



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

AGREEMENT FOR
CALL CENTER OPERATIONS SERVICES
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING AND
LINKACTIV, LLC.



THIS AGREEMENT FOR CALL CENTER OPERATIONS SERVICES, (hereinafter referred to as the "Agreement") is entered into in San Juan, Puerto Rico, this 16 of July 2019, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, PRDOH), a public agency created under Law No. 97 of June 10, 1972, as amended, 3 LPRA § 441 et seq., known as the Enabling Act of Department of Housing with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by Hon. Fernando A. Gil-Enseñat, lawyer, of legal age, married and resident of Guaynabo, Puerto Rico, in his capacity as Secretary of the PRDOH; and **LINKACTIV, LLC** (hereinafter, the "CONTRACTOR"), with principal offices in Amelia Industrial Park, Diana St., Lot # 18 and #19, Guaynabo, Puerto Rico, herein represented by Thelma I. López Morales, in her capacity as Authorized Representative, of legal age, married, and resident of San Juan, 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 municipalities. Hurricane María caused major structure and infrastructure damage to family homes, businesses and government facilities triggering the displacement of thousands of residents of the Island from their homes and jobs.

WHEREAS, under the Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017, signed into law September 8, 2017 (Pub. L. 115-56), \$1.5 billion were allocated by the U.S. Department of Housing and Urban Development (HUD) for disaster recovery assistance to the Government of Puerto Rico under the Community Development Block Grant – Disaster Recovery ("CDBG-DR"). These funds are intended to provide financial assistance to address unmet needs that arise and that are not covered by other sources of financial aid.

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

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

WHEREAS, on August 14, 2018, an additional allocation of \$8.22 billion for recovery was allocated to Puerto Rico under Federal Register, Vol. 83, No. 157 (83 FR 40314). With these allocations of funding, the PRDOH aims to lead a transparent, comprehensive recovery to benefit the residents of Puerto Rico. PRDOH holds accountability and is committed to the responsible, efficient, and transparent administration of CDBG-DR grant funding. On September 20, 2018, the Governor of Puerto Rico and the Secretary of HUD signed the Grant Agreement.

WHEREAS, the PRDOH is interested in contracting a Call Center Operations Services to assist in the PRDOH's objectives of strategic preparation and development of a broad range of CDBG-DR funded programs, allocated to Puerto Rico as a result of Hurricanes Irma and María. The Call Center Operations services firm must comply with the requirements of the Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56); the Privacy Act of 1974, as amended; the Freedom of Information Act, as amended; Section 208 of the E-Government Act, as amended; Section 508 of the Rehabilitation Act of 1973, as amended; Puerto Rico's Act No. 5 of December 8, 1955, as amended, known as "Puerto Rico Public Documents Administration Act"; and Puerto

Rico's Act No. 213-1996, as amended, known as "Puerto Rico Telecommunications Act of 1996"; along with any other federal and local telecommunications and privacy requirements. This firm must support PRDOH's objectives of ensuring compliance with all CDBG-DR, HUD and applicable federal and local requirements, rules and regulations, as well as with PRDOH's objectives of the Action Plan, as amended.

WHEREAS, on September 19, 2018, the PRDOH issued the Request for Proposals (RFP) No. CDBG-DR-RFP-2018-02 for the Call Center Operation Services with CDBG-DR funds. This RFP was placed through a public notice. Afterwards, PRDOH requested Quotations or Proposals from qualified Proposers therein registered. Through this procurement process, the PRDOH was able to reach two (2) qualified firms listed for their capacity and experience with federal grants to deliver qualified services.

WHEREAS, on October 16, 2018, CONTRACTOR submitted a proposal (hereinafter referred to as the "Proposal"), which fully complied with the requirements set forth by the PRDOH.¹

WHEREAS, the Evaluation Committee recommended CONTRACTOR as the qualified and most advantageous firm to perform the required services at a reasonable proposed cost (Attachment A) to assist PRDOH in the Puerto Rico's recovery efforts according to the award criteria established in the RFP.²

WHEREAS, the PRDOH desires to enter into an agreement with CONTRACTOR to secure its services and accepts the CONTRACTOR's Proposal and costs, and the CONTRACTOR, by its acceptance of the terms and conditions of this Agreement is ready, willing and able to provide the requested services contemplated under this Agreement, including the Proposal in Attachment B.

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

I. TYPE OF CONTRACT

Contract Type: This is a fixed fee and hourly contract. Under this Agreement, CONTRACTOR shall submit monthly invoices to the PRDOH based on the Cost Form (Attachment D) 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** Resolution of Award of the Bid Board of the PRDOH for the Call Center Operation services, CDBG-DR-RFP-2018- 02. Dated: April 29,2019
- Attachment B** Qualifications and Work Approach Proposal to the PRDOH for Call Center Operations Services under the CDBG-DR-RFP-2018-02. Dated: October 16, 2018
- Attachment C** Scope of Services
- Attachment D** Cost Form
- Attachment E** Insurance Requirements (DV-OSPA-78-5)
- Attachment F** HUD General Provisions

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

¹ LinkActiv, Inc. converted to LinkActiv, LLC on December 27, 2018, effective on the 31st of said month and year.

² Id.

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 in 15, July 2022.

B. **Contract Extensions:** PRDOH may, at its sole discretion, extend the Agreement's term for an additional term of twenty-four (24) months, or expressed in days, seven hundred and thirty (730) days upon mutual written agreement of the parties, and subject to funds availability.

C. The term of this Agreement shall not exceed a period of five (5) years, including options for renewal or extension.

III. SCOPE OF SERVICES

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

IV. COMPENSATION AND PAYMENT

A. The PRDOH agrees to pay the CONTRACTOR for allowable Services rendered under this Agreement in accordance with the rates and amounts described in Attachment D 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 **TWENTY MILLION AND FIVE HUNDRED AND FIFTY FIVE THOUSAND, FIFTEEN DOLLARS (\$20,555,015.00); Account Number: B-17-DM-72-0001 4190-10-000.**

C. Such payment shall be the compensation for all allowable services required, performed and accepted under this Agreement, included in Attachments B, C and D.

D. Any additional funds required 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. 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.

G. While providing the services under this Agreement, the CONTRACTOR must adhere to applicable requirements of the CDBG-DR grant. If the CONTRACTOR performs ineligible activities under the CDBG-DR grant or program, the CONTRACTOR cannot include them in the invoice for payment to the CONTRACTOR.

H. Termination for absence of payment. The CONTRACTOR may notify the intention to terminate this agreement through a written notice to PRDOH in case of absence of payment, and such payment is not received within a period of ninety (90)

Business Days' after the CONTRACTOR delivers said notice to the PRDOH reasonably detailing the services rendered that remain unpaid.

