business transactions with his customers. However, sometimes this system could fail or become "offline" for some period of time. We developed an independent application and internal database that captured the most important and necessary information for each transaction. In the event of a



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client system failure we would activate our internal application with the information required for the proper handling of the situation. Said internal application became part of the back up under contract with our client and all information contained therein is the exclusive property of the client.

Contingency for PRDOH applications failures

Should the applications of PRDOH not be available for any reason, we propose the following:

1. If possible, that Telecontacto installs a copy of the PRDOH system on our local server, called PRDOH Back-Up. In case of an emergency, data will still be collected in the same format, and after recovery of the main application; data will be uploaded to the original database. The technical aspects of this procedure will have to be discussed with the technical staff of PRDOH.
2. If the first alternative is not feasible, we will study the application of PRDOH and reproduce a programmed system capable of capturing the same data that is required today.
 - a. Thus, we can feed a database with the same elements required in by PRDOH.
 - b. The data can then be uploaded to the application of PRDOH, if the application permits it. Otherwise, we will have to do a manual entry of captured data to the application once it is available again.
3. For both scenarios described above, we will always have paper forms available that capture all the data required by the application, including dates and times of contacts. This in case all safeguard mechanisms fail for some reason.
 - a. The data captured in these paper forms will be uploaded to the database as soon as it is available again.
 - b. Emergency or urgent notification will be faxed, or scanned and emailed to corresponding units or service centers, as applicable.

All proposed scenarios will be timely discussed with PRDOH to include their input and/or recommendations. The same shall be in writing and be available for all managers, whom will be trained in the procedural safeguards and plans and conduct at least one annual test.

Physical security of facilities

Physical security controls and secure areas are used to minimise unauthorised access, damage to, and interference with information and information systems. Physical access to servers and network devices within Telecontacto is restricted to authorised individuals.



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A badge access system provides reports to management personnel regarding active and inactive badge holders, access permissions assigned, and activity logs used to record access attempts (successful and unsuccessful). Environmental equipment at the data centre facilities, such as the fire detection and suppression systems, climate control systems, and power supply systems, are subject to preventive maintenance by internal and/or third-party specialists. The resulting inspection reports are used to help ensure equipment is maintained and functions properly.

Privileged access

Privileged access is considered to be access which can give a system user:

- the ability to change key system configurations
- the ability to change control parameters
- access to audit and security monitoring information
- the ability to circumvent security measures
- access to data, files and accounts used by other system users, including backups and media, or
- special access for troubleshooting the system.

Only limited authorized IT Staff and the CEO of the company have privileged access to critical and confidential hardware/software infrastructure of Telecontacto's network.

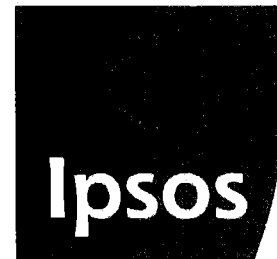
Dedicated engineering and operations teams are responsible for provisioning logical access to managed infrastructure and hosting services. Employee and contractor user access requests are documented on a standard access request form and require the approval of a manager. Privileged user access reviews are performed on a bi-annual basis to help ensure that access to data is restricted and authorized, only to strict personnel in need of it.



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Some of Our Clients

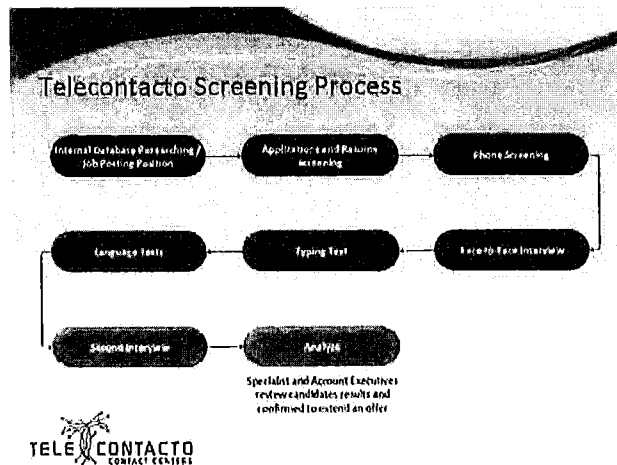


Recruitment Process

Telecontacto's recruitment process involves drafting a comprehensive job specification for the position, outlining its major and minor responsibilities; the skills, experience and qualifications needed. Our main goal is to provide the top agents based on client's needs and expectations, that's why our candidates must go through an exhaustive and intense process, where those who meets client's expectations are identified.



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Training and Development

Telecontacto's training courses are designed to develop agents based on the unique needs and requirements of each client. We take pride in promoting and providing a "Culture of Excellence."

Our agents constantly receive up-to-date information in all aspect of their program, such as:

1. History and culture of the client
2. Client specific product information, tools and resources available to them online/offline
3. Client specific objectives and goals and KPI's

Collaborating with the client's customer and quality team, facilitators at Telecontacto will learn and then adapt the client's information to instruct agents with a face-to-face training as well as virtual. This process includes the following:

1. **Train-the-trainer (TTT):** Telecontacto's facilitator receives from client's educator training materials to be reviewed and will learn the client's systems and processes.
 - **Trainer certification:** having Telecontacto trainers train on the client's content (with the CSRs in the room or virtual), so the client's trainers can evaluate, support and level set on trainer's content mastery.
 - **Up-Training:** client's content is introduced to existing Telecontacto's representatives on the client's account to include, but not limited to, projects, huddles, new system releases, system enhancements or changes to existing procedures.
2. **Customer Service:**
 - Service focused on the Customer



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- Workshops are focused on the importance and responsibility of the company's correct treatment and management of external and internal clients, including how this is entwined with the so called "People's Gift" when dealing with said clients.
- The main purpose of the workshop is to work in and develop effective strategies geared to the design of permanent plans for the betterment of the services provided by the company. The workshop includes modules designed to target both phone and person-to-person contact with clients and the integration of these skills with leadership skills, motivation, and teamwork.
- Our program helps understand what is involved in a client experience that aligns itself with the values of the client and how to make this come to life.
- The goal is to design a client's experience in all of its facets to create a competitive advantage using the client's distinctive traits.

3. Effective Communication

- This program is designed to better conversational competency with the development and practice of communication's nuclear concepts.
- Offer each participant the space required to develop his or her communication skills, understand and optimize the mental maps used to communicate and show conversational personality in action.
- This program is developed to empower and give effectiveness in our current conversations and produce effective actions in the workplace.

4. Leadership

- The workshops focus on a series of integral skills that include but are not limited to:
 - Motivation and the capacity to communicate.
 - Mobilize crews in an effective manner in order to achieve the goals set forth.
 - Identify and develop talent.
 - Organize the workforce in a way that allows tasks to be done properly by the correct and effective delegation of clearly defined responsibilities.
 - Know the impact we have on other people and how to use that impact to get the best out of each and every employee.
 - Gain the ability to work in teams and be able to demonstrate leadership.



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- Compromise with talent development both personally and professionally.

Work from Home

Telecontacto has developed and implemented a Work from Home plan, which allows us to continue expanding our services based on client's needs. Twenty five percent (25%) of our agents are working from home, able to carry out the same duties, assignments, and other work obligations at their home office as they do when on Telecontacto premises. The Quality procedure and evaluation remain a significant part of our commitment with our clients.

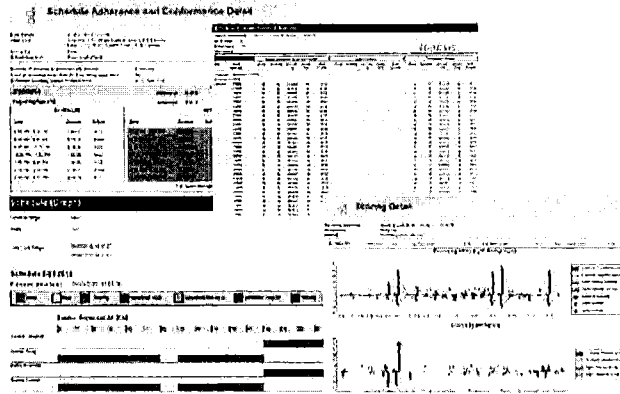
Workforce Management

The Telecontacto Workforce Management platform includes:

- **Forecasting:** manage short-term forecasts including viewing or modifying volume and average handle time; and long-term forecast calculating time off and headcount planning for months or years.
- **Scheduling**
 - *Schedules:* weekly schedules, creating, editing, publishing, and removing them.
 - *Schedule Bids:* bids, creating, editing, activating, and removing them.
 - *Schedule Preferences:* when or when not to work; who belongs to the current scheduling unit.
 - *Shift Trading Requests:* all unmatched, in progress, and completed shift trades.
- **Intraday Management:** analyze actual versus forecast, reforecast based on current daily trends, and provides schedule adherence information for scheduled agents.
- **Time Off Planning:**
 - *Accrual plans:* rate at which groups of agents receive more time off in specified codes.
 - *Staff types:* agents with similar workgroups, interaction types, and skills.
 - *Time Off Requests:* Approve or deny requests.



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Account Management

Commitment to Quality & Consistency

An Account Manager will be in charge of handling the day-to-day operations of your project. This manager, along with the Operations Manager, IT Manager, QA Manager, assigned supervisors and team leaders will be directly responsible of fulfilling all client needs and will be, proactively, searching for opportunities that will enhance every single program that they are assigned to.



Our company's staff is committed to serving your needs as much as you want your own company to serve your clients. We will work hand in hand with your staff to insure the objectives are reached and surpassed. In order to develop long- lasting business relationships, service has to be the main ingredient.



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IT and Telecommunications

Telecontacto has adopted a single based platform that will give your company all the tools it needs to have a world-class contact center at its service – ACD, IVR, fax server, voice mail, digital calls and screen recordings, speech technologies, supervisory screens, reporting, database access, screen pops, and more. The unified architecture of Telecontacto's solution includes skills-based routing and management capabilities for inbound, outbound, or blended interactions. In addition to phone calls, faxes and e-mails, our platform is ideal for chats, Web call- back requests, Web URL "pushing", Voice over IP calls, CRM-based screen pops, text to speech applications and speech recognition solutions. It also offers real-time monitoring, reporting, and much more.

Technology Solution Summary

Customer Interaction Center – the core of our best-of-breed technology - Genesys® CIC is in Gartner's Contact Center Leaders Quadrant, Magic Quadrant for Contact Center Infrastructure, for over 12 consecutive years.

All-in-one platform

Centralized multichannel processing for inbound/outbound blending as well as system configuration, administration and reporting. Fewer required servers also reduce energy consumption throughout our data center.

Business process automation

We automate critical business processes using CIC's communications capabilities to capture, prioritize, route, escalate, and track each step of a work process. By keeping processes moving and participants communicating, work gets completed faster and more accurately.

Multichannel customer service

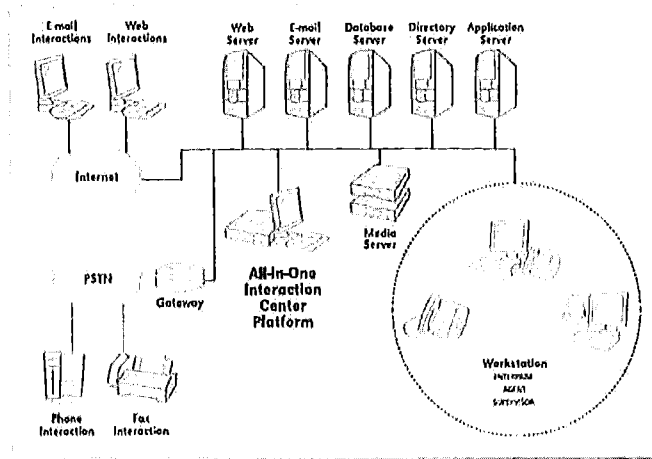
Calls, faxes, email, web chat, SMS, online forms, social media. Telecontacto handles all types of communications the same way for service that's both consistent and responsive. Monitoring and end-to-end reporting ensure quality across all channels.

Wide-ranging Interoperability

Out-of-the-box integrations connect to voice systems, databases, web services, messaging platforms, back-office applications, WFM packages, third-party systems, and SIP devices and hardware, virtually any component unique to your business and communications processes.



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Total contact management

- Multichannel access: phone, fax, email, web, SMS, business objects, social media
- ACD
 - Multichannel queuing
 - Priority and skills-based routing
 - Email routing
- IP PBX/PBX
- Auto attendant
- Interaction tracking
- Real-time presence management
- Built-in multi-lingual support
- Remote and at-home agents
- CRM integrations
 - Screen pop
- Pure blended inbound/outbound campaign management
- IVR
 - Intelligent speech recognition
 - Self-service automation
- eServices management

Quality monitoring

- Real-time continuous monitoring



Proposer's Initials: THE

- Real-time speech analytics
- Multichannel recording
- End-to-end reporting
- Agent monitoring, mentoring, scoring
- User-definable alarms
- Alert monitor view
- Screen recording
- Automated post-call satisfaction surveys, feedback management
- Interaction tracking and analytics enterprise-wide

Advanced functionality

- Business process automation, in the contact center and the enterprise
- Knowledge management and auto response
- Workforce management
- Intelligent multi-site interaction routing
- Third-party integration tools
- Graphical application generator
- Integrations for social media monitoring

Interaction Dialer capabilities

Telecontacto's Interaction Dialer supports proactive customer calling campaigns with preview, power, predictive, and precise modes.

Call analysis

Detect what action takes place once an outbound call has been made – ring/no answer, busy signal, fax tone, answering machine, and live answer. Distinguish between temporary and permanent SIT/tri-tones – where permanent tones are removed from the database, while temporary tones are slated for callback.

The result? Your agents receive only those calls that reach the targeted party.

Multi-campaign dialing

Run multiple campaigns against a workgroup, and assign priorities to determine the volume of calls placed from each active campaign.



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Goal-oriented outbound campaigns

Target distinct customer groups at specific times of the day or week using patented, skills-based dialing for goal-oriented, outbound campaigns. As agents are logged onto multiple campaigns, overall productivity dramatically increases with ease of administration for even the most complex tasks.

Make the most of your agents

Rely on Interaction Dialer to do more than automate dialing. Use the advanced, predictive algorithm to forecast when agents will become available.

The patented algorithm uses real-time statistics to estimate when each agent will finish a current call and adjusts dynamically if any factors change. The system queues and places multiple outbound calls while agents are busy to ensure a targeted party answers the moment an agent becomes available.

Additional features that improve agent utilization

Call blending combines outbound and inbound call activities when paired with the ACD capabilities of CIC.

Skills-based dialing labels each agent's abilities, skill sets, and proficiency. As campaigns run, a patented formula determines the skill needed for a particular outbound call and determines if an agent with the needed skills will be available.

Agent reports provide supervisors with real-time information they can use to identify agents performing outside their target range and take necessary action.

The result? High agent utilization, fewer abandons, a better customer experience, and agent productivity that can approach 100% utilization.

Go agentless with IVR, email, SMS and more

If your proactive customer outreach includes more than just a voice call, Interaction Dialer allows you to define versatile communication campaigns that send an email or a fax, send an SMS message, or route a live caller to an IVR script.

Don't forget about compliance

Interaction Dialer offers solutions to address the variety of rules and regulations pertaining to outbound outreach – regardless of industry.

Do Not Call (DNC) – Includes just-in-time state and national DNC scrubbing, where numbers can be checked against a third-party database prior to dialing.



Federal Trade Commission (FTC) – Supports FTC safe harbor call logging, caller ID, and minimum connect times.

IVR capabilities

Our IVR suite delivers forward-thinking IP telephony solutions to your businesses, including inbound and outbound IVR capabilities for calls as well as faxes and web interactions. And in contact centers and enterprises where customer service counts, CIC's integrated IVR application has provided a powerful, adaptable foundation for service automation and convenience:

Bank by phone, prescription refills by phone, feedback surveys, outbound notifications and appointment reminders, catalog purchases, plus other in-demand services that welcome consumers and strengthen customer loyalty.

Improve customer satisfaction levels.

Support post-call satisfaction surveys to gather immediate customer feedback for service improvement. Your business can even send information such as sales order confirmations instantly via email, SMS or fax after an IVR interaction takes place.

Free up agent resources. Automate repetitive tasks that can sidetrack agents — verifying account balances, answering inquiries, tracking incidents, and resetting customer passwords. Agents are more readily available to handle interactions that generate discernible revenue.

Simplify administration and development. We configure IVR applications and schedules in a single interface that eases the process for administrators.

The inherent Interaction Designer® graphical application generator in CIC IVR also lets our IT team support in-house application development and customization with hundreds of pre-built development tools and sub-routines.

Report on activities across media types. Our IVR solution comes with standard reports for lines, line groups, and fax, allowing managers to easily review system activity statistics for phone calls, faxes, web-based callback requests and wireless interactions, plus operational costs.

IVR Key features

- Offer 24x7 self-service options that attract customers and improve retention
- Construct voice forms for DTMF Touch-tone, speech recognition, or spoken/recorded responses; also store or bundle responses into e-mails for delivery

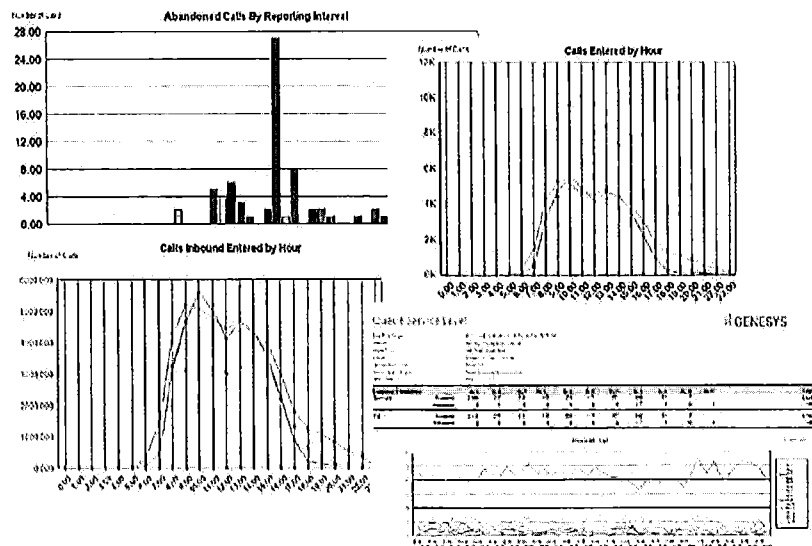


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- Support post-call satisfaction surveys, including surveys
- Place outbound calls, either at scheduled times or using the Interaction Dialer® application to deliver pre-recorded messages to any size audience
- Offer multi-lingual options including English, Spanish and other languages
- Increase contact center capacity by completing calls within the IVR without agent interaction
- Improve call capacity without adding staff in your contact center or service groups
- Increase call completion rates with intuitive speech recognition
- Structure outbound IVR applications for automated appointment reminders, emergency notifications, wakeup calls, fundraising, telesales messages, supplemental marketing, etc.
- Provide internal services for employees, such as benefits enrollment, time and attendance reports, shift scheduling, work order assignments and more

Real-Time Reporting

Telecontacto's leading-edge technology platform provides comprehensive historical reporting and nearly 100 pre-built reports that keep you informed of the program activity at all times, real-time. All reporting information is stored in an open relational database format that can be easily accessed, even when customizing an available report to include that extra information someone always wants to see.



Telecontacto offers services across many different types of industries and markets, therefore, performance metrics across our call centers are as varied as our clients. We are able to work with



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performance metrics fully customized to our client's specific requirements and also industry standards. Every aspect of performance is subject to each individual client.

Quality Assurance

Telecontacto knows that first impressions and a positive sale or service experience are key factors for customer loyalty. That is why we operate under an integrated approach in which quality assurance plays a golden role. Our trainers and Quality Assurance (QA) Managers have established specific procedures to ensure that all of our Customer Service or Sales Representatives (CSR) provide a consistent and effective contact handling.

Our QA department monitors all our CSR and digitally record calls for quality assurance purposes and ongoing training.

Methodologies

Monitoring - Our technology allows us to listen to live calls or search for specific dates. Similarly, the remote monitoring tool allows our client to remotely listen live calls.

Coaching - Also, when needed, our QCD staff interacts with our service representatives offering them live feedback while they are on a call, without interference with the caller. The "whisper" tool is very useful mostly at the roll-out of programs because it lets our staff reinforce immediate knowledge and effective communication techniques to reach desired satisfaction levels and handling times quicker. Same process applies when new rules or procedures are implemented.

Pop-up Messages - QCD staff can send text alerts for individuals or team members on relevant current topics that stay for a predetermined time in agent screens, thus rapidly distributing important information without disrupting calls.

Remote Control - QCD can remotely access the agent screens to corroborate that our scripts and applications are being used properly and ensure that the call has been correctly classified, etc.

Side by side - The representative of QCD agent is by side the service representative providing instant feedback on how to correctly use the system, and supports him in the information that must be provided to the customer that is calling. Knowing that the agent is backed up by the service representative increases the agent's confidence because he knows he's not alone.



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Peer Monitoring – Service representatives have the opportunity to hear and evaluate calls from their peers in order to create an exchange where they highlight and share the strengths of each one and identify areas of constructive opportunity

Calibrations – With the agreed periodicity, we carryout calibration sessions where the client, the supervisor, and the quality representative randomly hear calls in order to identify any opportunities. These sessions strengthen the skills of supervisors and managers to correct everyday situations in campaigns.

Evaluations – evaluations are conducted on a weekly basis to ensure that representatives meet the quality standards required. This is our standard but we also include systems / metrics aligned to customers criteria.

An evaluation sheet that measures the vital criteria of the call, the orientation process and the quality of service provided is used: opening of the call, call management, information management and closing of the call are some of the aspect evaluated. A score of 90% to 100% is considered excellent (exceeding the target) 85% to 89% is considered satisfactory (meets the objective), 70% to 84% is considered low average and 69% or less is considered unsatisfactory.

The contact recording is shared with a service representative in order to perform a self-assessment prior to the discussion with the QCD. Identification and discussion of the rising points in the evaluation take place, and recommendations are given to improve them. The evaluation sheet is signed by the supervisor, the representative of the QCD and the service representative, and is filed in his personal record for future reference. In addition, if the representative gets a score of 84% or less, a rigorous retraining process is established with a 48-hour intensive monitoring. If after the period established the representative does not improve scores, the supervisor continues with the corresponding disciplinary process.

Current and overall projects relevant to this RFP:

Case Study #1:

The Client:

AAA (Autoridad de Acueductos y Alcantarillados de Puerto Rico), is Puerto Rico's water distribution company. As an essential services government, agency they provide services to millions of customers across the island.



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The Challenge:

AAA was looking for a partner that would assist in increasing efficiency in the day-to-day transactions of their customers, help in the development of new and improved Customer Relations Best Practices and implement their new BO division.

The Solution:

Telecontacto. After having their in-house call center AAA partnered with other vendors in the island without reaching their intended goals. Telecontacto offered a solid plan to achieve a smooth implementation of their BO division while helping them improve response time, manage transaction volume and improve overall customer experience. Our Back Office handles 3000+ monthly transactions. These transactions are very complex in nature and require good analytical skills, as our decisions on each case help the client align and manage its Enterprise Resource Plans (ERP) and Supplies Chain.

Please refer to **Exhibit B** for more information

Case Study #2

The Client:

Humana is an American health insurance company based in Louisville, Kentucky. In 2021, the company ranked 41 on the Fortune 500 list. It has been the third largest health insurance in the nation.

The Challenge:

After many years of having an in-house customer service contact center, Humana Puerto Rico outsourced to a global provider, assigned from its headquarters in Kentucky. However, after just a couple of years into the new vendor, Humana Puerto Rico was facing many challenges: from lacking a clear and complete view of its contact center customer service operations, to the more complex issue of not complying with Centers for Medicare & Medical Solutions (CMS) required service levels.

The Solution:

Telecontacto. Humana Puerto Rico was granted permission from headquarters to look for new contact center vendors. After a rigorous RFP process, Humana chose Telecontacto as its best option. Telecontacto immediately provided Humana with a 360% view of its contact center operation, all in real-time, with transparent reporting and remote monitoring capabilities 24/7, among many other benefits. However, even more important, in a very short time period, Humana started complying with all its required service level in their three main lines of business: Medicare, Providers and Commercial. All at a lower cost!!!



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CONTACT CENTER

Please refer to **Exhibit B** for more information

Case Study #3

The Client:

CVR Associates (CVR) is a company focused on assisting clients realize organizational efficiencies by providing technical assistance, strategic planning, technology solutions, and program management for affordable housing programs. With multiple clients across the United States and Puerto Rico, CVR is headquartered in Tampa, Florida.

The Challenge:

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CVR entered into a contractual relationship with the Puerto Rico Public Housing Administration to assist in the distribution of federal rental assistance funds throughout Puerto Rico. CVR had selected Telecontacto to provide the Customer Service Contact Center portion of the services, mainly for customer orientations of the benefits and to assist interested persons in the application process. Another US based partner of CVR was to be in charge of the Back Office aspect of this project, which includes the eligibility approving process. With just 10 days to launch date, CVR's US partner informed it was not going to be able to perform its duties. Not surprisingly, CVR entered into panic mode.

The Solution:

Telecontacto. Our entire management team rolled up their sleeves and responded strongly to support our Client. Working 12+ hours a day, including weekends, our management team gathered and interviewed over 400 pre-qualified job applications to fill just over 100 BO positions for the eligibility department, supervisors and managers. At the same time, our facilities infrastructure and IT teams, rushed to prepare and have fully operational a 100 seats brick and mortar contact center. We had done something similar on the past in roughly 30 days, but to achieve all this in just 10 days, gush was this a challenge. We delivered, on time!!!

Please refer to **Exhibit B** for more information

A detail example relevant to this RFP:

CVR ASSOCIATES is a dynamic, results-oriented management-consulting firm comprised of accomplished professionals with distinguished careers in the field of affordable housing. The CVR team offers real life experience and extensive knowledge of both the public and private sector. CVR's focus is to assist clients



Proposer's Initials: JAC

in realizing organizational efficiencies by providing technical assistance and program management to Public Housing and Housing Choice Voucher Programs.

Telecontacto provides a call center and case management services that include the following:

1. Call Center – Seven days per week, with agents available from 8:00 am to 8:00 pm, Monday through Friday
2. Case Management (Eligibility Determination) which are responsible of making:
 - a. Primary Review
 - b. Secondary Review
 - c. Landlord/Tenant Matching
3. Technology Solution
 - a. Backoffice Solution – Call Center Phone System to include detailed IVR

Within the first three weeks, we recruited over 100 members to answer calls and assist in the determination of eligibility of applicants for the Puerto Rico Emergency Rental Assistance Program. At the beginning, most of the personnel worked from home since Puerto Rico continued with the COVID-19 Emergency situation and we needed to comply with the COVID Protocols and Government Executive Order.

Telecontacto has Key Personnel Representation in the following regional offices:

- | | |
|--------------|-------------|
| 1. Aguadilla | 6. Humacao |
| 2. Arecibo | 7. Mayagüez |
| 3. Bayamón | 8. Ponce |
| 4. Caguas | 9. San Juan |
| 5. Carolina | |

Telecontacto also has a dedicated key personnel performing the contractual services between both parties. Which are:

- Answer incoming calls,
- Respond to information requests,
- Provide assistance with filling applications
- Update system notes as needed
- Create tickets for items that cannot be resolved
- Answer emails within one business day if requested, and time permits



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- Assist with outgoing calls to follow up documents request, etc.
- If staff has idle time, assist with tasks as needed
- Adjust staffing for maximum coverage
- Provide call center reports daily, weekly and in real time

The services for CVR Associates began on July 2021, with quality and excellent performances among the roles and responsibilities assigned. Call Center representatives, Case Manager and Supervisors have their own working station with their proper computers and tools needed for them to execute their responsibilities.

Summarized Call Center transactions

Months	Received Calls
July to December 2021	206,394
January to July 2022	302,178
Total Calls Received	508,572

Process Description	Information
Families helped	58,674
Debts paid in full	\$165,313,670.99
For rent	\$123,353,658.50
For electricity services	\$28,847,132.69
For water services	\$13,112,879.80

Identification

Vendor Overview	
Company Name	Telecontacto-Telecontact Inc.
Name of Parent Company	N/A
Industry - (North American Industry Classification System [NAICS])	561422
Type of Legal Entity	Domestic Corporation, PR
Company Ownership -(e.g., Private/Public, Joint Venture)	Private
Number of Full-Time Employees	Aprox 700+
Last Fiscal Year Company Net Income	2.6 Millions
Percentage of Revenue from State and Local Government Clients in the United States and its territories	Aprox 29%
Number of Years in Business	27 years (since 1995), incorporated in 1997
Number of Years Vendor has been Providing the Type of Services	27 years



Proposer's Initials: DK

Vendor Overview	
Number of Employees Providing the Type of Services	Aprox 500+
Locations in the United State	Site 1- TC1 275 Ave Jesus T Pinero Site 2- TC2 Corporate Center Ave Roosevelt, Suite 6-B Site 3- TC3 Galería Pacifico Carr 199 Suite 213 (Headquarters) Site 4 - TC4 Las Vistas Shopping Village

Form of Business

Name	Telecontacto-Telecontact Inc.
Address	275 Urb Hyde Park Ave Jesus T Pinero , San Juan Puerto Rico 00927
Primary Contact	Ileana Agosto - General Manager
Email address	iagosto@telecontacto.com
Phone Number	787-281-8989
Website	www.telecontacto.com
Years in Business	27 years (incorporated in 1997)
Site Location(s)	1. Cupey Contact Center (Headquarters) 2. Piflero Contact Center 3. Roosevelt Contact Center 4. Las Vistas SV Contact Center
Number of Employees	700 + employees
Average Tenure of Employees in BPO or Call Center (not managers)	Our historical tenure for agents is 2 years.

Officers and Directors

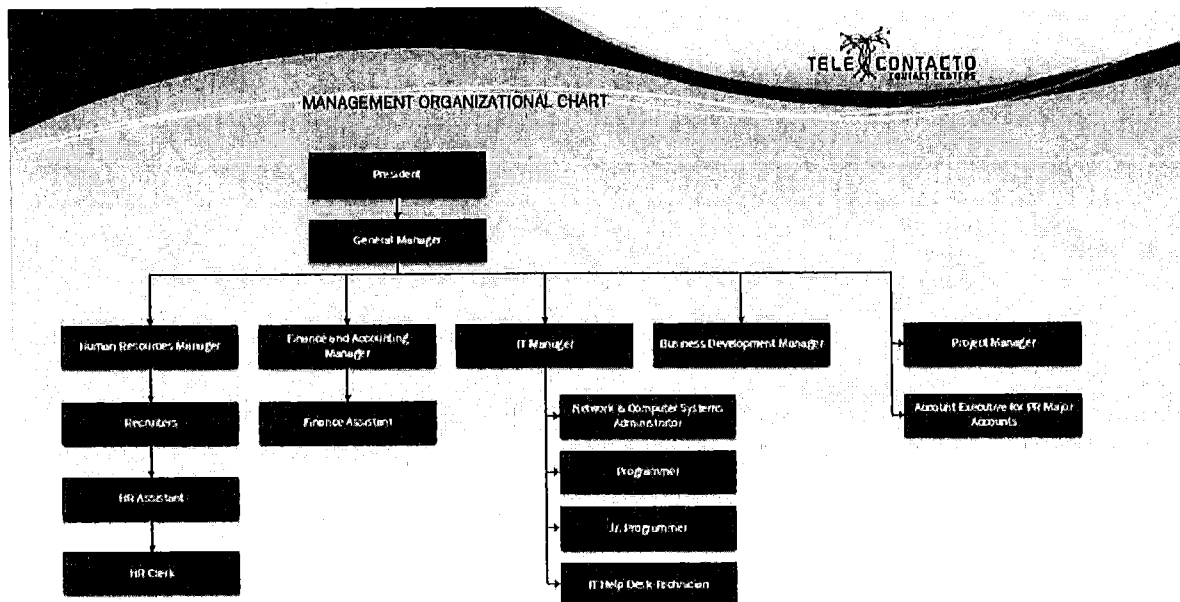
Name	Telephone	Email
Miguel Merced Mader Esq	(787) 281-8989	miguel@telecontacto.com
Florencio Merced	(787) 281-8989	fmr@telecontacto.com
Amy Mader	(787) 281-8989	amy@telecontacto.com
Ileana Agosto	(787) 281-8989	iagosto@telecontacto.com