I. In order for the CONTRACTOR to receive payment for any work performed hereunder, the following certification must be included in each application for payment or invoice submitted to the PRDOH for payment:

"Under penalty of absolute nullity, I certify that no public servant of the government entity is a party to or has an interest of any kind in the profits or benefits to be obtained under the contract which is the basis of this invoice, and should it 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 products 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, either as amendment to this Agreement or as a separate agreement, prior to the issuance of a notice to proceed with the performance of such additional services.

VII. **OWNERSHIP AND USE OF DOCUMENTS**

A. With the exception of the CONTRACTOR'S working papers, the CONTRACTOR acknowledges the PRDOH's ownership of all information, drafts, documents, reports, papers and other materials developed and prepared by the CONTRACTOR, its agents or representatives, for purposes of performing key obligations hereunder. In the event of any termination, the CONTRACTOR shall deliver such information, drafts, reports, papers and other materials to the PRDOH, in document form or as computer program data, and the CONTRACTOR recognizes the PRDOH's right to request such documentation or computer program data. If the CONTRACTOR fails to deliver said information, the PRDOH may seek a judicial order to enforce its rights.

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

VIII. **DOCUMENTATION AND RECORDERKEEPING**

A. Records to be Maintained: The CONTRACTOR shall maintain records of the state and units of general local government, including supporting documentation, which shall be retained for the greater of five (5) years from closeout of the grant to the state, or the period required by other local applicable laws and regulations. Such records include but are not limited to: Records providing a full description of each activity undertaken; Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR program; Records required to determine the eligibility of activities; Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-DR assistance; Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG-DR program regulations; Financial records as required by 24 C.F.R. § 570.502,

and 2 C.F.R. part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and other records necessary to document compliance with this agreement, any other applicable Federal statutes and regulations, and the terms and conditions of PRDOH's Federal award.

B. Access to Records: The CONTRACTOR shall permit the PRDOH and auditors to have access to the CONTRACTOR'S records and financial statements as necessary for the PRDOH to meet its audit requirements under the Federal award.

C. Record Retention and Transmission of Records to the PRDOH: Prior to close out of this Agreement, the CONTRACTOR must transmit to the PRDOH records sufficient for the PRDOH to demonstrate that all costs under this Agreement met the requirements of the Federal award.

D. Contractor's Data and Privileged Information: The CONTRACTOR is required to maintain data demonstrating CONTRACTOR's eligibility for activities provided under this agreement. Such data may include, but not be limited to, CONTRACTOR's name, address, income level or other basis for determining eligibility, and description of activities provided.

IX. NON-DISCLOSURE AND CONFIDENTIALITY

A. Confidential Information; Definition: The term Confidential Information as used throughout this Section means any information concerning PRDOH operations and that of its CONTRACTOR (e.g., the projects, computer processing systems, object and source codes and other PRDOH business and financial affairs). The term Confidential Information shall also deem to include all notes, analysis, compilation, studies and interpretation or other documents prepared by CONTRACTOR, its agents or representatives, in connection with PRDOH operations. The term "Confidential Information" does not include information that (i) is now in or later publicly available or disclosed to the public through no wrongful act on the part of the CONTRACTOR, (ii) was in possession of the CONTRACTOR prior to receipt from the PRDOH, (iii) is or was independently developed by the CONTRACTOR without use of the PRDOH's confidential information, or (iv) must be disclosed pursuant to requirements of law or valid legal process.

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, subcontractor, 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 or copies of any documents that must be retained for record retention purposes.

D. Equitable Relief: The CONTRACTOR acknowledges and agrees that a breach of the provision of subparagraph B and C of this Section will cause the 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 the 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 the PRDOH by law, equity or otherwise.

X. TERMINATION

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

B. Termination for Convenience by the PRDOH: The PRDOH may terminate this Agreement, in whole or in part, whenever the PRDOH determines that such termination is necessary or convenient to the Agency. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a thirty (30) day notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination. PRDOH shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.

C. Termination by Unilateral Abandonment: The PRDOH will consider this Agreement immediately terminated, in the event that the CONTRACTOR unilaterally and without prior notice, chooses to abandon (in any shape, form or fashion) cease and desist in the specific performance of its general and particular duties and responsibilities as agreed in this Agreement. Upon the knowledge of such event, the PRDOH will not be held liable and will immediately, automatically and retroactively deduct from any future reimbursement, all funds from the day such unilateral abandonment took place. The PRDOH will not be compelled to continue the performance of the Agreement, should the CONTRACTOR breach the Agreement by unilateral abandonment. For the purposes of this Section, Abandonment shall mean that CONTRACTOR voluntarily and intentionally disavows its contractual duties in a manner that is overt and without question a relinquishment of said contractual duties.

D. Unilateral Termination: The PRDOH may terminate this Agreement, in whole or in part, at PRDOH's sole discretion, with or without cause, at any time. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a thirty (30) day notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination.

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

accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered up to and prior to the effective date of the suspension.

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

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

XI. PENALTIES AND LIQUIDATED DAMAGES

A. Penalties: In the event the CONTRACTOR is determined to have engaged in any proscribed conduct in connection the performance of its obligations under this Agreement 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 take certain actions against the CONTRACTOR for any default in accordance with Attachment C and this Section. Refer to Procurement Manual and Contract Requirements, Art. XII, Section 2(a), and all required provisions set forth at 2 C.F.R. § 200.326 and 24 C.F.R. § 570.489(g).

B. If the CONTRACTOR fails to comply with federal statutes, regulations or the terms and conditions of the Agreement, PRDOH may take one or more of the following actions:

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

C. Liquidated damages: Contractor shall pay to the PRDOH, as liquidated damages, ONE HUNDRED dollars (\$100) for each occurrence of a waiting time of more than eight (8) minutes for incoming calls. Said sum, in view of the difficulty of accurately ascertaining the loss which the PRDOH will suffer by reason of delay in the completion of the services hereby agreed upon, is fixed and agreed as the liquidated damages that the 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; nor the Contractor's obligation to indemnify the PRDOH pursuant to this Agreement; nor to any other remedy provided for in this Agreement or by Law. Liquidated damages may be assessed at the sole discretion of

the PRDOH. For the purpose of calculating such liquidated damages, a grace period of three (3) months 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.

XII. LIABILITY

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

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

XIII. INSURANCE

A. Required Coverage: The CONTRACTOR shall keep in force and effect for the period beginning from the execution of the Agreement and ending at the completion of all services to be provided hereunder, insurance policies in compliance with the PRDOH's requirements as set forth required in OSPA-78-5, attached hereto and made an integral part hereof as Attachment E.

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

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

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

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

i. 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 under this Agreement.

ii. To provide waiver of subrogation coverage for all insurance policies provided or herein in favor of PRDOH and its officers, agents and employees.

iii. The insurer shall be required to give PRDOH written notice at least ninety (90) days in advance of any cancellation or material change in any such policies.

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

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

Renewal Certificates of Insurance or such similar evidence is to be received by the Procurement Department prior to expiration of insurance coverage. At PRDOH's option, non-compliance will result in one or more of the following actions: (1) The PRDOH will purchase insurance on behalf of the CONTRACTOR and will charge back all cost to the CONTRACTOR; (2) all payments due the CONTRACTOR will be held until the CONTRACTOR has complied with the Agreement; and/or (3) The CONTRACTOR will be assessed Five Thousand Dollars (\$5,000.00) for every day of non-compliance.

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

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

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

XIV. **HOLD HARMLESS**

The CONTRACTOR and its affiliates, its successors and assignees agree to indemnify, and defend the PRDOH from any damages and/or losses which may be sustained by any third party and may be asserted against PRDOH arising out of any breach of this Agreement by the CONTRACTOR or against personal injuries or property damage resulting from any act of negligence or omission by the CONTRACTOR and its affiliates in connection with this Agreement.

XV. **FORCE MAJEURE**

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

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

XVI. **INDEPENDENT CONTRACTOR**

The relationship of the CONTRACTOR to PRDOH shall be that of an independent CONTRACTOR rendering professional services. Neither the CONTRACTOR nor any personnel of the CONTRACTOR shall have any authority to execute contracts or make

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

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

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

XVII. NOTICES

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

To: **PRDOH**

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

To: **CONTRACTOR**

Thelma I. López Morales Authorized
Representative LinkActiv, LLC
PO Box 366398
San Juan, PR 00936-6398



XVIII. THIRD PARTIES

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



XIX. SUBCONTRACTS

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

- B. Specific Requirements:** All subcontracts shall contain provisions specifying:
- i. That the work performed by the subcontractor be in accordance with the applicable terms of this Agreement between the PRDOH and CONTRACTOR;
 - ii. That nothing contained in such subcontract agreement shall impair the rights of the PRDOH;
 - iii. That nothing contained herein, or under this Agreement will create any contractual relation between the subcontractor and the PRDOH;
 - iv. That the subcontractor specifically agrees to be bound by the confidentiality provision regarding Personal Identifiable Information set forth in this Agreement;
 - v. That CONTRACTOR will be responsible for ensuring all subcontract work is performed consistent with federal and state regulations and/or policies to be eligible for reimbursement of the approved work; and
 - vi. All Federal flow down provisions are included in the subcontract agreement per Federal guidelines.

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

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

XX. SECTION 3 CLAUSE

A. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. part 135, which implements Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR'S commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

E. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled (1) after the CONTRACTOR is selected but

before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR'S obligations under 24 C.F.R. part 135.

F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

XXI. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS

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

A. Compliance with Executive Order 24: Pursuant to Executive Order 24 of June 18, 1991, the CONTRACTOR certifies and guarantees that at the signing of this Agreement it has filed all the necessary and required income tax returns to the Government of Puerto Rico for the last five (5) years. The CONTRACTOR further certifies that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Government of Puerto Rico. The CONTRACTOR shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONTRACTOR will be given a specific amount of time by the PRDOH to produce said documents. During the term of this Agreement, the CONTRACTOR agrees to pay and/or to remain current with any repayment plan agreed to by the CONTRACTOR with the Government of Puerto Rico, if any.

B. Compliance with Executive Order 52: Pursuant to Executive Order 52 of August 28, 1992, amending EO-1991-24, the CONTRACTOR certifies and warrants that it has made all payments required for unemployment benefits, workmen's compensation and social security for chauffeurs, whichever is applicable, or that in lieu thereof, has subscribed a payment plan in connection with any such unpaid items and is in full compliance with the terms thereof. The CONTRACTOR accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each and every contractor and subcontractor whose service the CONTRACTOR has secured in connection with the services to be rendered under this Agreement and shall forward evidence to PRDOH as to its compliance with this requirement.

C. Social Security and Income Tax Retentions: The CONTRACTOR will be responsible for rendering and paying the Federal Social Security and Income Tax Contributions for any amount owed as a result of the income from this Agreement.

D. Government of Puerto Rico Municipal Tax Collection Center (CRIM, for its Spanish acronym): The CONTRACTOR certifies and guarantees that at the signing of this Agreement it has no current debt with regards to property taxes that may be registered with the Government of Puerto Rico's Municipal Tax Collection Center. The CONTRACTOR further certifies to be current with the payment of any and all property taxes that are or were due to the Government of Puerto Rico. The CONTRACTOR shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONTRACTOR will deliver upon request any documentation requested under this clause as per request of PRDOH. During the Term of this Agreement, the CONTRACTOR agrees to pay and/or to remain current with any repayment plan agreed to by the CONTRACTOR with the Government of Puerto Rico with regards to its property taxes.

E. Income Tax 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.

F. Compliance with Article 1 of Act No. 48-2013, as amended, 3 L.P.R.A. § 8611, note: It is established that all contracts, except those granted to non-profit entities, for professional services, consultancy, advertising, training or guidance, granted by an agency, dependency or instrumentality of the Government of Puerto Rico, public corporation, as well as the Legislative Branch, the Office of the Comptroller, the Office of Ombudsman and the Judicial Branch, a special contribution will be imposed equivalent to one point five (1.5%) percent of the total amount of said contract, which will be destined to the General Fund.

G. Government of Puerto Rico's Agency for the Collection of Child Support (ASUME, for its Spanish acronym): The CONTRACTOR certifies and guarantees that at the signing of this Agreement that the CONTRACTOR nor any of its Partners, if applicable, have any debt or outstanding debt collection legal procedures with regards to child support payments that may be registered with the Government of Puerto Rico's Child Support Administration.

H. Department of State Certifications: 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.

I. Compliance with Act No. 168-2000, as amended, 8 L.P.R.A. § 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 L.P.R.A. § 1854 et seq.: The CONTRACTOR hereby certifies that in signing this Agreement it is in compliance with Act No. 1-2012, as amended, known as the "Puerto Rico Government Ethics Office Organic Act". In connection with the possibility of a conflict of interest, this Act stipulates that no employee or executive of the PRDOH, nor any member of his or her family unit (spouse, dependent children or other members of his/her household or any individual whose financial affairs are under the control of the employee) shall have any direct or indirect pecuniary interest in the services to be rendered under this Agreement, except as may be expressly authorized by the Governor of Puerto Rico in consultation with the Secretary of Treasury and the Secretary of Justice of the Government.