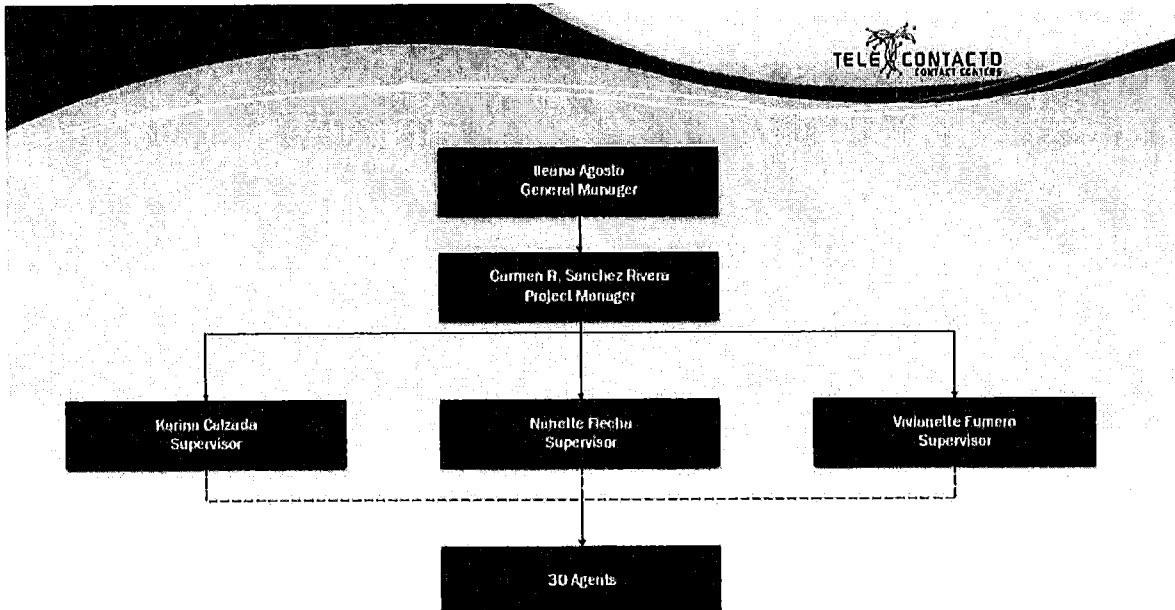
Proposer's Initials: IAC

Main Organizational Chart

Management organizational chart information that will also be involved in some way to this RFP



Key Personnel Organizational Chart for this RFP



7.5 Key Personnel

Key Personnel	Position	Level of Commitment	Commitment to other project	Identify the project
Miguel Merced Mader, Esq.	President	10%	90%	All projects and campaign
Ileana Agosto	General Manager	20%	80%	All projects and Campaign
Carmen R. Sanchez	Project Manager	100%		
Karina Calzada	Supervisor	100%		
Nanette Flecha	Supervisor	100%		
Vivianette Fumero	Supervisor	100%		

Miguel Merced Mader Esq., President

In 1995, he cofounded Telecontacto and in 2005 cofounded Platika, LLC, in Bogotá Colombia, both Contact Centers. He has actively participated in Industry events and exhibitions throughout the United States of America and Europe; Los Angeles, New York, Chicago and Miami. Also, in Spain, Mexico, Colombia and Venezuela, among others. He has over 30 years of experience in the fields of communications, advertising and direct marketing. Recognized as one of 40 young entrepreneurs in 2007 by the Caribbean Business, the main newspaper for the business community in the region.

Ileana Agosto, General Manager

With more than 25 years of experience in the contact center industry, has led the daily operations of Telecontacto for over 19 years with great success and constant input and recommendations to strategic plans and reviews; prepares and completes action plans; implements improvements plan to increase productivity, quality and customer-service standards; resolves problems; completes audits; identifies trends and opportunities.



Resumes of Key Personnel

Carmen R. Sanchez-Rivera

Role: Project Manager

RELEVANT SKILLS

Relevant Experience

Highly accomplished Business Analyst / Project Manager with a verifiable track record of managing IT and Healthcare projects. Practiced in clarifying business requirements, performing analysis between goals and existing procedures, and designing processes and system improvements to increase productivity and reduce time. Strong interpersonal skills, highly adept at diplomatically facilitating discussions and negotiations. Recognize project management skills. Computer literate: PeopleSoft (human resources management database), Microsoft Office (Word, Excel and PowerPoint), Visio, Access, Project, Apex II, Appraisals programs, Mailview, Outlook, Printshop, HR Complete program, BOSANOVA, PrintArtist and Orgplus (Organizational Chart Software), Lotus Notes, Microsoft Project, Travis, iVantage.

- Process Analysis
- Management of Cross of Functional Teams
- Project Methodologies
- Project Management and Tracking
- Obamacare Health Reform
- Medicare Eligibility
- Communication Programs
- Policies and Procedures
- Web Content Management

TRAINING AND SEMINARS

- Project Management Overview Course
- Project Management Course – Pre-course for PMP Certification
- Hewitt Six Sigma Green Belt
- Total Management

HEALTH & WELFARE PROJECTS MANAGEMENT & OTHER PROJECTS INVOLVEMENT

- Walgreens, Co. (Healthcare)
- Cintas (Health care benefits)
 - Becton Dickinson (Health and Welfare)
 - Small Companies – iVantage 3.6 Migration
 - Novartis – MCS New Carrier Change
- Merck – Cigna and Delta Dental Eligibility Files
- Teradata – Website and iVantage Migration
- GSK – Website and Payroll Deduction File



Proposer's Initials: DAE

- COBRA – Second Phase Temporary Extension
- NCR – New Indicative Data File
- Teradata New Indicative Data File
 - Hewlett Packard – LOA Interim Process and Documentation
- GSK – Triple S Eligibility File
 - Lilly Caribbean – Health Outsourcing Implementation
- Hewlett Packard – Website
 - IPR Pharmaceuticals, Inc. Full Outsourcing
- BASF – Full Outsourcing
 - Amgen Manufacturing, Ltd – STD / LTD changes
 - Annual Enrollment Project Coordinator
- Pall Life Sciences
- Actavis - AbbVie
- Aon Hewitt Exchange
- GSK – Workday Migration
 - Aon Hewitt – Workday & Payroll Migration
 - Legacy Forest and Actavis Harmonization
- Walgreens ESG Group
 - Creation of the Requisition Tracking Tool
- Automatic Payment Slip
 - Financial Reports Project Re-Engineering
- “Digesto” Web documentation
- ASA – Performance Assistance
 - Training Survey – Dashboard Design
- Obamacare Healthcare Reform changes in systems and eligibility

EDUCATION

2001 - 2003 UNIVERSITY OF PHOENIX – Guaynabo, PR

Master degree in Business Administration

Major in Human Resources

2000 - 2001 SUMA, Inc. – Hato Rey, PR

Personnel Administration Certification

1985 - 1991 INTERAMERICANA UNIVERSITY – Río Piedras, PR

BS – Computer Science

RELEVANT EXPERIENCE

Professional Summary

Project Manager Telecontacto: 2019 to present

- Determine and define project scope and objectives
- Predict resources needed to reach objectives and manage resources in an effective and efficient manner



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- Develop and manage a detailed project schedule and work plan
- Provide project updates on a consistent basis to various stakeholders about strategy, adjustments, and progress
- Manage contracts with vendors and suppliers by assigning tasks and communicating expected deliverables
- Utilize company's best practices, techniques, and standards throughout entire project execution
- Monitor progress and make adjustments as needed
- Measure project performance to identify areas for improvement
- Coordinating with cross-discipline team members to make sure that all parties are on track with project requirements, deadlines, and schedules.
- Meeting with project team members to identify and resolve issues.
- Submitting project deliverables and ensuring that they adhere to quality standards.
- Establishing effective project communication plans and ensuring their execution.
- Coordinating the development of user manuals, training materials, and other documents as needed to enable successful implementation and turnover of the process or system to the clients.
- Identifying and developing new opportunities with clients.
- Obtaining customer acceptance of project deliverables.
- Managing customer satisfaction within the project transition period.
- Conducting post-project evaluation and identifying successful and unsuccessful project elements.

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Karina C. Calzada Berríos

Role: Supervisor

RELEVANT SKILLS

Relevant Experience

Obtain a position that allows me to continue developing and expanding my professional experience while contributing significantly to the development and growth of the company.

TRAINING AND SEMINARS

- 2019 CPE Certificate Payroll & Employee Information In ADP
- 2019 CPE Essential Time & Attendance for ADP Project Management Overview Course

EDUCATION

2009 UNIVERSITY OF PUERTO RICO – San Juan, PR
Bachelor degree in Business Administration
Communication Arts
Concentration in Public Relations and Advertising

RELEVANT EXPERIENCE

Professional Summary

PR Account Executive Telecontacto: 2012 to present

- Coordinate and organize strategies for the development of various telemarketing campaigns focused on customer service, documentation processing, sales, surveys, market research, among others.
- Maintain effective and direct communication with senior management and our clients in order to meet the stipulated goals.
- Monitoring and daily reports of assistance, productivity, quality, among others.
- Development of sizing and schedules according to the operational need.
- Staff supervision.
- Evaluation and interview of prospects and employees.
- Development of work plans.
- Review of payroll and requested licenses.

SKILLS

- Bilingual
- Knowledge in Word, Excel, Powerpoint, Outlook, Photoshop.
- Genesys, Incontact.
- Excellent interpersonal and written communication skills.
- Motivated, organized and focused on obtaining results efficiently.
- Able to work under pressure.



Nanette Flecha Martínez

Role: Supervisor

RELEVANT SKILLS

Relevant Experience

Work in an agency that can use my fifteen years of experience in the area of credit, personal loans, consumption, credit cards and customer services. Among my most outstanding skills are verbal and written communication, organization, working with multiple tasks at the same time, ability to work under pressure and adapt easily to changes. Domain in the use of computers with the programs Word, Excel and Power Point.

EDUCATION

1993 – 1995 *Paralegal Technician*

San Juan City College, San Juan, Puerto Rico

1991 – 1993 *Business Administration with Computer concentration*

Central University of Bayamon, Bayamon, Puerto Rico

RELEVANT EXPERIENCE

Professional Summary

Account Executive for Customer Service – Telecontacto: 2012 to present

Account Executive for Customer Service: Staff supervision (45 to 110 employees). Analysis and monitoring of reports, preparation of work plans for the supervision team, strategic project plans, call projection to ensure quality of service and customer satisfaction are carried out. Establish and maintain strong relationships with clients of assigned accounts through effective and constant communication; face to face, telephone, and electronic meetings.

Customer Service Supervisor & Sales Supervisor – Telecontact: 2012 to 2018

Customer Services: Staff supervision (10 employees), analyze reports, call monitoring to ensure service quality and customer satisfaction.

Sales Supervisor: Supervision of personnel (8 employees), analyze reports, create strategies to increase sales, work plans, monitoring to ensure service quality and legal compliance of telephone sales



Vivianette Fumero

Role: Supervisor

RELEVANT EXPERIENCE

Professional Summary

A personable and trustworthy account executive with over 7 years performing in a fast paced in a Contact Center Industry. Adept at business development and seeking new opportunities from a wide range of clients. A concrete ability to manage all aspects of a company from start to finish with minimum supervision. Adept at assessing client drive and implementing programs that best foster that drive. Experience in developing and overseeing campaigns that successfully meet client needs and goals.

RELEVANT EXPERIENCE

2011 to present Telecontacto Contact Center, San Juan

Account Executive

2019 to present

- Responsible for managing the operational and administrative part of the campaign.
- Management of administrative staff and customer service representatives.
- Daily meetings with the client to report the operations results, day to day management and actions taken.
- Management of payroll processes and attendance incentives.
- Analysis of metrics and dimensioning.
- Hiring, training, and preparing call center representatives to respond to customer questions and complaints and troubleshoot problems with services or health benefits.
- Ensuring agents understand and comply with all call center objectives, performance standards, and policies.
- Answering agent questions regarding best practices or client's claim calls.
- Identifying operational matters and suggesting possible process improvements.
- Monitoring and evaluating agent performance, providing learning or coaching opportunities, and taking corrective action, if necessary.
- Preparing reports and analyzing data to assist management as they determine call center goals.
- Working with other supervisors and management team members to support agents and maximize customer satisfaction.

EDUCATION

BBA University of Puerto Rico, Hotel & Restaurant Management 2011 to 2015

Internship: Verdanza and Embassy Suite Hotels

Minored in Mathematics



Proposer's Initials:

IAC

PROFESSIONAL TRAINING

- Leadership and communication
- Effective supervisory techniques
- Customer service and emotional intelligence

SKILLS

- Proficient with Microsoft Word, Excel and PowerPoint
- Thorough understanding of social media and social media analytics
- Email (mail merge, filters, folders, rules)
- Presentations/Slideshows to diverse teams (Powerpoint)
- Communication and collaboration tools (Slack, Skype, etc.)

INTERPERSONAL SKILLS

- | | |
|----------------------|---------------------------------|
| • Creativity. | • Active Listening. |
| • Critical Thinking. | • Adaptability. |
| • Problem Solving. | • Negotiation. |
| • Public Speaking. | • Conflict Resolution. |
| • Customer Service | • Empathy. |
| • Teamwork | • Decision Making. |
| • Communication. | • Leadership |
| • Collaboration. | • Organization & Administration |
| • Accounting. | Management |

LANGUAGES PROFICIENCY

Strong domain of Spanish and English languages



IAC

7.6 Exhibit A-2 Qualifications - Proposed Plan of Action/Work Approach

A. Telecontacto approach to the administration and management of the engagement

Telecontacto Operations Team, leaded by Ileana Agosto our General Manager and our Project Manager Carmen Sanchez, will coordinate the first meetings to set-up an implementation timetable. Telecontacto will be coordinating recurrent meetings with the PRDOH Key personnel to go through the tasks assigned, dates and priorities to make sure that all parties agree. A status report will be sent that summarizes the project's overall progress against the projected schedule plan. This is to keep everyone informed of progress, to mitigate issues before they arise, and to ensure that the project will land within the designated time frame.

We propose to include additional communication channels for the benefit of PRDOH clients:

- **E-mail ACD** - Receipt and management of contacts via email from the PRDOH website.
- **ACD Chat** - Button on the PRDOH website so that your customers can start a Chat session with our service representatives.

Operations

General Parameters:

- Telecontacto will serve as PRDOH Contact Center and will answer incoming calls and emails from the community and will return needed calls for follow-up.
- Telecontacto agents will be fluent in Spanish and English.
- Telecontacto working hours are Monday to Friday from 9:00am to 8:00pm; on Saturday and Sunday from 9:00am to 4:00pm, except for the holidays approved and share by PRDOH.
- Telecontacto will provide access to a toll free telephone number to PRDOH and will release and transfer it back to PRDOH if such matter is necessary.
- Telecontacto will provide PRDOH with state-of-the-art Automatic Dialing System Control, Automatic Contact Distributor (ACD), Call Recording System and Systematic and Real-Time monitoring tools to ensure quality standards of authorized agents.
- PRDOH will provide the initial operational training to all personnel of Telecontacto performing services. Telecontacto will be in charge of all customer service best and phone etiquette training. After that, Telecontacto trainer will be in charge of future needed trainings to new personnel. PRDOH and Telecontacto will develop any agent script.
- Telecontacto will provide PRDOH with access to a web based panel of metrics with real-time reports on the contacts received, attended, abandoned, average contact duration and average waiting time, among others, 24 hours and 365 days of the year.



- Telecontacto will provide a disaster recovery plan acceptable to PRDOH and all appropriate regulatory organizations.

B. Telecontacto's understanding, capabilities and overall capacity of the call center development, implementation and maintenance and overall management for all inbound and outbound call campaigns.

Telecontacto will establish, through specialized human resources and technological and physical infrastructure, a Contact Center to serve and manage all the traffic of those contacts (calls, e-mails, chats, etc.) that the Center receives today at PRDOH Customer Service telephone number.

Our company will make use of the most modern telecommunications and data technologies to offer an optimal service to PRDOH and its clients, and that the latter will also benefit from substantial savings for their proper use.