K. 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.

L. 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 terminate this Agreement null and void and the CONTRACTOR reimburse to PRDOH all moneys received under this Agreement.

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

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

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Forms-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

XXIII. EQUAL OPPORTUNITY

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

B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

C. When applicable, the CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented by the rules, regulations, and relevant orders of the United States Secretary of Labor.

E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or

federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (F) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

XXIV. **CLEAN AIR ACT**

A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The CONTRACTOR agrees to report each violation to the PRDOH and understands and agrees that the PRDOH will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, HUD, and the appropriate Environmental Protection Agency Regional Office.

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

XXV. **WATER POLLUTION CONTROL ACT**

A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

B. The CONTRACTOR agrees to report each violation to the PRDOH and understands and agrees that the PRDOH will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, HUD, and the appropriate Environmental Protection Agency Regional Office.

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

XXVI. **SUSPENSION AND DEBARMENT**

A. This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 3000. As such, the CONTRACTOR is required to verify that none of the subcontractors, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The CONTRACTOR must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by PRDOH. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C, in addition to remedies available to (name

of state agency serving as recipient and name of sub recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C throughout the period of this Agreement. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1. CONTRACTOR

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

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

XXVII. ACCESS TO RECORDS

A. The CONTRACTOR agrees to provide the Government of Puerto Rico, PRDOH, HUD's Secretary, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

XXVIII. COMPLIANCE WITH FEDERAL LAW, REGULATIONS & EXECUTIVE ORDERS

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

XXIX. NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

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

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

XXXI. BANKRUPTCY

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

XXXII. ENTIRE AGREEMENT

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

XXXIII. MODIFICATION OF AGREEMENT

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

XXXIV. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of PRDOH and the CONTRACTOR, their successors and assigns. The CONTRACTOR shall not assign this Agreement, in whole or in part, without the prior written consent of PRDOH, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.

XXXV. ASSIGNMENT OF RIGHTS

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

XXXVI. NON-WAIVER

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

XXXVII. GOVERNING LAW JURISDICTION

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

XXXVIII. SEVERABILITY

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

XXXIX. COUNTERPARTS

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

XL. ETHICS CLAUSE

According to Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, no employee or officer of PRDOH as well as any member of their families can have any interest in the earnings or benefits from this Agreement. CONTRACTOR also acknowledges receipt of the Ethics Code for Producers, Suppliers, and Applicants of Economic Incentives from the Government of Puerto Rico Agencies known in Spanish as "Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos del Gobierno de Puerto Rico".

XLI. CONFLICTS OF INTEREST

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

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

The CONTRACTOR agrees that if after award he or she discovers an organizational conflict of interest with respect to this Agreement, it shall make an immediate (within the next 72 hours) and full disclosure in writing to the Contracting Officer of the PRDOH, 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.

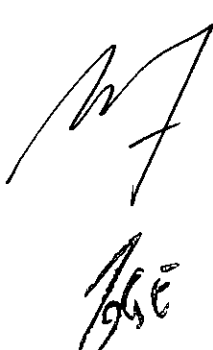
In the event the CONTRACTOR was aware of an organizational conflict of interest before the award of this Agreement and did not disclose the conflict to the Contracting Officer of the PRDOH may terminate the Agreement for default.

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

XLII. NON-CONVICTION

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

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

Handwritten signature and initials in black ink, located on the left side of the page. The signature appears to be 'M' and the initials 'JGE'.

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

XLIII. DRUG FREE WORKPLACE

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

XLIV. HEADINGS

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

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

XLVI. MEMORANDUM NO. 2017-001; CIRCULAR LETTER 141-17 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO)

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

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

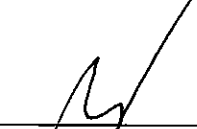
IN WITNESS THEREOF, the parties hereto execute this Agreement in the place and on the date first above written.

DEPARTMENT OF HOUSING



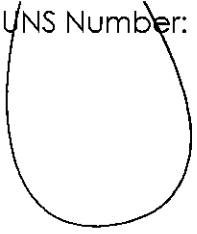
Fernando A. Gil-Enseñat, Esq
Secretary

LINKACTIV, LLC



Thelma J. López Morales
Authorized Representative

DUNS Number: 13-235-3827





GOVERNMENT OF PUERTO RICO
Department of Housing

Award Notice
REQUEST FOR PROPOSALS - CDBG-DR-RFP-2018-02
CALL CENTER OPERATIONS SERVICES

May 1, 2019

Tels. 787-641-0101
By e-mail: javier.aviles@linkactiv.com

Mrs. Thelma López
LinkActiv, Inc.
PO Box 366398
San Juan, Puerto Rico 00936-6338

Re: Request for Proposals, CDBG-DR-RFP-2018-02
Call Center Operations Services

Dear Mrs. López

On September 19, 2018, the Puerto Rico Department of Housing ("PRDOH") issued Request for Proposals ("RFP"), CDBG-DR-RFP-2018-02 for Call Center Operations Services ("RFP-2018-02"). The RFP sought to qualify and select the firm or professional to provide Call Center Operations services to assist in the PRDOH's objectives of strategic preparation and development of a broad range of CDBG-DR funded programs.

In response to RFP-2018-02, LinkActiv, Inc., submitted a Proposal to the PRDOH on October 16, 2018. The Bid Board, with quorum duly constituted, pursuant Article II, Section 1, (e) of the Procurement Manual and Contractual Requirements for CDBG-DR (CDBG-DR Manual), upon evaluation of the recommendation issued by the CDBG-DR Procurement Office regarding the RFP-2018-02, including the Evaluation Committee Report dated March 18, 2019, decided to award the RFP-2018-02 to LinkActiv, Inc., a responsive and responsible Proposer whose Proposal is the most advantageous to the PRDOH in terms of price and other evaluation factors, including qualifications and work approach set forth in the RFP-2018-02. **(Exhibit I)**.

In addition to LinkActiv, Inc.'s Proposal, the PRDOH received one more proposal for a total of two in response to the RFP. The Proposers who obtained a score greater than or equal to 84 points in the evaluation of their Qualifications and Work Approach were considered "Qualified". The two Proposers, Deval, LLC and LinkActiv, Inc., were

606 Barbosa Avenue, Building Juan C. Cordero Dávila, Río Piedras, PR 00918 | P.O. Box 21365 San Juan, PR 00928-1365
Tel: (787)274-2527 | www.vivienda.pr.gov



considered "Qualified" for the services. A summary of the results of the evaluation of each Proposal is shown in the table below:

Table 1: Proposals Evaluation Summary

Proposer No.	Proposer Name	Mandatory Req.	Qualification	Work Approach	Total Points	Qualified
1	Deval, LLC	Pass	69.33	43.16	112.49	Yes
2	LinkActiv, Inc.	Pass	61.83	28	89.83	Yes

Deval, LLC and LinkActiv, Inc. were scored using a Price per Point methodology as required by Section 8.4 of the RFP to determine the Proposer whose Proposal is most advantageous to the PRDOH. This methodology combines the technical and economic aspects of the Proposals to determine the Proposer whose Proposal is most advantageous to the PRDOH. Pursuant the terms of the RFP, "Qualified Proposer" with the lowest Price Per Point shall be recommended by the Evaluation Committee for award. In this case the lowest Price per Point was obtained by LinkActiv, Inc.

The table below presents the Price per Point obtained by each of the two (2) "Qualified Proposers":

Table 2: Qualified Proposer's Price Per Point

Proposer No.	Proposer Name	Total Proposal Cost	Total Technical Points	Price Per Point
1	Deval, LLC	\$34,337,104.00	112.49	\$305,245.83
2	LinkActiv, Inc.	\$20,555,015.00	89.83	\$228,821.27

The list of Proposers, which is attached hereto and made an integral part hereof as **Exhibit II**, details the names, addresses and contact information of all Proposers that submitted a Proposal in response to RFP-2018-02.

Any person, party or entity that considers itself having been adversely affected by an award determination of the Bid Board made under the provisions of the CDBG-DR Manual, may file a petition for reconsideration with the PRDOH Bid Review Board (Request for Reconsideration) within 20 days from the date on which a copy of the Award Notice was duly notified in accordance with Section 3.19 of Act 38-2017, as amended, Uniform Administrative Procedure Act of the Government of Puerto Rico. Simultaneously, with the filing of the Request for Reconsideration, said person, party or entity shall submit a copy of the Request to all the parties in the procedure and to the PRDOH. The Review

JS

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Board shall consider the motion for reconsideration within thirty (30) calendar days from the date of filing thereof, which term the Review Board may extend once for just cause for an additional period of fifteen (15) calendar days.

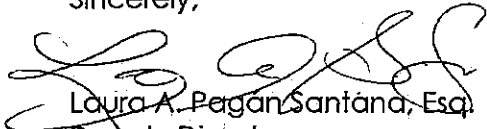
If the Review Board issues a decision on the motion for reconsideration, the term to file a request for judicial review before the Court of Appeals will begin as of the date of deposit of a copy of the corresponding notice with the U.S. Postal Service. If the Review Board does not issue a decision on the motion for reconsideration within the term allowed by law, the motion will be deemed denied as of right, and the term to file a request for judicial review will begin to run as of the date thereof, as provided in Section 3.19 of Act 38-2017.

An original and two copies of the motion for reconsideration shall be filed to the Secretary of the Review Board, and a copy thereof shall be filed with the Bid Board.

Any Respondent that considers itself adversely affected by this Notice or the determination of the Review Board on a request for reconsideration, may file a request for judicial review before the Court of Appeals within twenty (20) calendar days from the date of deposit of the corresponding notice with the U.S. Postal Service, or within twenty (20) days from the date of expiration of the term, hence deemed denied as of right, set forth in Section 4.2 of Act 38-2017.

This Award Notice does not represent a contract or constitute a contractual relationship between the PRDOH and your firm.

Sincerely,


Laura A. Pagan Santana, Esq.
Deputy Director
CDBG-DR Procurement Office

Attachments

cc:

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

Ms. Niurka E. Rivera Rivera

Mr. Omar Figueroa Vázquez, Esq.





Award Notice
CDBG-DR-RFP-2018-02
Call Center Operations Services
March 27, 2019
Page 4 of 4

Mr. José Torres Echevarría

Adalgisa Polanco
Secretary

I hereby certify that this notice of award was delivered to all Proposers listed in **Exhibit II**.

Receipt Number: **7004 2510 0007 0031 9694**





BID BOARD

**CALL CENTER OPERATIONS SERVICES
CDBG-DR-RFP-2018-02**

RESOLUTION OF AWARD

Date: April 29, 2019

Time: 4:22pm

The Bid Board of the Puerto Rico Department of Housing (the "Board") with quorum duly constituted, pursuant Article II, Section 1 (e) of the Regulation No. 9075 of February 26, 2019, on the Procurement Manual and Contractual Requirements for CDBG-DR (Regulation 9075), upon evaluation of the recommendation issued by the CDBG-DR Procurement Office regarding the process for the Call Center Operations Services under Request for Proposal No. CDBG-DR-RFP-2018-02 (RFP-2018-02), including the Evaluation Committee Report dated March 18, 2019, has decided to award the RFP-2018-02 to LinkActiv, Inc., a responsive and responsible Proposer; whose Proposal of \$20,555,015.00 for a 3-year contract term is the most advantageous to the Puerto Rico Department of Housing (PRDOH), in terms of price, qualifications and work approach set forth in the RFP-2018-02.

On September 19, 2018, the PRDOH issued the Request for Proposals No. CDBG-DR-RFP-2018-02 for Call Center Operations Services (the RFP). On October 16, 2018, the PRDOH's Procurement Office received two Proposals from Deval, LLC and LinkActiv, Inc.

The Evaluation Committee was appointed by the PRDOH to review, score and make recommendations to the Bid Board. They performed an evaluation of the Proposals based on the criteria stated in the RFP. The following criteria were considered as part of the evaluation:

- Mandatory Requirements (Pass/Fail) (Section 6.1 of the RFP)
- Qualifications (70 Points) (Section 6.2. of the RFP)
- Work Approach (50 Points) (Section 6.3. of the RFP), including Section 3 Plan (5 points) award.

Initial evaluation considered the Mandatory Requirements of the Proposals stated in Section 6.1 of the RFP, including Financial Requirements. Those Proposers whose



Proposals met the Mandatory Requirements were evaluated by the Evaluation Committee for Qualifications and Work Approach. To be considered "Qualified", Proposers need to obtain a score greater than or equal to 84 points in the evaluation of their Qualifications and Work Approach. Both Proposers, Deval, LLC and LinkActiv, Inc. were considered "Qualified" for the services. A summary of the results of the evaluation of each Proposal is shown in Table 1:

Table 1: Proposals Evaluation Summary

Proposer No.	Proposer Name	Mandatory Qualifications Req.	Qualifications Score	Work Approach	Total Technical Points	Qualified
1	Deval, LLC	Pass	69.33	43.16	112.49	Yes
2	LinkActiv, Inc.	Pass	61.83	28	89.83	Yes

Deval, LLC and LinkActiv, Inc. were scored using a Price per Point methodology as required by Section 8.4 of the RFP to determine the Proposer whose Proposal is most advantageous to the PRDOH. Pursuant the terms of the RFP, "Qualified Proposer" with the lowest Price per Point shall be recommended by the Evaluation Committee for award. In this case the lowest Price per Point was obtained by LinkActiv, Inc.