Implementation and Maintenance Procedure

Telecontacto, as with all our policies and procedures, employs a hybrid Implementation process where we marry industry standards and client requirement based design. Our model has a base of 9 modules. It starts from a basic outline of the information provided or received by the client pertaining to their company and services. Here we establish the Project organization structure and outline all assumptions and constraints given. After this initial phase we move to set a clear management overview in order to move to the next step with all points of contact and key players established.

Once our Project Management has been mapped out and planned we move to identify the tasks, from major to minor, according to their weight in relation to the project and any and all established deadlines. This part of the implementation process is vital to move to the scheduling of all implementation tasks and activities.

After these initial steps are taken we move into identifying the metrics required to measure performance in the project. All performance metrics are monitored and measured both by inbound, outbound calls and agents.



Proposer's Initials: ITC

Proposed Implementation Schedule

CDBG DR - MIT

Telecontacto - Telecontacto Inc.
Carmen R. Sanchez Rivera, Project Manager

Carmen R. Sanchez Rivera, Project Manager			Project Start		Thw, 9/1/2022																																						
			Display Week		1																																						
							Aug 29, 2022					Sep 5, 2022					Sep 12, 2022					Sep 19, 2022					Sep 26, 2022																
							29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2		
TASK			ASSIGNED TO		START		END																																				
Kick off Meeting			Telecontacto - PRDOH		9/6/22		9/6/22																																				
Program Scripts			PRDOH - Telecontacto		9/7/22		9/8/22																																				
Inside Implementation Meeting			Telecontacto		9/7/22		9/7/22																																				
Meeting with PRDOH technical department			Telecontacto - PRDOH		9/8/22		9/8/22																																				
Recruitment process			Telecontacto		9/8/22		9/12/22																																				
Progress meeting with PRDOH personnel			Telecontacto - PRDOH		9/12/22		9/14/22																																				
Personnel Training			Telecontacto		9/15/22		9/20/22																																				
Go Live Date??			Telecontacto		9/11/22		9/21/22																																				

September 6, 2022 - Kick-off meeting with PRDOH contact personnel

- The purpose of this meeting is to collect information from PRDOH Personnel

September 7 to 9, 2022 - Program Scripts

- Training- dates, materials, equipment, training location, schedule, amongst others
- Define requirements for the personnel required for call management and supervision
- Identify contact personnel in the PRDOH as well as in the Call Center
- Required reports revisions
- Define IVR parameters - Script

September 7, 2022 - Inside planning meeting with departments involved with implementation

- IT Requirements
 - Technology Infrastructure
 - Telephony
 - Data
 - Voice

September 8, 2022 - Meeting with PRDOH technical department before the beginning of development and project implementation

- Review connectivity with PRDOH IT Personnel
- Identify the testing dates for connectivity process

September 8 to 12, 2022 - Recruitment process- 5 days

September 12 to 14, 2022 - Progress meeting with PRDOH personnel

September 15 to 20, 2022 - Personnel Training

September 21, 2022 - Launch



Telecontacto Project Manager

Carmen R. Sanchez Rivera, Project Manager

Highly accomplished Project Manager with a verifiable record of accomplishments in managing IT and Healthcare projects. Experience in meeting business requirements, performing analysis between goals and existing procedures, and designing processes and system improvements to increase productivity and response time.

- Determine and define project scope and objectives
- Predict resources needed to reach objectives and manage resources in an effective and efficient manner
- Develop and manage a detailed project schedule and work plan
- Provide project updates on a consistent basis to various stakeholders about strategy, adjustments, and progress

C. Telecontacto technology and operational set up plan to guarantee optimum connectivity and communication while complying with the client's operational requirements and service level agreement (SLAs).

Telecontacto will provide the lines of communication to establish connectivity with the PRDOH Information Systems Office or the contractor that PRDOH uses to provide the "hosting" for the application or the mechanized (i.e. CRM) system that will be used.

Telecontacto will provide two communication links with different telecommunication providers and through different physical routes, both for data and voice connections, with PRDOH. The objective is that there is always a primary communication route and a backup secondary one, in case there are breakdowns or failures with the primary one. In the case of the voice back-up route, we will also provide a second phone number for PRDOH in the event of a primary phone number outage. In the event that the primary physical route fails, we will coordinate with the "carrier" so that during the failure it overflows traffic to the secondary line. For failures of the primary connection, the equipment will be programmed so that the secondary starts working automatically and without the need for reconfigurations that delay or affect daily work.

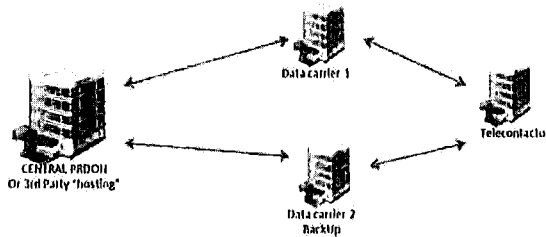
On the other hand, any of the two call management and IVR platforms that we use are designed on redundant servers, located in "data rooms" or "data centers" in different physical locations (or in the cloud). These platforms go into an automatic "fail/over" in case one of them fails, without interrupting communications. The service representatives do not even know that there was a platform crash.

The following diagrams illustrate the backup capacity on this particular.

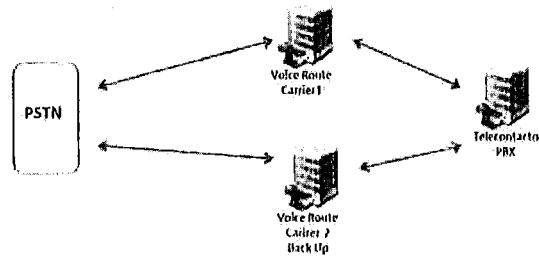


Proposer's Initials: IAC

Data Connections



Voice Connections



Telecontacto has duly trained and certified on-site information system technicians to deal with any type of technical situation that requires immediate attention. In addition, Telecontacto has 24/7 technical support service contracts through certified engineers directly from the distributor for Latin America and the Caribbean, as well as direct access to the manufacturer's technical support center. This ensures the highest level of technical support available.

Telecontacto IT Team will assess the project location, equipment (as per client specification) and Technology to be used. Telecontacto will use one of our two platforms for Outbound and Inbound Campaigns (Genesys and Nice InContact) which both have double redundancy on premises and cloud base.

Telecontacto IT Team will be in charge of Internet connectivity selection, bandwidth, IPSEC and Firewall configurations. Telecontacto has redundancy over redundancy with more than 6 Carrier Providers in order to comply with campaigns SLA's

Telecontacto ensures that we will comply with agreed service level parameters. If program adjustments are needed to meet SLA's, our management team will establish corresponding written action plans. If changes in project scope are needed, prior client discussion will be performed and necessary approvals will be duly obtained.

Telecontacto will submit to PRDOH daily, monthly and quarterly visual analytics, correlation analysis, and other types of statistical analysis as identified and as needed by PRDOH.

- Telecontacto is capable of generating customized report as required by PRDOH, whether on a regular or one-time basis.
- Telecontacto will provide PRDOH with access to communications and performance data at PRDOH's discretion, in an open, standard format, such that PRDOH can perform its own data analytics.
- Telecontacto will maintain and comply with 5% or less abandoned calls throughout continued monitoring of resources throughout our real time reporting tools.



IAC

- Telecontacto will handle inbound and outbound calls; and they will not exceed five (5) minutes waiting time.
- Telecontacto will communicate programs information including responses to inquiries and questions about the programs, and other support as appropriate, including but not limited to participant claims, cases status, etc.
- The Call Center will be able to "warm transfer" participants we needed.
- Telecontacto will track and log interactions information for each participant, including dispositioning of the call historical contact data, participating claims and any other needed issues.

D. Telecontacto approach in having in place all technology infrastructure resilience, necessary for a 24/7 operation, along with redundancy provided for voice and data.

Redundancy

Telecontacto has two data centers with mirrored images of both operations. We have switchover capabilities in addition to image backup of all the data stored in two different locations. We use advanced Disaster Recovery Software for all production servers and provides a full image backup of every server drive. Our application software ensures the availability of the virtualized applications with recovery time and point objectives. It provides backup and advanced image-based replication.

The backup application has a built in schedule that is setup to backup Telecontacto's servers daily, saves the images on the primary backup server, and sends another copy to a secondary backup server located at Telecontacto's alternate branch server room. This allows Telecontacto a high level of opportunity to recover in case of a disaster or server failure.

Telecontacto has a host-to-host replication for DR, it creates uncompressed ready-to-use replicas from backup files and avoids any impact on production environment and replicate as often as the SLAs require.

We have two generators on every Telecontacto location and before the generator enters into operation, our UPS keeps all servers, workstations, network and telco working 100%."

We have 4 internet service providers as a redundant Internet option and they are connected to a network monitor that automatically switches to the next available ISP in case of failure. One of the internet service provider options on the list of failover options is over a dedicated licensed antenna.

We have three mayor Telecom Providers that deliver voice calls through SIP Trunking and PRI dedicated Circuits. We are able to use more than one Telecom provider at the same time.

Telecontacto ensures information system uptime, data integrity, and business continuity.



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When a potentially impacting event occurs, an assessment is made to decide whether the DRP (Disaster Recovery Plan) will be triggered and what specific elements of the DRP should be used.

Examples of triggering issues that could lead to activation of the DRP:

1. Total loss of all communications
2. Total loss of power
3. Flooding of the premises
4. Loss of the building

Activation of Emergency Response Team (ERT).

The ERT will triage an incident to decide whether to invoke the DRP. Responsibilities of the ERT are to:

1. Respond immediately to a potential disaster and call emergency services;
2. Assess the extent of the disaster and its impact on the business, data center, etc.;
3. Decide which elements of the DRP should be activated;
4. Establish and manage a disaster recovery team to maintain vital services and return to normal operations as soon as possible;
5. Provide a report on the incident;
6. Notify state and health plan contacts, employees, service providers, subcontractors, and allocate responsibilities, communication, and activities as required.

Our IT staff works seven days a week on regular business hours. A 24/7 rotating schedule of at least 2 IT Specialist is always in place.

E. Telecontacto emergency and backup plan for phone, internet, hardware system failures and power outage.

Telecontacto's four (4) locations are equipped with two (2) Power Diesel Generators. We also have Refueling companies under contact and a 600-gallon diesel reservoir in order to refuel ourselves. Telecontacto have multiple Carriers for voice and Internet Services to ensure Business Continuity.

Please also refer to the above items.

G. Telecontacto plan for comprehensive training and testing on PRDOH's service protocols and standards.

Telecontacto training curriculums is client driven. Our highly skilled training team will work with PRDOH to ensure complete integration with your existing curriculum or to develop a curriculum that is capable of producing the most goal oriented and knowledgeable team of agents possible. Telecontacto's training time tables vary from client to client and currently can go anywhere from 2



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days to 45 days depending on the client's needs and specifications. We work hard to provide a completely customizable experience for each and every service offered by PRDOH.

The following is an example of a one week curriculum breakdown and training agenda:

Training Agenda – Customer Service Program
Subject to revisions.

Day 1

- I. Greetings and welcome
- II. Introduction Dynamic
- III. Introduction
 - a. Telecontacto
 - b. Objectives, Goals and Campaign Expectations

Day 2

- I. Previous day review
- II. Client Specific Historical Background
- III. Client Specific By Laws
- IV. Client Specific Regulation Codes
- V. Client Specific Requirements
- VI. Client specific Parameters

Day 3

- I. Previous day Review
- II. Concept test
- III. Test evaluation
 - a. Test Group Discussion
- IV. Script and Call Classification

Day 4

- I. Client Specific Software Introduction
- II. Client Specific Software Specifications.
- III. Client Specific System Requirements

Day 5

- I. Previous day Review
- II. Client Specific Systems Test
 - a. Objective
 - b. Practical evaluation (20 mins. Per representative)
- III. Phone Etiquette
- IV. Customer Service
- V. Effective Communication
- VI. Objection Management
- VII. Address Format

Day 6

- I. Previous day Review
- II. Client Specific Systems Test
 - a. Objective
 - b. Practical evaluation (20 mins. Per representative)
- III. Chat & Email
 - a. Email templates
 - b. Chat management application with the information that needs to be included

Day 7 +

- I. Nesting period
 - a. Taking calls
 - b. Practice based on the training given
 - c. Shadowing with peers to know how to manage calls, chat and emails.

Through our customization of services, we strive to maintain a base line for all our classes based both on industry standards and our own Company Values and Customer Service Culture. We use 7 key strategies on all our training classes:

- 1. Make training engaging
- 2. Role-play
- 3. Buddy system
- 4. Mentoring from management
- 5. Make sure feedback is constructive
- 6. Peer discussions



7. Ask for employee feedback on training

Using those base line techniques, we focus on the following key areas for training curriculums:

- | | |
|--|--|
| 1. Teach proper call center etiquette. | 4. Provide knowledge management tools. |
| 2. Provide technical onboarding. | 5. Set clear objectives. |
| 3. Implement a shadowing program. | 6. Give feedback |

Telecontacto works with in-office classroom settings, online learning, Remote classrooms, live seminar style trainings, prerecorded online classes both for training and re-coaching and hybrid classes. We work with traditional materials such as workbooks and written exams but also with online testing and interactive online based learning across an array of platforms such as Google Classroom, Microsoft Teams and Talent LMS to name a few.

Telecontacto currently offers an array of training services designed to fit PRDOH needs. Our training service include:

- | | |
|----------------------------------|--------------------------------------|
| • Curriculum development | • Training environment development |
| • In person Training | • Training environment programing |
| • Online Training | • Interactive Training Presentations |
| • Recorded training sessions | • Testing |
| • Visiting trainer accomodations | • Evaluations |
| • Hybrid Training | • Certifications (where required) |
| • Training evaluations | |

In training testing evaluation

After each subject is discussed we proceed to testing. Results for the tests are evaluated based on the pre-determined scales. When an agent comes in below the established goal line, their knowledge gap is identified based on their scores and areas of deficient results. These are directly addressed with re coaching, interactive training tools and one on one sessions as needed. In the event that the fail rate for the class surpasses 10% of agents, we will rework the information using the interactive training tool and re test accordingly.

Nesting Period evaluations

After our agents have successfully completed the classroom setting period, our nesting period begins. Depending on the LOB this nesting period is composed of controlled live work environment where volume is controlled to allow for coaching, huddles, evaluation sessions and quality control evaluations and discussion with each agent. Re coaching is assigned and based on the results of this process.



After Training evaluations

Once the training has been completed our training team is in charge of self-evaluating the overall result of testing, grading and coaching. This information is then reported to management who then is in charge of evaluating that training and identifying any areas of opportunity. Any adjustment is then requested and implemented before the next training class.

It is important that we recognize that not everyone has the same learning style or learn at the same speed. With this in mind, after this initial training period has been completed our team will continue to monitor our agents and coach them on their specific areas of opportunity. On average our agents receive their first formal evaluation anywhere from 15 to 30 from go live days from our Quality Control team. This strategy allows us to start honing each agents skills and identifying strengths as well as areas of opportunity in the most timely manner possible.

H. Telecontacto ability to adequately staff and scale each functional area to maintain impeccable service levels.

Telecontacto employs different Forecasting tools to fit the needs of each one of our clients. Making use of advanced automated features, we are able to create and manage both, short and long term forecasts, reducing time spent by Workforce Management (WFM) administrators to configure these calculations manually.

When our clients have historical data available we will produce a forecast based on the existing information. In the event that there is no historical data, we will work hand in hand with our clients to establish reasonable projections based on similar industry trends and or similar clients we have worked with in the past. In both instances, we also take into consideration historical growth patterns of the client and make all necessary adjustments.

For example, we typically request from clients they share their media advertisement plans, past and present, to compare with historical performance and make adjustments if necessary, using forecasting tools to predict contact-center workload and staffing requirements, based on historical data or user-defined templates. WFM offers flexibility, by providing multiple methods to forecast the workload and staffing requirements for work activities, including AI-powered forecasting.

We start by creating one or more forecast scenarios. Creating multiple scenarios enables us to see the effects of changes to forecasting parameters, such as service objectives and predicted interaction volume. When we have determined the most satisfactory forecast, we publish it, making it the Master Forecast on which schedule scenarios, and eventually the Master Schedule, are based.