Table 2 summarizes the Price per Point obtained by each of the two "Qualified Proposers":

Table 2: Qualified Proposer's Price Per Point

Proposer No.	Proposer Name	Total Proposal Cost	Total Technical Points	Price Per Point
1	Deval, LLC	\$34,337,104.00	112.49	\$305,245.83
2	LinkActiv, Inc.	\$20,555,015.00	89.83	\$228,821.27

The PRDOH, prepared an Independent Cost Estimate (ICE), of the estimated costs of the services in the amount of \$24,890,128.20, the Finance Director certified the availability of funds.

A comparison of the offered prices was conducted in order to allow the PRDOH a price reasonableness determination. Table 3 shows an overall comparison of

Cost Proposals from the Proposers and the revised ICE, including personnel maximum cost for three years and cost associated with the Call Center Start-up and Maintenance:

Table 3: Overall comparison of Cost Proposals and the revised ICE

Item	ICE	Deval, LLC		LinkActiv, Inc	
		Cost	% Dif.	Cost	% Dif.
Hourly Rates (Labor)	\$23,860,080.00	\$32,719,104.00	37.13%	\$19,347,840.00	-18.91%
Other Costs	\$1,030,048.20	\$1,618,000.00	57.08%	\$1,207,175.00	17.20%
Total Cost	\$24,890,128.20	\$34,337,104.00	37.95%	\$20,555,015.00	-17.42%

LinkActiv, Inc. submitted a cost proposal of \$20,555,015.00. The Cost Proposal is 17% lower than the PRDOH ICE. The Procurement Office concluded that the proposed price is reasonable. According to its recommendation, LinkActiv, Inc. proposed hourly rates for personnel are lower than those assumed in the ICE, and do not represent any risk regarding payment as the rates are sufficient for the personnel being requested.

Evaluation Committee concluded the Proposer was successful in convincing through their Proposal that they are highly experienced, well-organized and have the capacity to assist in the PRDOH's objectives of strategic preparation and development of a broad range of CDBG-DR funded programs. LinkActiv, Inc. demonstrated that it understands the PRDOH's objectives for the services, as well that it has the technical knowledge, expertise, and qualified personnel to perform the services.

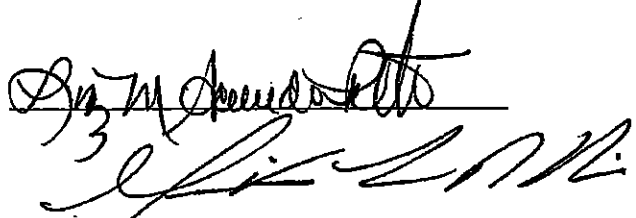
The Bid Board Resolution shall be notified to all persons or legal entities who submitted Proposals in response to the RFP-2018-02. The Award Notice shall indicate that any person, party or entity that considers itself having been adversely affected by an award determination of the Bid Board made under the provisions of the Regulation 9075, may file a petition for reconsideration with the Bid Review Board (Request for Reconsideration) within 20 days from the date on which a copy of the Award Notice was duly notified in accordance with Section 3.19 of Act 38-2017, Uniform Administrative Procedures Act of the Government of Puerto Rico. Simultaneously, with the filing of the Request for Reconsideration, said person, party or entity shall submit a copy of the Request to all the parties in the procedure and to the Puerto Rico Department of Housing (PRDOH). Alternatively, a petition for review may be filed before the Court of Appeals of Puerto Rico.

Two handwritten signatures are present in the bottom right corner of the page. The top signature is written in blue ink and appears to be 'JSE'. The bottom signature is written in black ink and is more stylized, possibly representing 'M' or 'J'.

The mere presentation of a Request for Reconsideration will not have the effect of halting the contested award. The Bid Review Board may or may not consider the Request for Reconsideration. The terms in relation to this action or lack of action, as well as its Judicial review, if any, shall be those established in Act 38-2017, *supra*.

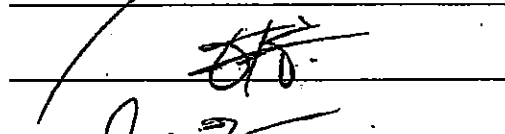
Signed by:

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

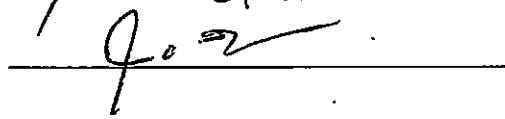


Ms. Niurka E. Rivera Rivera


Mr. Omar Figueroa Vázquez, Esq.



Mr. José Torres Echevarría



CERTIFICATION: I hereby certify that I have delivered the original of the Resolution to William G. Rios Maldonado, Esq., Procurement Director under CDBG-DR, on this 29 of April, 2019.



Adalgisa Polanco
Secretary, Bid Board





GOVERNMENT OF PUERTO RICO
Department of Housing

Community Development Block Grant – Disaster Recovery

REQUEST FOR PROPOSALS
CALL CENTER OPERATIONS SERVICES
CDBG-DR-RFP-2018-02

EXHIBIT II - LIST OF RESPONDENTS

No.	Proposer Name	Contact Name	Address	Email & Telephone No.
1	LinkActiv, Inc.	Mrs. Thelma López	PO Box 366398 San Juan, Puerto Rico 00936-6338	javier.aviles@linkactiv.com (787) 641-0101
2	Deval, LLC	Mrs. Deborah García-Grafcos	8230 Leesburg Pike Suite 600 Tysons Corner, Virginia 22182	dgarcia@deval.us (703) 962-1890

606 Barbosa Avenue, Building Juan C. Cordero Dávila, Río Piedras, PR 00918 | P.O. Box 21365 San Juan, PR 00928-1365
Tel: (787)274-2527 | www.vivienda.pr.gov

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LINKACTIV, INC.

**EXHIBIT A-2
QUALIFICATIONS AND WORK APPROACH
PROPOSAL**

To

PUERTO RICO DEPARTMENT OF HOUSING

For

**CALL CENTER OPERATIONS SERVICES
UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY
CDBG-DR-RFP-2018-02**

**RFP Issuance Date: September 19, 2018
Due Date to Submit Proposals: October 11, 2018**

LinkActiv, Inc.
Dennisse Diaz
PO Box 366398
San Juan, PR 00936-6398
787-641-0101 x4459
Dennisse.diaz@gtfpr.com

A handwritten signature in black ink, appearing to be 'DSE'.