If we choose to, we can derive workload forecasts from historical information that is either collected automatically by WFM system or imported from .csv files. We can also create workload and staffing forecasts as reusable templates. Once we have generated a workload prediction, WFM system determines the staffing requirements needed to service the workload, taking into account any applicable service objectives.

Important

WFM automatically collects historical data from Stat Server for all work activities handled by the communication platform, encompassing all media, contact segments, and service types. Using Stat Server, rather than automatic call distribution (ACD) reports, provides you with far greater flexibility in defining and gathering statistics that provide an appropriate measure of contact center performance over time.

WFM analyzes interaction volumes and average handling time (AHT) in order to predict future trends for each work activity. This data enables WFM to build accurate forecasts for the anticipated workload, and to calculate the staffing required meeting that workload.

Using the WFM API, we can also develop a custom application that will enable Interaction Volume and AHT data from a third-party system to be imported directly into the WFM database.

Setting Service Objectives

With WFM forecasting, we can set specific service objectives. We can also adjust these objectives and then rebuild the forecast, which provides a detailed "what-if" analysis of the potential impact of staffing or service-objective changes. WFM forecasting uses parameters to determine effects of different service objective settings, such as:

- Interaction volumes
- Average handle time (AHT)
- Average speed of answer (ASA)
- Desired percentage of interactions handled within a target time (service level)
- Occupancy
- Maximum percentage of abandoned interactions

Flexible Forecasting

WFM supports an unlimited number of forecasting scenarios, enabling us to create multiple forecasts and evaluate how changes in the parameters or the forecasting method that we use, affect expected service objectives. Resource planners can then easily create reliable forecasts, fine-tuning the results in tabular and graphical data views. We can also save forecast workforce data as templates for use in subsequent forecast building.



WFM offers several different forecasting methods of varying complexity:

- Template-Based—Good for work activities with little historical information or for activities with very predictable interaction traffic.
- Expert Average Engine—Good for work activities that have a reasonable amount of historical data or those that fluctuate more dramatically because of unknown factors.
- Universal Modeling Engine—Good for work activities with more than one year of historical data and accurate forecasting event information.
- AI-powered forecasting—Good for large volumes of work activities, enabling access to more than 40 machine-learning trained models and automated, best-selection-method workflows to ensure accurate forecasts and improved productivity.
- Copy Historical Data—Good for work activities when you have some historical data, but not enough to use the Expert Average Engine or the Universal Modeling Engine. You can combine the historical data with overlap templates, which fill in gaps in the historical data.
- Use Value—Good for work activities if your site activity load is very regular. Applies a specific interaction volume or AHT to each time interval in the scenario.

Deferred-Work Forecasting

WFM is designed to consider work activities that can be deferred, such as email, as inherently different from immediate work, such as a phone call. WFM uses a proprietary algorithm designed to distribute the backlog of interactions that can be deferred across the day in order to satisfy your service goal, which is expressed in minutes, hours, or days.

Spreading out the deferred work enables you to avoid spikes in workload forecasts when a contact center opens for the day, or during brief periods of high volume.

Multi-Skill Support

As a multi-skilled contact center presents an opportunity for increased productivity.

An agent might be idle in a single-skill environment, because she cannot answer calls that are queuing for a particular activity/skill that she possesses—because the schedule prevents her from using that skill.

In a multi-skilled environment, the agent can use her additional skills to answer calls. A multi-skilled agent is qualified to work on multiple activities, and therefore can perform different types of work during a shift.

In a multi-skill environment, an agent can be available for multiple activities during any time step. The agent can be scheduled to work on an activity for only part of a time step, and only the fraction of the time period during which she works is counted.





Because of this, the value for staffing can be expressed as a fraction. For details, see Multi Forecasting Primer.

I. Telecontacto approach in assisting the impaired.

Genesys® VoiceGenie TDD/TTY recognition module works with any TDD/TTY devices that support standard 5-bit baudot encoding with FSK operating at 1800Hz and 1400Hz.

A typical call with the VoiceGenie platform is capable of operating in one of three modes:

- *TDD/TTY disabled.* This mode essentially reflects the current VoiceGenie solution; it does not detect or respond to TDD/TTY input, nor does it render any output in a TDD/TTY-compatible format. Any requests by the application to collect input using TDD/TTY will be ignored.
- *TDD/TTY input enabled with optional switching.* This mode, the VoiceGenie solution operates as it does currently upon receiving a call. However, it allows the application to utilize TDD/TTY to collect input. It also supports optional switching:

After X seconds (where X is a configurable value) of elapsed time, if no TDD/TTY tones have been detected, the call can switch to mode #1 above, where TDD/TTY input is disabled.

If a TDD/TTY tone has been detected, the call can switch to mode #3 below, where a TDD/TTY is assumed to be utilized.

- *TDD/TTY only.* This mode, speech input using traditional ASR engines will be disabled; DTMF and TDD/TTY input will continue to be enabled. It will also be possible to force all output to occur using TDD/TTY, if desired by the application.

The Genesys® VoiceGenie Media Platform contains a VoiceXML interpreter that allows incoming/outgoing calls to interact with callers using VoiceXML dialogs. The Media Platform connects to Voice over IP (VoIP) networks or, using PSTN media processing boards, to TDM telephony networks.

TTY additional option of services

- Telecontacto informs that it has a sister company that provides interpreter services for audio-impaired people. It is chaired by Mr. Daniel Merced Mader, deaf and brother of the President of Telecontacto, Lcdo. Miguel Merced Mader. It has interpreter services on site and/or through remote video service through the Internet. If PRDOH is interested in coordinating some of these services, Telecontacto is in the best position to offer them and discuss the terms and costs of the service. The Department of Vocational Rehabilitation of the Commonwealth of Puerto Rico is one of its clients.



- We are a company that is especially sensitive and committed to the needs of people with disabilities, particularly with the deaf or hearing-impaired community, in its different degrees. We play a very active role with that community.

J. Telecontacto plan to comply with real time reports and metrics.

Real-Time Reporting

Telecontacto's leading-edge technology platform provides comprehensive historical reporting and nearly 100 pre-built reports that keep you informed of the program activity at all times, real-time. All reporting information is stored in an open relational database format that can be easily accessed, even when customizing an available report to include that extra information someone always wants to see. Telecontacto offers services across many different types of industries and markets, therefore, performance metrics across our call centers are as varied as our clients. We are able to work with performance metrics fully customized to our client's specific requirements and also industry standards. Every aspect of performance is subject to each individual client.

All types of reports agreed upon will be available on a daily basis, on real time, all the time. Transparency is one of the golden values on which Telecontacto was founded.

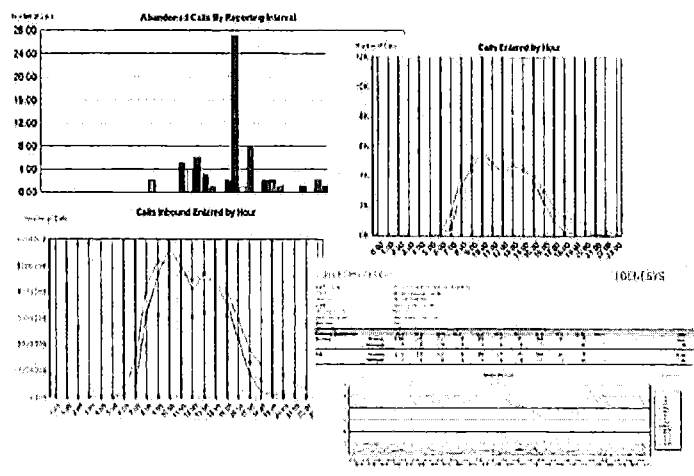
Through experience and best practices, we have learned that no two clients require exactly the same type of reports. That is why 100% of our reports are custom tailored to our client's needs designed by our internal programmers.

Imagine a report and we will build it for you. Our team of programmers have extensive experience building and creating all sort of apps and custom designed reports.

Detail Key Performance Indicators (KPIs) used in each of the functional areas of the BPO. Include definitions, how computed, reporting frequency, and processes and programs in place for corrective actions.

Telecontacto will provide daily reporting on inbound and outbound call activity including: calls delivered and calls handled, abandon rate, agent statistics, etc.

Telecontacto will have live reports accessible, which include the Call Status Reports on a daily basis:



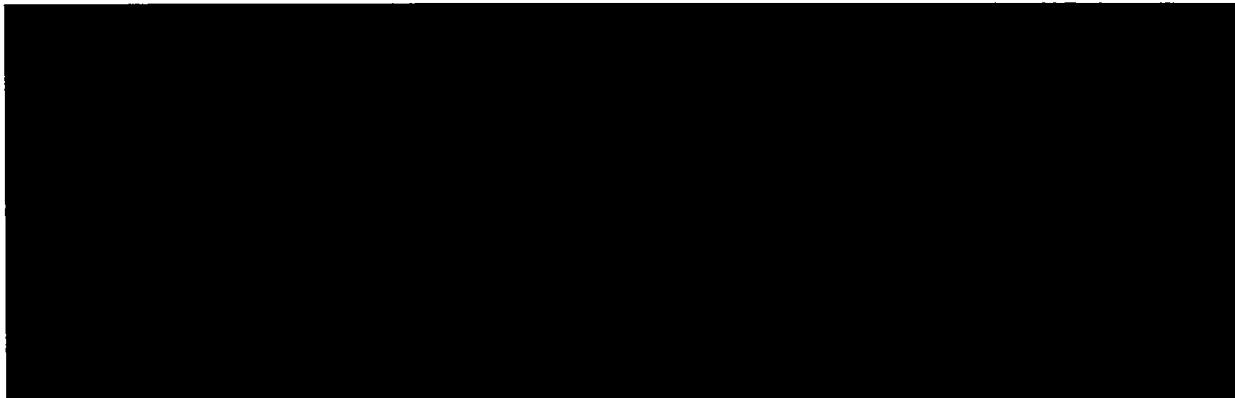
Proposer's Initials: DAC

- Call Statistics Detail and Summary Reports which include information on:
 - Statistics
 - End of Call Disposition
 - Call Counts (daily, weekly, monthly and annual)
 - Reason for call (Call Disposition)
 - Duration of All Calls in Call Disposition by category
 - Average Call Duration for Category in Call Disposition
 - Grand Totals for all above information
 - Statistics with interval filter reports can be sorted also by city, date or date and city together.
 - Sending calls with questions (elevated calls) to a specified email address allowing Client to pick up those calls requiring follow-up.

7.7. Capacity

Professional	Area	Headcount	Commitment
Operations	Project Management	1	100%
	Supervisor	3	100%
	CSR Agents*	30	100%

NOTE: CSR Agent's headcount may vary due to client operation needs. It contemplates any replacement due to case of illness, turnover, or other loss of personnel. A 10% average absence will be included to cover any situations due to absences.



7.14. Other

Telecontacto certifications and partnerships:



We are a Certified SOC II Type Contact Center. The controls at a service organization relevant to security, availability, and processing integrity of the systems the service organization uses to process users' data and the confidentiality and privacy of the information processed by these systems.

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We are Certified Minority Business.

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One of the largest trade associations in the world providing omni-channel customer engagement solutions for marketing, customer service, and compliance. Enhance the ability of their members to provide outstanding customer engagement in omni-channel contact center environments.



An executive development program that supports established companies in evaluating their business models and developing strategies for accelerating their growth.



Is a non-profit organization that has more than 450 executives from the country's main companies and industries, as well as 150 university associates. The Association has a solid record and for 69 years has been promoting the environment and providing the appropriate tools for the professional development of sales and marketing executives in Puerto Rico.



The Society for Human Resource Management, creates better workplaces where employers and employees thrive together. As



Proposer's Initials: DAC



the voice of all things work, workers and the workplace, SHRM is the foremost expert, convener and thought leader on issues impacting today's evolving workplaces.

A flexible, all-in-one CX application that meets your needs

The demands of customer service change constantly. Customers want to engage in the channel that best suits their preferences. And for today's customer, good service isn't just nice to have—it's essential. To give those customers the experience they want takes flexible and reliable contact center technology.

With the leader in cloud contact center software, anything's possible. Because with smarter technology, stronger partners, and deeper expertise, you have everything you need to transform your customer experience and turn every interaction into a lasting, meaningful connection.

The mission of PRITS is to lead the digital transformation of the Government of Puerto Rico in the face of the challenges and trends of the modern era, through innovation, technology and a collaborative approach.

Our vision is to develop a centralized, agile and transparent government, where citizen services are provided efficiently, through the implementation of new technologies and world-class innovations.

Fully Complaint with:





GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

Attachment B

SCOPE OF SERVICES
Request for Proposals
Call Center Operation Services
CDBG-DRMIT-RFP-2022-06

Community Development Block Grant – Disaster Recovery
Community Development Block Grant – Mitigation
Puerto Rico Department of Housing

1. Introduction and Overview

The Puerto Rico Department of Housing (**PRDOH**) is issuing this Request for Proposals (**RFP**) for the acquisition of Call Center Operation Services under the Community Development Block Grant for Disaster Recovery (**CDBG-DR**), Community Development Block Grant-Mitigation (**CDBG-MIT**) Programs and any other federal allocations. This document defines the tasks, requirements and responsibilities that the selected proposer must perform under this RFP. The Call Center will be in operation for the duration of the allocated funds under the CDBG-DR and CDBG-MIT grants, and any other future federal allocations, under the Action Plans and subsequent action plans. It also seeks to select from the qualified Proposers the Call Center providers that will aid in the PRDOH's objectives of strategic preparation and development of a broad range of CDBG-DR and CDBG-MIT funded programs and any other future federal funds allocations.

The Call Center providers will support the PRDOH with the call center operation services of the CDBG-DR and CDBG-MIT programs and any other future federal funds allocations. The PRDOH reserves the right to retain the call center operation services of some of these programs internally and/or for PRDOH partners, contractors and/or subrecipients. A detailed description of the CDBG-DR and CDBG-MIT Programs is included in the Action Plans approved by the U.S. Department of Housing and Urban Development (HUD) available at <https://cdbg-dr.pr.gov/en/download/action-plan-amendment-8-nonsubstantial-amendment-effective-on-february-25-2022/> and <https://cdbg-dr.pr.gov/en/download/cdbg-mit-action-plan-effective-on-april-19th-2021/>.

The PRDOH anticipates awarding the contract for a period of **three (3) years**. The PRDOH may, at its sole discretion, extend the contract term for up to two (2) additional years upon mutual written agreement of the parties. If additional CDBG-DR, CDBG-MIT, or other federal funds are allocated to Puerto Rico during the life of the contract, the staff may be assigned to work on those future federal grants awarded. There is no guarantee of a minimum level of services that may be requested by the PRDOH under this contract.

The Selected Proposer(s) will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this contract. The Scope of Services presented is based upon circumstances existing at the time the RFP is released. The PRDOH reserves the right to modify or delete the requirements and tasks listed, and if appropriate, add additional requirements and tasks prior to and during the term of the contemplated contract. Therefore, we encourage careful analysis of the requirements of this document.

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The Selected Proposer must guarantee the costs for the call center operation services, during the term of the contract.

2. PRDOH's Reservation of Rights

The PRDOH reserves the right, without limitations, to:

- (i) Reject any or all Proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by to be in its best interests.
- (ii) Reject and not consider any Proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete Proposals and/or Proposals offering alternate or non-requested services.
- (iii) Cancel this solicitation and reissue the RFP or another version of it, if it deems that doing so is in the best interest of the Public Interest.
- (iv) PRDOH shall have no obligation to compensate any Proposer for any costs incurred in responding to this RFP.
- (v) To reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to, if:
 - a. Funding is not available.
 - b. Legal restrictions are placed upon the expenditure of monies for this category.
 - c. PRDOH's requirements in good faith change after the award of the contract.
- (vi) To require additional information from all Proposers to determine the level of responsibility.
- (vii) To contact any individuals, entities, or organizations that have had a business relationship with the Proposer, regardless of their inclusion in the reference section of the Proposal submittal.
- (viii) To contract with one or more Qualified Proposers as a result of this RFP or the cancellation of this RFP.
- (ix) In the event any resulting contract is prematurely terminated due to nonperformance and/or withdrawal by the Contractor, PRDOH reserves the right to:
 - a. seek monetary restitution (to include but not limited to withholding of monies owed or the execution of the payment and performance bond) from the Contractor to cover costs for interim services and/or cover the difference of a higher cost (difference between terminated Contractor's rate and new company's rate) beginning the date of Contractor's termination through the contract expiration date.
- (x) Amend the contract(s) of the Selected Proposer(s) to, among others, extend its original duration, as further explained in the RFP, or to extend the scale of its scope to include work under subsequent CDBG-DR and CDBG-MIT action plans as

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related to the services requested herein, or to reduce the scale of its scope to decrease work as a consequence of underperformance or inexcusable delays related to the services requested herein.