A handwritten signature in black ink, appearing to be 'mf'.



GOVERNMENT OF PUERTO RICO

Department of Housing

EXHIBIT A-2
QUALIFICATIONS AND WORK APPROACH PROPOSAL CHECKLIST

Request for Proposals
Call Center Operations Services
Community Development Block Grant – Disaster Recovery
CDBG-DR-RFP-2018-02

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

Company Submitting is:

Proposer

First-Tier Subcontractor

Tab	Initials	First-Tier Sub. Applicability	Document Description
	D.D.M.		Company Cover Page
	D.D.M.		Proposal is bound into a single document using plastic comb or metal ring binders at the left margin of the page
	D.D.M.		One (1) original of the Proposal Three (3) physical copy of the Proposal One (1) electronic copy of the Proposal One (1) redacted copy of the Proposal (if applicable)
1	D.D.M.	✓	Exhibit A-2: Qualifications and Work Approach Proposal Checklist
2	D.D.M.	✓	Exhibit C: Statement of Qualifications
3	D.D.M.	✓	Company's Profile
4	D.D.M.	✓	Organizational Chart
5	D.D.M.	✓	Availability Chart
6	D.D.M.		Manager Résumé
7	D.D.M.		Supervisors Résumés
8	D.D.M.		Work Approach

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Tab	Initials	First-Tier Sub. Applicability	Document Description
9	DDM.	NA	First-Tier Subcontractors Information (if applicable)


Proposer's Signature

10/02/2018
Date

Dennisse Diaz Mercado
Proposer's Printed Name







EXHIBIT C
STATEMENT OF QUALIFICATIONS
Request for Proposals
Call Center Operations Services
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing
CDBG-DR-RFP-2018-02

Each Proposer and First-Tier Subcontractor, if applicable, shall submit a completed Statement of Qualifications Form. For First-Tier Subcontractors, only those items not explicitly identified as "Not Applicable to First-Tier Subcontractors" shall be completed. **Proposer must complete all items.**

1. Entity Data:

1.1. Proposer's / First-Tier Subcontractor's Identification:

<u>LinkActiv, Inc.</u> <small>(Legal Name)</small>	<u>1993</u> <small>(Year of Establishment)</small>	<u>660-505-713</u> <small>(Tax ID)</small>
<input type="checkbox"/> First Tier Subcontractor		<u>13-235-3827</u> <small>(D-U-N-S Number)</small>

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

<u>Thelma Lopez</u> <small>(Name)</small>	<u>CEO</u> <small>(Position)</small>
--	---

1.3. Physical Address:

<u>Amelia Industrial Park</u> <small>(Address Line 1)</small>			
<u>Diana St. Lot 20</u> <small>(Address Line 2)</small>			
<u>Guaynabo</u> <small>(City)</small>	<u>PR</u> <small>(State)</small>	<u>00968</u> <small>(Zip Code)</small>	

1.4. Mailing Address:

<u>PO Box 366398</u> <small>(Address Line 1)</small>			
<u>San Juan</u> <small>(City)</small>	<u>PR</u> <small>(State)</small>	<u>00936-6338</u> <small>(Zip Code)</small>	

1.5. Contact Information:

<u>787-641-0101</u> <small>(Telephone Number)</small>	<u>787-641-3905</u> <small>(Facsimile Number)</small>	<u>javier.aviles@linkactiv.com</u> <small>(Email Address)</small>
--	--	--

1.6. The Entity is a(n):

- Individual Partnership Other (Specify) _____
 Corporation Joint Venture

1.7. If a corporation, indicate all that apply:

- Publicly Held Privately Held Subsidiary

JAVIER AVILES
[Signature]

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

Name	Telephone	Email	Officer	Director	Member	Partner
María Luisa Ferré Rangel	787-641-0101	marialuisa.ferre@gfrpr.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Antonio Luis Ferré Rangel	787-641-0101	alferre@gfrpr.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
María Eugenia Ferré Rangel	787-641-0101	mariaeugenia.ferre@gfrpr.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maria Lorenza Ferré Rangel	787-641-0101	loren.ferre@gfrpr.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lic. Rafael Santiago Rosa	787-641-0101	rsantiago@mhlex.com	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lic. Josué A. Rodríguez	787-641-0101	jrodriguez@mhlex.com	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Firpo	787-641-0101	david.firpo@gfrpr.com	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Orlando Vázquez	787-641-0101	orlando.vazquez@gfrpr.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vilmarie Carrasquillo	787-922-2022	vcarrasquillo1@gmail.com	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Briefly describe the involvement of the officers, directors, members, and any partners for the project. (Not Applicable to First-Tier Subcontractors)

N/A

JSE

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2. Capacity to Provide Services:

- 2.1. **Brief History of the Firm:** Attach to this Statement of Qualifications the company's profile. See Tab 3
- 2.2. **Organizational Chart:** Attach to this Statement of Qualifications the Organizational Chart for the Services. See Tab 4
- 2.3. **Availability Chart:** Attach to this Statement of Qualifications the Availability Chart for the Services. See Tab 5
- 2.4. Has the Entity been involved in any criminal, civil, or administrative suits, actions, investigations, litigations, or proceedings that were commenced, pending, settled, threatened, resolved, or concluded during the five (5) year period prior to the date of the Proposal Due Date?

No

Yes (See Attachment _____)

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

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[Signature]