- (xi) To contract with one or more Qualified Proposers as a result of this RFP or the cancellation of this RFP.
- (xii) To negotiate any price from the awarded proposer(s) in response to a specific order under this solicitation.

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

The PRDOH reserves the right to, at any time during the ensuing contract period, and without penalty to the Selected Proposer(s) contracted as a result of this RFP, conduct additional competitive solicitations to obtain additional Call Center Operation Services when, in the opinion of the Contracting Officer, it is the best interests of the PRDOH to do so.

3. Staff, Services and Tasks

This section details the Call Center tasks that the selected proposer must perform in order to support the PRDOH in the CDBG-DR and CDBG-MIT programs and any other future federal funds allocations. The selected proposer will be directly responsible for ensuring the accuracy, timelines, and completion of all tasks assigned under this contract. The scope of services presented is based upon circumstances existing at the time the RFP is released.

The purpose for this Request for Proposal is to support the PRDOH in call center operation services for all participants requesting PRDOH assistance through one of the CDBG-DR and/or CDBG-MIT programs and any other future federal funds allocations. The participants are residents of Puerto Rico who have suffered damages caused by Hurricanes Irma and María or have a special need in the aftermath of the Hurricanes. All calls will be CDBG-DR and CDBG-MIT programs related and any other future federal funds allocations.

3.1. Staff Experience and Qualifications

The Proposer should provide detailed information about the experience, capacity, and qualifications of the Proposer's principals, project managers, key personnel, and staff to be assigned including degrees, certifications, licenses, and years of relevant experience. Proposer shall specifically identify people currently employed by the Proposer who will serve as key staff. This includes the Proposer's own staff and staff from any subcontractors to be used. The Proposer should demonstrate that its staff (and/or subcontractor's staff) meet the desirable requirements listed below and have necessary experience and knowledge to successfully implement and perform the tasks and services.

The proposer shall have or will secure, at its own expense, all personnel required in performing the services under a Call Center Operations Services contract. PRDOH expects the selected proposer to provide competent and fully qualified staff that are authorized or permitted under federal, state and local law to perform the scope of services under this contract. The PRDOH reserves the right to request the removal of any staff not performing to standard. No personnel may be assigned to the resulting contract without the written consent of the PRDOH.

3.2. Organization and Staffing

Proposer shall submit to the PRDOH an initial organizational chart detailing the identity of each person (whether employed by Proposer or a subcontractor) who shall perform any of the services required. The Proposer's organization and staffing plan shall specifically include the required number of personnel, role, and responsibilities of each person on the project, name of the resource or subcontractor, resume or professional information, their planned level of effort, their anticipated duration of involvement, and their on-site availability. The Proposer should demonstrate their ability to adequately staff and scale each functional area to maintain agreed upon service levels throughout the life of the contract.

The following table provides an overview of the personnel that the PRDOH considers mandatory, but not limited to, and describes the requirements and responsibilities of each position, thus providing the structure of the staff that the Proposer(s) must recruit at the time of the contract, if awarded, to provide the services described herein. The proposer should also have emergency coverage should the need of an emergency or urgent change be required of the below resources.

Position	Requirements	Roles
Project Manager	<ul style="list-style-type: none"> ▪ Must have bachelor's degree ▪ At least three (3) years of Manager Experience or five (5) years of call center experience ▪ Must have experience in hiring, training, preparing, motivating and development of contact center staff members to provide excellent service to customers ▪ Must have proficient writing, reading and speaking skills in both 	<ul style="list-style-type: none"> ▪ Coordinate and supervise daily/weekly/monthly activities of team members ▪ Set priorities for the team to ensure task completion and performance goals are met ▪ Coordinate work activities with PRDOH, supervisors, customer services representatives, among others ▪ Identify and resolve operational problems using defined processes, expertise and judgement ▪ Conducts needs assessments, performance reviews, capacity planning and cost/ benefit analysis ▪ Maintain and improve call center operations by optimizing

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Position	Requirements	Roles
	English and Spanish languages	performance, identifying and resolving problems and preparing and completing action plans
Supervisors	<ul style="list-style-type: none"> ▪ Bachelor's degree or at least five (5) years of call center experience ▪ Must have experience supervising multiple campaigns at the same time. Must manage communications (talk, read and write) in Spanish and English languages 	<ul style="list-style-type: none"> ▪ Supervise employees with varying tenures and skills ▪ Manage and develop employees and proactively monitor individual and team performance by providing frequent, ongoing feedback and coaching ▪ Implement strategies to improve operational performance including call management, call back rate, transfer rate and quality ▪ Lead regular team meetings to communicate changes and relevant operational performance information ▪ Monitor employee and team performance by reviewing operational metrics and listening to and observing call management techniques ▪ Provide training to CSR's
Customer Service Representatives (CSR)	<ul style="list-style-type: none"> ▪ Must have a High School Diploma or General Equivalency Diploma (GED) ▪ Strong phone contact handling skills and active listening ▪ Must have at least one (1) year of call center experience 	<ul style="list-style-type: none"> ▪ Manage large number of incoming and outgoing calls ▪ Identify and assess participants' needs to achieve satisfaction ▪ Provide accurate, valid and complete information ▪ Educate participants on CDBG-DR, CDBG-MIT or any future federal allocations ▪ Document and update each participant contact and resolution in customer service-related system

4. General Requirements

- The proposer, staff and employees working on this project shall be located within Puerto Rico.
- **The Call Center shall operate seven (7) days a week. Monday through Friday, the Call Center shall be in operations from 9:00am to 8:00pm. On Saturdays and Sundays, the Call Center shall be in operations from 9:00am to 4:00pm.**
- Proposer must have in place a comprehensive call flow and intelligent routing process.

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- Proposer must provide a manager that will participate in meetings, to be held as required, in order to discuss trends, issues, or any other pertinent information.
- Proposer's reporting software must permit real-time access to all the system's data.
- The proposer must be up to date with all participant information acquired by PRDOH partners, subrecipients and subcontractors call centers, and coordinate all customer service-related work.
- The proposer must provide the necessary staffing and job skills required to meet and exceed this Scope of Services.
- The proposer is required to provide additional resources as may be needed during planned and unplanned events in order to meet the services required herein.
- The proposer will be expected to designate one or more supervisors responsible for the day-to-day operations, management, and coordination of all services.
- The proposer will be expected to designate CSRs to be situated on PRDOH partners, subrecipients and/or subcontractors' premises. The selected proposer will designate a replacement temporarily or permanently.
- The CSRs are considered on-demand agents, staffing requirements will vary based on the volume of in-bound and/or out-bound inquiries. The proposer is expected to be able to quickly ramp up or down CSRs based on actual number of in-bound and/or out-bound inquiries received.
- The proposer must coordinate with the appropriate resources to ensure optimal service delivery and that all issues are resolved in a timely and effective manner.
- The proposer must directly provide customer service support in English and Spanish.
- The Call Center must have call monitoring capabilities for 100% of the calls.
- The Call Center must have the ability to provide call recordings to PRDOH to identify any issue with any participant.
- The selected proposer will be required to have the ability to assist hearing impaired participants, as required by law. Given the case that PRDOH needs any other type of interaction, the information will be provided to the selected proposer.
- The Proposer must have an emergency, backup plan for phone, internet and hardware system failures.
- The Proposer shall have an operating system that allows for integration with third-party applications (e.g. Program Managers, Case Managers, Subrecipients, Partners, etc.)
- The Proposer shall provide adequate maintenance to the telecommunications system to guarantee the expected continuity.

5. Facilities, Licensing and Permits

5.1. Facilities

The proposer must have the facilities in Puerto Rico to carry out the duties related to this contract. The proposer also must detail its facility plan for all call center services functions and must be able to meet a possible go-live date of ~~5 days~~ two weeks after the resulting contract is signed. The proposer should be able to work with previous vendor to ensure a smooth transition without disruption of services.

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The Call Center shall operate seven (7) days a week. Monday through Friday, the Call Center shall be in operations from 9:00am to 8:00pm. On Saturdays and Sundays, the Call Center shall be in operations from 9:00am to 4:00pm.

The Call Center should provide or maintain a toll-free number dedicated to PRDOH campaigns.

5.2. Licensing and Permits

The proposer must have or obtain all necessary licenses such as but not limited to TCPA, PCI & SSAE18 (e.g. business, software), consents, approvals, permits, certifications and authorizations, as may be required by HUD, PRDOH, federal and local legislative enactments, and regulations applicable that are legally required to be obtained in order to perform the services. The proposer must have in place all software/applications, and all of the above mentioned, necessary to manage the call center operations once the contract is executed.

6. Tasks

6.1. Call Center Operations

PRDOH is seeking to identify a Call Center Operation Services provider that shall provide a turn-key, full service operation to include, but not limited to: facilities, equipment (including telephone instruments, related lines, and cable), telephone service, software, circuits, staff, training, setup, testing, and reporting.

Additionally, it should be readily configurable, with minimal, if any, development efforts required. At minimum, but not limited to, the services must consist of the following:

- The proposer must be capable of operating 24 / 7 / 365 and must include the following tools:
 - Telephony infrastructure;
 - Session recording and transcript mailing;
 - Automatic Call Distributor system;
 - Call recording software;
 - Interactive Voice Response technology;
 - Operation of inbound phone call processing in a menu-driven format that allows participants to return to the main menu for information on other topics and to access a live operator during normal Call Center operation hours;
 - The Call Center must have an emergency, backup plan for phone, internet, and hardware system failures;
 - An operating system that supports bilingual (Spanish and English) communications with participants;
 - A system that allows for integration with third-party applications (e.g. Program Managers, Sub-recipients, Partners, etc.);
 - Allows remote access with appropriate permissions and security.

- The proposer shall provide the following customer support for applicants, including but not limited to:
 - Conducting inbound and outbound live operator services, inbound calls shall not exceed five (5) minutes waiting time;
 - Communicating programs information including responses to inquiries and questions about the programs, and other support as appropriate, including but not limited to participant claims and warranty issues;
 - Providing participants with contacts or transferring with another CSRs. The Call Center must be able to "hot transfer" participants to backup specialist. *Hot Transfer is defined as bringing a specialist onto the call so that the participant, CSR and specialist are all on a three way call for the introduction and then the CSR exists, leaving the customer and specialist connected to each other.
 - Tracking and logging interactions information for each participant, including dispositioning of the call for performance improvement, historical contact data, participant claims and warranty issues;
 - Creating and maintaining an accurate and continuously- updated knowledge base for use by CSR that contains program guidance and action steps.
- The proposer must have the ability to scale up or down quickly to meet the demands of inbound inquiries based on the number of applications received and according to program stage while meeting the resulting contract requirements.
- The proposer must possess the ability, systems and procedures to respond participants complaints and provide follow up.
- The proposer must have the ability and systems necessary to incorporate new information and improve the CSR response with minimal delay.
- The proposer is required to possess a thorough knowledge of Call Center operation best practices.
- The proposer is required to utilize processes that are compliant with all legal privacy, data retention, and accessibility-related requirements of HUD, PRDOH, federal and local applicable laws and regulations.

6.2. Reports

The proposer shall generate, maintain and provide to the PRDOH on daily or on an as-needed basis various reports, containing the following information:

- Number of calls received;
- Number of calls answered;
- Number of abandoned calls;
- Average participants wait time;
- Average talk time;
- Service levels;
- Reason of the call;

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- Complaints status;
- Profile of the participant;
- Trends;
- Number of participant transferred to the PRDOH partners, subrecipients and/or subcontractors;
- Any other relevant Call Center statistics whether as a whole or by CSR;
- Any other report PRDOH identifies necessary.

All reports must be approved by PRDOH and they will be adjusted based on PRDOH necessities.

6.3. Trainings

The Proposer must work with PRDOH to develop an ongoing training and CSR development program for all PRDOH partners, subrecipients and subcontractors Call Center's staff. This could include onsite meetings, virtual meetings, training classes, resources and support as needed.

7. Deliverables

Deliverables shall be considered those tangible and resulting work products which are to be delivered to the PRDOH. At a minimum, the key deliverables to be produced through this RFP shall include the following:

- Proposers must submit to PRDOH POC's daily, monthly and quarterly visual analytics, correlation analysis, and other types of statistical analysis as identified and as needed by the PRDOH.
- The proposer must be capable of generating customized report as required by PRDOH, whether on a regular or one-time basis. The proposer must present, at a minimum, the reports mentioned in section 6.1.
- The proposer must provide the PRDOH with access to communications and performance data at PRDOH's discretion, in an open, standard format, such that PRDOH can perform its own data analytics.
- Proposer must maintain and comply with 5% or less abandoned rate.
- Proposer must conduct inbound and outbound live operator; inbound calls shall not exceed five (5) minutes waiting time.
- Proposer shall communicate programs information including responses to inquiries and questions about the programs, and other support as appropriate, including but not limited to participant claims, cases status, etc.
- Proposer must provide participants with contacts or transferring with another CSR's. The Call Center must be able to "hot transfer" participants to backup specialist
- Proposer must track and log interactions information for each participant, including dispositioning of the call performance improvement, historical contact data, participating claims and warranty issues.
- Proposer must create and maintain an accurate and continuously

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8. Response Requirements

In response to this solicitation, Proposers should return the entire completed Proposal Submission package. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required.

The proposal shall be written quite detailed to permit the PRDOH to conduct a meaningful evaluation of the qualifications. However, overly elaborate responses are not requested or desired.

9. SAM Registry

The proposers must be registered in the System for Award Management (SAM) at the time of the Proposal submission or initiate the registration process right after the Proposal submission. For more information about SAM, go to [SAM.gov](https://sam.gov) | Home. Awards will only be issued to entities which are cleared and not ineligible for award of a contract due to suspension, debarment, or HUD imposed limited denial of participation.

NOTE: FALSE OR MISLEADING STATEMENTS REGARDING STAFF QUALIFICATIONS OR PRIOR PROJECTS WILL RESULTS IN THE DISQUALIFICATION OF THE RESPONSE AND CANCELLATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT IF DISCOVERED AFTER AWARD.

END OF SCOPE OF SERVICES

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Exhibit G
PRICE FORM
Request for Proposals
Call Center Operation Services
Community Development Block Grant – Disaster Recovery and
Community Development Block Grant- Mitigation
CDBG-DRMIT-RFP-2022-06

Name of Proposer: Telecontacto-Telecontact Inc.

Position	Estimated Qty. of Resources [A]	Max. Hours per Month Per Resource [B]	Rate Per Hour ⁽¹⁾ [C]	Maximum Monthly Cost ⁽³⁾ [D = A x B x C]	Maximum Annual Cost [D = A X B X C]
Project Manager	1	200	\$32.00	\$6,400.00	\$76,800.00
Supervisors	3	200	\$25.00	\$15,000.00	\$180,000.00
Customer Service Representatives	30	175	\$22.00	\$115,500.00	\$1,386,000.00
Subtotal				\$136,900.00	\$1,642,800.00
Sub-total Cost of Services for 3 Years (36 Months)					\$4,928,400.00
Additional Costs	Quantity	Units	Unit Cost	Total Cost	
Call Center Start-up ⁽²⁾	1	Lump Sum	\$24,480.00	\$24,480.00	
Call Center Maintenance ⁽²⁾	36	Months	\$4,410.00	\$158,760.00	
Sub-total Annual Cost for 3 years of service					\$183,240.00
Sub-total Annual Cost for Year 1 (Start up + 12 months of Maintenance)					\$77,400.00
Sub-total Annual Cost for Years 2 & 3 (12 months of Maintenance)					\$105,840.00
TOTAL PROPOSAL COST					\$5,111,640.00

Notes on Proposal Cost

- (1) Rates per hour and unit prices include all expenses, fringe benefits, staff, supervision, trainings, quality assurance, among others, as well as any overhead and profit of the Proposer in the provision of the services.
- (2) Proposer must describe in detail all the services included in the unit costs provided. Space for the description is provided in the next page of this cost form.
- (3) The total Maximum Monthly Cost represents the maximum amount to be paid by the PRDOH to the selected Proposer for any month of staff time services. If at any given time the Proposer projects that the Maximum Monthly Cost will be exceeded, then the Proposer must inform the PRDOH and, depending on the circumstances, the PRDOH may approve the excess in cost.
- (4) Quantity of resources and hours per resource are estimated. The Proposer may, to comply with the Call Center requirements, hire a different number of resources at more or less hours per month than stated in the Cost Form. Nonetheless, at no time whatsoever shall the Maximum Monthly Cost be exceeded by the Proposer without prior authorization of the PRDOH (see note 3).

Proposer's Initials: DA

Description of Costs Included in Call Center Start-up Unit Price (see note 2 in Cost Form)

- Initial training for Customer Service Representatives (CSR's), Supervisors and Project Manager. (One Time)
- Estimated for 5 days, 8 hours a day.
- If PRDOH determines the initial training could be performed in less time, Telecontacto will adjust this cost proportionally.

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Description of Costs Included in Call Center Maintenance Cost Unit Price (see note 2 in Cost Form)

- Puerto Rico Local Phone Number and/or Toll Free (US) will provided.
- Call Traffic Budgeting is calculated a 70% occupancy rate.
- 30 CSR's X 175 Maximum Monthly Hours X 60 minutes/per hour X 70% Occupancy = 220,500 monthly minutes of call traffic.
- 220,500 monthly minutes X \$0.02 per/minute = \$4,410.00 monthly X 36 months = \$158,760.00
- Please note this would be the maximum estimated budget. However, most probably, the actual monthly bill for this concept will be lower. Telecontacto only invoices for actual minutes used. A detailed monthly report of traffic consumption is always provided as support.

Ileana Agosto
Proposer's Signature

August 3, 2022
Date

Ileana Agosto
Proposer's Printed Name



ATTACHMENT D

PERFORMANCE REQUIREMENTS

This document represents performance metrics and requirements for the Call Center Services. The Contractor shall adhere to the requirements of this document. The Contractor shall develop workplans, schedules, reports and/or any other document as may be requested by the Puerto Rico Department of Housing (PRDOH) or its representative in connection to the metrics and requirements set forth herein. The Contractor shall submit any of such documents for review and approval as requested by the PRDOH within the specified time frame provided for such request. PRDOH reserves the right to request any information as part of the Grantee responsibilities. The Contractor is responsible for providing and performing all the services stated in the Scope of Services.

PRDOH reserves the right to request the removal of any staff not performing to standard. No personnel may be assigned to the resulting contract without the written consent of the PRDOH.

Liquidated Damages will be triggered as identified in this document. Expected Timeframes will be used in the evaluation of the Contractor's performance and PRDOH's expectations for the tasks. The requirements and metrics included in these Performance Requirements may be modified at the discretion of PRDOH and shall become binding between the parties without requiring an amendment to the contract.

1) General Requirements

- Contractor must start (go-live) providing the Call Center Services **three (3) weeks** after the execution of the contract. This provision may trigger Liquidated Damages.
- Contractor, staff, and employees working on this project shall be located within Puerto Rico.
- The operation of the Call center shall be **seven (7) days a week, Monday through Friday from 9:00am to 8:00pm. Saturdays and Sundays the Call Center shall operate from 9:00am to 4:00pm.** Contractor must have in place a comprehensive call flow and intelligent routing process.
- Contractor must provide the necessary staffing and additional resources as may be needed during planned and unplanned events to meet the services required. Contractor must coordinate with the appropriate resources to ensure optimal service delivery and ensure issues are resolved in a timely and effective manner.

- Contractor must provide a manager that will participate in meetings, to be held as required, in order to discuss trends, issues, or any other pertinent information. Contractor will be expected to designate one or more supervisors responsible for the day-to-day operations, management, and coordination of all services.
- Contractor must be up to date with all participant information acquired by PRDOH partners, subrecipients and subcontractors call centers, and coordinate all customer service-related work.
- Contractor will also be expected to designate Consumer Service Representatives (CSRs) to be situated on PRDOH partners, subrecipients and/or subcontractor's premises. Contractor will designate a replacement temporarily or permanently. These CSRs are considered on-demand agents, staffing will vary depending on in-bound and/or out-bound inquiries, Contractor is expected to vary number of CSRs depending on actual numbers of in-bound and/or out-bound inquiries received.
- Contractor shall provide customer service support in both English and Spanish. Additionally, in compliance with the law, contractor must have the ability to assist hearing impaired participants.
- Contractor must have an emergency, backup plan for phone, internet, and hardware system failures. Moreover, the Contractor shall provide adequate maintenance to the telecommunications system to guarantee expected continuity for the duration of the agreement.
- The Contractor's operating system must allow for integration with third-party applications. (e.g., Program Managers, Case Managers, Subrecipients, Partners, etc.)
- Call Center must be able to "hot transfer" participants to back up specialists.

2) **Licensing and Permits**

- Contractor must obtain all the necessary licenses such as but not limited to TCPA, PCI & SSAE18 (e.g., Business, software), consents, approvals, permits, certifications, and authorizations, as may be required by the HUD, PRDOH, federal and local legislative enactments, and regulations that are legally required to be obtained in order to perform the required services. Contractor must have the necessary software and applications to ensure operation of the Call Center.

3) **Call Center Operations**

- Contractor must provide a turn-key, full service operation to include, but not be limited to: facilities, equipment (including telephone instruments, related lines, cable), telephone service, software circuits, staff, training, setup, testing and reporting.
- Contractor must be capable of operating 24/7/365 and must include the following tools: Telephony infrastructure, session recording and transcript mailing, multiple Direct Inward Dialer (DID) capacity, Automatic Call Distributor system, call recording software, Interactive Voice Response technology, operation of inbound phone call processing in a menu-driven format allowing participants to return to the main menu for information on other topics and access to a live operator during normal Call Center hours, emergency backup plan for system failures, and allows remote access with appropriate permissions and security.

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- Contractor must have call monitoring and call recording capabilities to aid PRDOH identify issues with participants.
- Contractor must possess the ability, system, and procedures to respond to participants complaints and provide follow up. Contractor must also possess the ability to incorporate new information and improve the CSR's response with minimal delay. Contractor must develop an SOP on this within 60 days upon contract execution.
- Contractor must maintain an accurate and continuously updated knowledge base for use by CSRs containing program guidance and action steps.
- Contractor must utilize processes that are compliant with all legal privacy, data retention, and accessibility-related requirements of HUD, PRDOH, federal and local applicable laws and regulations.

4) **Deliverables:** The PRDOH will require from contractor the following deliverables:

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Deliverable	Detail	Expected Timeframe
4.1 Provision of Reports	<p>The Contractor's reporting software shall provide real-time access to all system's data.</p> <p>At a minimum, the contractors real time access shall contain the following statistics:</p> <ul style="list-style-type: none"> • Number of calls received; • Number of calls answered; • Average Participant wait time; • Average talk time; • Service levels; • Reasons for the call; • Status of complaints; • Participant profiles; • Trends; • Agent statistics; • Number of participants transferred to the PRDOH partners, subrecipients and/or subcontractors; • Any other Call Center statistics as a whole or by CSR; • Minute Report on Traffic Consumption <p>Contractor shall provide access to communications and performance data in an open standard format as to allow PRDOH to conduct its own data analytics.</p>	<p>30 days upon contract execution</p> <p>Minute Report on Traffic Consumption must be submitted on a monthly basis.</p>
4.2 Provision of Visual analytics, correlation analysis and any other statistical analysis as required by PRDOH	<p>Contractor must submit data pertaining to visual analytics, correlation analysis and other statistical analysis required by PRDOH.</p> <p>Contractor shall provide access to communications and performance data in an open standard format as to allow PRDOH to conduct its own data analytics.</p>	Available daily and submitted on a monthly basis
4.3 Develop Strategic Training Plan	<p>Contractor must submit a Strategic Training Plan that includes a proposed training strategy throughout the implementation of the contract.</p> <p><i>Contractor must work with PRDOH in developing ongoing training and CSR development program for all PRDOH partners, subrecipients and subcontractor's Call Center's staff.</i></p>	Strategic Training Plan due 60 days upon contract execution

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4.4 Implementation of Strategic Training Plan	Contractor must provide periodic progress reports on the development and facilitation of trainings offered, including but not limited to: <ul style="list-style-type: none"> • # of people trained • % of staff trained 	To be reported in quarterly progress reports
4.5 Implementation of Outreach Efforts	Contractor will complete outreach efforts/ campaigns as required by PRDOH. The Contractor must provide a completion report following each outreach campaign. Contractor must include the following metrics: <ul style="list-style-type: none"> • Abandoned rate: Five percent (5%) or less from total calls. • Wait time on inbound calls: Shall not exceed five (5) minutes. • Insert any other metric expanded from SOS. 	These reports must be delivered 10 days upon completion of Outreach Campaign
4.6 Tracking of Program Information	Contractor shall record and communicate program information including responses to inquiries and questions about the programs and other support as appropriate.	Available daily and submitted on a monthly basis
4.7 Participant Interaction Log	Contractor must track and log interactions for each participant, including call disposition performance improvement, historical contact data, participating claims and warranty issues.	Available daily and submitted on a monthly basis
4.8 Procedures to respond complaints	Contractor must possess the ability, system, and procedures to respond to participants complaints and provide follow up. Contractor must also possess the ability to incorporate new information and improve the CSR's response with minimal delay.	60 days upon contract execution.

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5) Penalties and Liquidated Damages

• Penalties

Contractor must comply with federal statutes, regulations, terms, and conditions of the Agreement. In the event the Contractor is determined to have engaged in any proscribed conduct or otherwise is in default as to any applicable term, condition, or requirement of this Agreement, at any time following the Effective Date of the Agreement, the Contractor agrees that PRDOH may impose sanctions against the Contractor for any default in the contract terms.

Noncompliance may prompt PRDOH to 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. Withhold further Federal awards for the project or program.
- iv. Take other remedies that may be legally available.

• Liquidated damages

PRDOH may impose sanctions against the contractor for any default to terms, conditions, or requirements of the contract.

Contractor shall pay, as liquidated damages, \$100.00 for each calendar day that any task deliverable required is late until deemed in compliance subject to a maximum of \$1,000.00 per instance of default. 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, is fixed and agreed as the liquidated damages that PRDOH will suffer by reason of such delay.

Liquidated damages received hereinunder are not intended to be or 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 the contract or by law. Liquidated damages may be assessed at the sole discretion of PRDOH. For the purpose of applying and calculating such liquidated damages, a grace period of **ten (10) business days** shall be observed. The PRDOH may deduct and retain out of the monies 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.

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INSURANCE REQUIREMENTS
Request for Proposals
CALL CENTER OPERATIONS SERVICES
Community Development Block Grant-Disaster Recovery
Community Development Block Grant-Mitigation
Puerto Rico Department of Housing

SPECIAL INSURANCE SPECIFICATIONS
For Professional Services

Request for Proposals CDBG-DRMIT-RFP-2022-06

- A.** The successful proposer, before the **contract execution**, must submit to the **Puerto Rico Department of Housing (*PRDOH)** the hereafter mentioned **certificates of insurance** policies and/or bonds including all endorsements and agreements required under the special contractual conditions, **in a satisfying way** to ***PRDOH**, as provided in detail in this Insurance Requirements as per the following:

1. (X) State Insurance Fund Workers' Compensation Insurance Policy

In accordance with the Worker's Compensation Act No. 45, the successful **proposer** shall provide Worker's Compensation Insurance. The successful **proposer** shall furnish the ***PRDOH** the certificate from the State Insurance Fund Corporation (Spanish Acronym, CFSE).

2. (X) Commercial General Liability (Special Form) including the following insurance coverage

COVERAGE	LIMIT
I. Commercial General Liability:	
• Each Occurrence	\$2,000,000
• General Aggregate	\$2,000,000
• Products & Complete Operations	\$2,000,000
• Personal Injury & Advertising	\$2,000,000
• Fire Damage	\$100,000 (Any one Fire)
• Medical Expense	\$ 20,000 (Any one person)
II. Employer's Liability Stop Gap:	
• Bodily Injury by Accident	\$2,000,000
• Each Employee	\$2,000,000
• Each Accident	\$2,000,000
• Bodily Injury by Disease	\$2,000,000
• Each Employee	\$2,000,000
• Each Accident	\$2,000,000

INSURANCE REQUIREMENTS
Request for Proposals
CALL CENTER OPERATIONS SERVICES
Community Development Block Grant-Disaster Recovery
Community Development Block Grant-Mitigation
Puerto Rico Department of Housing

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

LIMIT	
• Auto Liability -	\$1,000,000
• Physical Damages -	\$1,000,000
• Medical Payments -	\$ 20,000
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) Professional Liability for and not limited to Project Manager, Supervisors and any subcontractor or other Professional related to the Services.

(X) A. Risk, interest, location and limits

(X) A. 1 Description of work to be done

(X) A. 2 Limits:

(X) each occurrence	\$5,000,000
(X) Aggregate	\$5,000,000
(X) Deductible	\$ 20,000

(X)A.3 Certification that the insurance contract has been given as surplus lines coverage under the Commonwealth Insurance Code, when applicable.

5. (X) Employment Practices Liability

Limit - \$2,000,000

6. (X) Cyber Liability

Limit - \$3,000,000

7. (X) Umbrella

Limit - \$5,000,000

INSURANCE REQUIREMENTS
Request for Proposals
CALL CENTER OPERATIONS SERVICES
Community Development Block Grant-Disaster Recovery
Community Development Block Grant-Mitigation
Puerto Rico Department of Housing

8. (X) The Call Center Operation Services provider shall provide a turn-key, full service operation to include, but not limited to: facilities, equipment (including telephone instruments, related lines, and cable), telephone service, software, circuits, staff, training, setup, testing, and reporting. Please provide a copy of the **Property Coverage Insurance Policy** with a business income and extra expenses coverage for relocation of the operations in case of disaster that may require it. This property coverage must include electronic data processing (**EDP**) equipment and programs related to the operations of the premises and services to be provide.

9. (X) The policies to be obtained must contain the following endorsements including as additional insured the **Puerto Rico Department of Housing (*PRDOH)**, **U.S. Department of Housing and Urban Development (HUD)**, and the **Government of Puerto Rico**.

- a. **(X) Breach of warranty**
- b. **(X) Waiver and / or Release of Subrogation**
- c. **(X) Additional Insured Clause**
- d. **(X) Hold Harmless Agreement**
- e. **(X) 30 Days Cancellation Clause**

10. (X) The insurance carrier or carriers, which will present said certificates of insurance, must have at least a **B+** rating according to the **AM Best Rating Guide**.

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 the following:

1. Be authorized to do business within the Commonwealth of Puerto Rico and have the corresponding license issued by the **Commissioner of Insurance**.
2. To be enjoying a good economic situation and to be classified under the Category of B+ Rating according by the **"AM Best Rating Guide"**.

INSURANCE REQUIREMENTS
Request for Proposals
CALL CENTER OPERATIONS SERVICES
Community Development Block Grant-Disaster Recovery
Community Development Block Grant-Mitigation
Puerto Rico Department of Housing

3. Submit to the ***PRDOH** 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 Contract Division of the ***PRDOH**: 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 **endorsement** to insurance policies and bonds issued under the special conditions mentioned above, unless approved by the Insurance Section of the ***PRDOH**.
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 ***PRDOH** under the Secretary for Legal Affairs.
11. The Contractor shall, throughout the performance of Work under the Contract and until the Final Acceptance of the Program, maintain current, and in effect all the required insurance, except the Builder's Risk, which shall terminate on the date of substantial completion.
12. Insurance coverage in the minimum limit amounts set forth herein shall not be construed to release the Contractor from liability in excess of such coverage limit. Contractor must give thirty (30) calendar days written notice to PRDOH before any policy coverage is change, canceled or not renewed and shall cause the insurance carrier to do the same.

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INSURANCE REQUIREMENTS
Request for Proposals
CALL CENTER OPERATIONS SERVICES
Community Development Block Grant-Disaster Recovery
Community Development Block Grant-Mitigation
Puerto Rico Department of Housing

B. EVIDENCE OF INSURANCE COVERAGE OF EACH SUBCONTRACTOR TO BE SUBMITTED BY THE SUCCESSFUL PROPOSER AS THE PRIME CONTRACTOR:

The **successful proposer**, as the prime contractor, has the duty to require each of the **subcontractors or subcontractor** 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, prior to commencing work or receiving written notice to proceed with such work, the successful **proposer** has the responsibility to provide the ***PRDOH** with all the **certificates of insurance and/or bonds required** under the special conditions approved by the Insurance Section of the ***PRDOH**. All insurance policies shall remain in effect for the entire contractual period.

In case of any **change order** 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 bond and to submit evidence by appropriate endorsements with effective dates. Cancellations without consent are not accepted.

The ***PRDOH** 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.

B. CONFLICT OR DIFFERENCE BETWEEN THE SPECIFICATIONS OF THE TENDERING, PROCEDURE AND SPECIAL INSURANCE CONDITIONS AND BONDS

In the event of any conflict or difference in the description of coverage or amount or limits, etc., with respect to insurance requirements, the **"Special Conditions of Insurance and Bonds"** as set forth in this Insurance Requirements prevail over any other insurance specifications.

****PRDOH reserves the right to modify any Insurance Requirements at any time, in accordance with the Program's needs.***

INSURANCE REQUIREMENTS
Request for Proposals
CALL CENTER OPERATIONS SERVICES
Community Development Block Grant-Disaster Recovery
Community Development Block Grant-Mitigation
Puerto Rico Department of Housing

C. CERTIFICATE OF CONTRACT DIVISION

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.

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DESCRIPTION OF THE SERVICES:

Professional Services

CALL CENTER OPERATIONS SERVICES
CDBG-DRMIT-RFP-XX

June 3, 2022
Date review on
February 21, 2023

Sonia Damaris Rodríguez
Sonia Damaris Rodríguez
Insurance Specialist
CDBG-DR Program

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GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

ATTACHMENT F

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. In addition, Contractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <https://www.hudexchange.info/resource/2490/hud-form-4010-federal-labor-standards-provisions/>.

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 and implement such changes and to ensure subcontracts terms and conditions are modified as necessary, if any.

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 Continuing Appropriations Act, 2018, and Supplemental Appropriations for Disaster Relief Requirements, 2017 (**Pub. L. 115-56**) approved on September 8, 2017, as amended; the Bipartisan Budget Act of 2018 (**Pub. L. 115-123**) approved on February 9, 2018, as amended; the Additional Supplemental Appropriations for Disaster Relief Act, 2019, (**Pub. L. 116-20**) approved on June 6, 2019, as amended; as well as including, but not limited, to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including if certain expenses are allowed.

3. BREACH OF CONTRACT TERMS

The Puerto Rico Department of Housing (**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 PRDOH and/or the Government of Puerto Rico. The CONTRACTOR shall cooperate with all the PRDOH and/or the Government of Puerto Rico efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and § 570.507, when applicable.

5. ACCESS TO RECORDS

The Government of Puerto Rico, the PRDOH, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the CONTRACTOR which are related to this 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 Agreement 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, but are not limited to:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

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- (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.

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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 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by HUD.

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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 timelines 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, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides

that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

11. SECTION 504 OF THE REHABILITATION ACT OF 1973

The CONTRACTOR shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations.

The CONTRACTOR agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.

12. AGE DISCRIMINATION ACT OF 1975

The CONTRACTOR shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States 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 24 C.F.R. §578.95; 24 C.F.R. §570.489(g) and (h); and 24 C.F.R. §570.611, 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.

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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.

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 Agreement, 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 Agreement 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. §§ 3701-3708) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by CONTRACTORS or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the CONTRACTORS and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

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. §§ 3141, et seq.) 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 PRDOH.

21. TERMINATION FOR CAUSE

(Applicable to contracts exceeding \$10,000)

If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his or her 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 Agreement 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 Agreement 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:

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- (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the CONTRACTOR;
 - (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the CONTRACTOR including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.

- 2) The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 3) In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 4) The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The CONTRACTOR must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the CONTRACTOR may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- 5) The CONTRACTOR will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act

of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

- 6) The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

24. EQUAL EMPLOYMENT OPPORTUNITY

(Applicable to construction contracts and subcontracts exceeding \$10,000)

The CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapter 60).

During the performance of this Agreement, 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.

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- 4) The CONTRACTOR will send to each labor union or representative of workers with which he or she 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 Exec. Order No. 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 Exec. Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 7) In the event of the CONTRACTOR's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement 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 Exec. Order No. 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 1 through 7 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 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.

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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 Agreement.

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)

CLEAN AIR ACT

- 1)--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.
- 2)--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.

- 3)--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.

WATER POLLUTION CONTROL ACT

- 1)--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.*
- 2)--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.
- 3)--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.

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The CONTRACTOR and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 7401 *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 5 C.F.R. Part 919 Subpart E and 24 C.F.R. Part 58 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:

- 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. Part 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (**EPA**) pursuant to 24 C.F.R. Part 58, 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. § 7414) 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 Agreement, 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 Agreement, 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 or she will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) 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.

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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 of Lobbying Activities", in accordance with its instructions.
- 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.

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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:

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- 1) A bid guarantee from each bidder equivalent to five percent (5%) 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 or her bid, execute such contractual documents as may be required within the time specified.
 - 2) A performance bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A "performance bond" is one executed in connection with a contract to secure the fulfillment of all the CONTRACTOR's obligations under such contract.
 - 3) A payment bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A "payment bond" is one executed in connection with a contract to assure payment as required by the 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 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.

- 2) The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 75 which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 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 75, 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 75. 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 75.
- 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 75 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 C.F.R. Part 75.
- 6) Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- 7) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (46 U.S.C. § 5307) also applies to the work to be performed under this Agreement. 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

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organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

- 8) For contracts exceeding \$100,000, the CONTRACTOR shall submit Form HUD 60002 (Section 3 Summary Report) to PRDOH on a quarterly basis, notwithstanding the annual reporting requirement set forth in that form's instructions.

30. FAIR HOUSING ACT

CONTRACTOR shall comply with the provisions of the Fair Housing Act of 1968, as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

31. ENERGY POLICY AND CONSERVATION ACT

CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency as contained in the Government of Puerto Rico's 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 76-252, 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

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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 or her 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 services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the contracting party. All the services 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 services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

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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 or her 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 services covered by this Agreement shall be discharged or in any way discriminated against because he or she 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 or her employer.

38. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS

The CONTRACTOR agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie. The CONTRACTOR will be aware of and avoid any violation of the laws of this State which prohibit municipal officers and employees from having or owning any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The CONTRACTOR will also be aware of and avoid any violation of the laws of this State which prescribe a criminal penalty for any public officer who has an interest in any contract passed by the board of which he or she is a member during the time he or she 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 agrees 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 agrees 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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42. RELIGIOUS ACTIVITY

The CONTRACTOR agrees to abstain from using any funds related to this Agreement for inherently religious activities prohibited by 24 C.F.R. § 570.200(j), such as worship, religious instruction, or proselytization.

43. FLOOD DISASTER PROTECTION ACT OF 1973

The CONTRACTOR will ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 C.F.R. § 570.605.

44. LEAD BASED PAINT

The CONTRACTOR must comply with the regulations regarding lead-based paint found at 24 C.F.R. Part 35 on LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES with regards to all housing units assisted using CDBG-DR funds.

45. VALUE ENGINEERING

(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation)

The CONTRACTOR must comply with the regulations regarding systematic and organized approach to analyze functions of systems, equipment, facilities, services, and materials to ensure they achieve their essential functions at the lowest cost consistent to life cycle in execution, reliability, quality, and safety, in accordance with 24 C.F.R. § 200.318(g).

46. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT (URA)

Every project funded in part or in full by Community Development Block Grant – Disaster Recovery (CDBG-DR) funds, and all activities related to that project, are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, 42 U.S.C. § 4601 et seq., and section 104(d) of the Housing and Community Development Act of 1992, as amended (HCDA), 42 U.S.C. § 5304(d), except where waivers or alternative requirements have been provided by the U.S. Department of Housing and Urban Development (HUD). The implementing regulations for URA are at 49 C.F.R. Part 24, and the regulations for section 104(d) are at 24 C.F.R. Part 42, subpart C. Additionally, HUD has established regulations specific to CDBG-funded housing activities at 24 C.F.R. § 570.606. PRDOH has also established the Uniform Relocation Assistance Guide & Residential Anti-Displacement and Relocation Assistance Plan (URA & ADP Guide) which provides guidance and requirements regarding URA compliance and minimizing displacement that are applicable to all CDBG-DR programs. The primary purpose of these laws and regulations is to provide uniform, fair, and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects.

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When CDBG-DR funds are planned, intended, or used for any activity or phase of a project and the phases are interdependent, URA applies to that activity or project. This includes any property acquisition, even if CDBG-DR funds are not used to fund the purchase, if the contract to acquire property is executed with the intention of seeking CDBG-DR funds to complete the project or an interdependent phase of the project. Contractors are responsible for ensuring URA compliance throughout the design, proposal, and implementation of any project that includes real property acquisition or displacement of residential or business occupants.

47. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (OSH ACT)

The CONTRACTOR shall comply with the Occupational Safety and Health Act of 1970 (OSH Act) as supplemented by the Department of Labor regulations. This Act created the Occupational Safety and Health Administration (OSHA). OSHA sets and enforces protective standards of safety and health in the workplace. Under the OSH Act, employers have a responsibility to provide a safe workplace.

Employers must comply with the 29 CFR 1910 General Obligations Clause of the OSH Act. This clause requires employers to maintain their workplaces free from serious recognized hazards. This includes the adoption of safety and health guidelines and the subsequent training of the employer's workforce in these.

CONTRACTORS whose Scope of Work includes construction activities must comply with the General Clauses, and also with provisions of 29 CFR 1926 "Construction Health and Safety Regulations". It shall be a condition of any contract for construction, alteration and/or repair, including painting and decorating, that no contractor or subcontractor for any part of the contract work shall require any worker or mechanic employed in the performance of the contract to work in an environment or in unhealthy, hazardous or dangerous working conditions to their health or safety.

END OF DOCUMENT



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

ATTACHMENT G

CONTRACTOR CERTIFICATION REQUIREMENT

TELECONTACTO-TELECONTACT, INC.

I. Contractor (or Subrecipient) Certification Requirement:

I, Ileana Agosto Correa, as General Manager of Telecontacto-Telecontact, Inc. hereby certify that the following information is correct to the best of my knowledge:

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1. The contractor will not use any subcontractors to perform this services under the contract.

2. Neither the contractor (or subrecipient) nor any of its owners¹, partners, directors, officials, or employees, has agreed to share or give a percentage of the contractor's (or subrecipient's) compensation under the contract² to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract.

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

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

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

¹ For purposes of this Certification, a contractor's "owner" shall mean any person or entity with more than a ten percent (10%) ownership interest in the contractor.

² As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

5. Neither the Contractor (or subrecipient), nor any of its owners, partners, directors, officials, or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation, or execution of the contract, in contravention of applicable law.
6. In compliance with Executive Order No. 2021-029 and CC 013-2021, the Contractor certifies as of the date hereof, that it is in a contractual relationship with the following entities of the Government of Puerto Rico: Health Department, Puerto Rico Aqueduct and Sewers Authority.⁴ The Contractor also certifies that said entities are all the entities of the Government of Puerto Rico with which they maintain a contractual relationship. In addition, the Contractor recognizes and accepts that omitting any information regarding any current contractual relationship with any governmental entity could result in the termination of this agreement if so, required by PRDOH.
7. Any incorrect, incomplete, or false statement made by the contractor's (or subrecipient's) representative as part of this certification shall cause the nullity of the proposed contract and the contractor (or subrecipient) must reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

The above certifications shall be signed under penalty of perjury by the Chief Executive Officer (or equivalent highest rank officer) in the following form:

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

By: Ileana Agosto-Camea
Position: General Manager

Signature: Ileana Agosto-Camea
Date: February-15-23

⁴ The Contractor is required to disclose the names of the entities of the Government of Puerto Rico with whom it has contracts until the Agreement is signed.



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

ATTACHMENT H

NON-CONFLICT OF INTEREST CERTIFICATION

TELECONTACTO-TELECONTACT, INC.

The CONTRACTOR certifies that:

1. No public servant of this executive agency has a pecuniary interest in this contract, subrecipient agreement, purchase, or commercial transaction.
2. No public servant of this executive agency has requested me or accepted from me, directly or indirectly, for him (her), for any member of his family unit or for any person, gifts, bonuses, favors, services, donations, loans or anything else of monetary value.
3. No public servant (s) requested or accepted any good of economic value, linked to this transaction, from any person of my entity as payment for performing the duties and responsibilities of their employment.
4. No public servant has requested from me, directly or indirectly, for him (her), for any member of his or her family unit, or for any other person, business, or entity, something of economic value, including gifts, loans, promises, favors or services in exchange for the performance of said public servant is influenced in my favor or of my entity.
5. I have no kinship relationship, within the fourth degree of consanguinity and second by affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.

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

Ileana Agosto Correa
Signature

Ileana Agosto Correa
Printed Name

February 9, 2023
Date

General Manager
Position











Call Center Agreement Part 1 of 2

Final Audit Report

2023-02-24

Created:	2023-02-21
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtHtI4uVIHOnnethP3ms9CHpMgYU7eS

"Call Center Agreement Part 1 of 2" History

-  Document created by Radames Comas Segarra (rcomas@vivienda.pr.gov)
2023-02-21 - 8:07:13 PM GMT
-  Document emailed to iagosto@telecontacto.com for signature
2023-02-21 - 8:14:11 PM GMT
-  Email viewed by iagosto@telecontacto.com
2023-02-22 - 5:25:30 PM GMT
-  Email viewed by iagosto@telecontacto.com
2023-02-24 - 8:43:57 PM GMT
-  Signer iagosto@telecontacto.com entered name at signing as Ileana Agosto Correa
2023-02-24 - 9:11:46 PM GMT
-  Document e-signed by Ileana Agosto Correa (iagosto@telecontacto.com)
Signature Date: 2023-02-24 - 9:11:48 PM GMT - Time Source: server
-  Document emailed to Ricardo Vazquez (rvazquez@vivienda.pr.gov) for signature
2023-02-24 - 9:11:52 PM GMT
-  Email viewed by Ricardo Vazquez (rvazquez@vivienda.pr.gov)
2023-02-24 - 9:13:45 PM GMT
-  Document e-signed by Ricardo Vazquez (rvazquez@vivienda.pr.gov)
Signature Date: 2023-02-24 - 9:22:20 PM GMT - Time Source: server
-  Agreement completed.
2023-02-24 - 9:22:20 PM GMT








Call Center Agreement Part 2 of 2

Final Audit Report

2023-02-24

Created:	2023-02-21
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0R5L8l3s3kT5qkygE1_8EeeerWH9uhuj

"Call Center Agreement Part 2 of 2" History

-  Document created by Radames Comas Segarra (rcomas@vivienda.pr.gov)
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-  Document emailed to iagosto@telecontacto.com for signature
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-  Email viewed by iagosto@telecontacto.com
2023-02-22 - 5:24:51 PM GMT
-  Email viewed by iagosto@telecontacto.com
2023-02-24 - 8:32:21 PM GMT
-  Signer iagosto@telecontacto.com entered name at signing as Ileana Agosto Correa
2023-02-24 - 8:43:28 PM GMT
-  Document e-signed by Ileana Agosto Correa (iagosto@telecontacto.com)
Signature Date: 2023-02-24 - 8:43:30 PM GMT - Time Source: server
-  Document emailed to Ricardo Vazquez (rvazquez@vivienda.pr.gov) for signature
2023-02-24 - 8:43:33 PM GMT
-  Email viewed by Ricardo Vazquez (rvazquez@vivienda.pr.gov)
2023-02-24 - 8:50:37 PM GMT
-  Document e-signed by Ricardo Vazquez (rvazquez@vivienda.pr.gov)
Signature Date: 2023-02-24 - 8:56:17 PM GMT - Time Source: server
-  Agreement completed.
2023-02-24 - 8:56:17 PM GMT



Adobe Acrobat Sign