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

ID	Client Name	Work Description	Contract Amount	Project Duration (in Months)	Status	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1	Rising Phoenix	Tu Hogar Renace (Shelter & Temporary Emergency Program "STEP") - LinkActiv maintains a dedicated program/Team of 600 agents to perform the services of receiving and handling the intake of all applicant for the STEP Program's calls. There are agents dedicated to handle calls, supervisors to support the dedicated agents, and a manager to support the dedicated supervisors. LinkActiv's agents provide call support for incoming registrations to the STEP program, as well as other processes such as complaints, scheduling, outreach, and documentation. LinkActiv also provides staff for Case Manager duties within the program. There are In-house Case Managers that work mainly from the Call Center and In-Field Case Managers, that are assigned to Disaster Recovery Centers in different locations throughout Puerto Rico.	\$10.4mm	12	Active	12/31/2018	Inbound Call Center	Andre LeBlanc	225-284-9149
2	Vanguard	When a disaster of significant magnitude strikes the USA and Vanguard is awarded with a contract to provide complete and compliant Disaster Home Inspection under FEMA's Housing Inspection Services (HIS) program. Vanguard rely in LinkActiv to help with Call Center services to support with backoffice process, designed to assist and process in a timely manner Inspector daily expenses.	\$500k	12	Active	9/30/2019	IB/BackOffice	Chris Walker	985-789-2770
3	T-Mobile PR/USA	Dedicated team of 75 agents to handle over 75k calls per month. Telesales inbound channel for the PR and USA Hispanic Market that operate 7 days a week from 7:00am to 3:00am	\$2.5mm	156	Active	11/30/2019	IB/OB/CHAT/Mailing	Jose Delros	787-460-8191
4	Cloud5	Dedicated team of 100 agents to handle over 80k calls per month. Inbound Channel in the Hospitality Industry. Works 7 days a week from 6:00am to 3:00am	\$1.5MM	36	Active	1/31/2020	IB/Chat	Lionel Riley	506-851-9984
5	OrientalBank	Dedicated Team of 45 agents to handle over 50k monthly calls. Very regulatory industry, LinkActiv comply with SAE 18 and PCI certifications. Monday to Saturday from 8:00am to 9:00pm	\$960k	12	Active	9/30/2019	IB/Collections/OB/Chat	Rene Colon	787-630-4122

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6	Triple-S	Dedicated Team of 150 agents to handle over 90k calls monthly. Very Regulatory industry by CMS (Federal Entity) URAC Certified. 7 days a week from 8:00am to 9:00pm.	\$2.5MM	84	Active	12/31/2019	IB/OB/Chat	Nanette Dumont	787-749-4949
7	Assurant Solutions	Dedicated team of 60 agents to handle over 50k monthly calls. Retentions, Client Service and claims line, work 7 days a week 8:00am to 8:00pm.	\$600k	36	Active	5/31/2020	IB/OB/surveys	Saribel Ferrera	787-408-7401
8									
9									
10									

True

JDH

Proposer's Initials: D.D.M.

2.6. Previous Projects and Contracts for that Qualify the Entity to Develop and Implement the Project (Include additional sheets of this table if necessary).

ID	Client Name	Work Description	Contract Amount	Project Duration (In Months)	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1	Rising Phoenix	TU Hogar Renace (Shelter & Temporary Emergency Program "STEP") - LinkActiv maintains a dedicated program/team of 600 agents to perform the services of receiving and handling the intake of all applicant for the STEP Program's calls. There are agents dedicated to handle calls, supervisors to support the dedicated agents, and a manager to support the dedicated supervisors. LinkActiv's agents provide call support for incoming registrations to the STEP program, as well as other processes such as complaints, scheduling, outreach, and documentation. LinkActiv also provides staff for Case Manager duties within the program. There are In-house Case Managers that work mainly from the Call Center and In-Field Case Managers, that are assigned to Disaster Recovery Centers in different locations throughout Puerto Rico.	10.4MM	12	12/31/2018	Inbound Call Center. Year to Day we had handled over 600k calls	Andre Leblanc	225-284-9149
2	Vanguard	When a disaster of significant magnitude strikes the USA and Vanguard is awarded with a contract to provide complete and compliant Disaster Home Inspection under FEMA's Housing Inspection Services (HIS) program. Vanguard rely in LinkActiv to help with Call Center services to support with backoffice process, designed to assist and process in a timely manner inspector daily expenses.	\$500	12	9/30/2019	Inbound Calls/BackOffice	Chris Walker	985-789-2770
3	Medicaid Program-PR dept of Health	Dedicated/secured Customer service unit to handle over 100k monthly calls and or pre-screening requests	\$4MM	60	7/20/2017	IB/OB Call Center, Mailing Services	Luz Cruz Romero	787-765-2929 ext.6712 / 6713
4								
5								

[Handwritten signatures]

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

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

Position	Resource Name	Education	Years of Experience	Contact Information
Manager	Javier Aviles	BBA	20	(See résumé in Tab 6)
Supervisor	Eduardo Guardiola	BBA	15	(See résumé in Tab 7)
Supervisor	Cesar Cedano	BBA	8	(See résumé in Tab 7)
Supervisor	Minerva Acevedo	BBA	8	(See résumé in Tab 7)
Supervisor	Cristina Perez	BBA	6	(See résumé in Tab 7)

[Handwritten signatures]

Proposer's Initials: J.D.M.

3.2. **References:** Provide at least three (3) separate references and contact information of past or current clients, preferably public entities.

Name	Email	Phone Number	Relation
Andrew LeBlanc	aleblanc@tidalbasingroup.com	225-284-9149	Client-Rising Phoenix
Luz Cruz Romero	Luz.cruz@salud.pr.gov	787 765 2929 ext.6712 / 6713	Client - Medicaid
Saibel Ferreras	saibel.ferreras@assurant.com	787 765-2929 ext.6712 / 6713	Client Assurant

4. **Acknowledgement of Addenda (Not Applicable to First-Tier Subcontractors)**

4.1. The Proposer hereby acknowledges the receipt of the following Addenda:

Addendum No.	Date Issued	Addendum No.	Date Issued

J.D.M.
MJ

Proposer's Initials: D.B.M.

5. Under Oath Certification:

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

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

In witness thereof, the Proposer has executed this Statement of Qualifications this 2nd day of October, 2018.

If Entity is an individual:

(Signature of Individual)

(Printed Name of Individual)

(Address Line 1)

(Address Line 2)

(City)

(State)

(Zip Code)

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

(Printed Name of Firm)

By:

(Authorized Representative's Signature)

(Printed Name of Authorized Representative)

(Address Line 1)

(Address Line 2)

(City)

(State)

(Zip Code)

[Handwritten Signature]

[Handwritten Signature]

Proposer's Initials: D.D.H.

If Entity is a partnership or joint venture:

(Printed Name of Partnership or Joint Venture)

By: _____
(Signature of General Partner)

(Printed Name of General Partner)

(Address Line 1)

(Address Line 2)

(City) (State) (Zip Code)

If Entity is a corporation:

Linkactiv, Inc.
(Printed Name of Corporation)

Amelia Industrial Park
(Corporate Address Line 1)

Diana St. Lot 20
(Corporate Address Line 2)

Guaynabo PR 00968
(City) (State) (Zip Code)

By: [Signature]
(Signature of Officer)

David Firpo
(Printed Name of Officer)

Treasurer
(Title of Officer)

Attest: [Signature]
(Secretary)

[CORPORATE SEAL]



(Jurisdiction of Incorporation)

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▼ 787.641.0101
▲ 787.641.3905
✉ linkactiv.com
■ PO Box 366398
San Juan, PR 00936-6398

Company Profile - LinkActiv

General facts

1. Name of Company
 - a. LinkActiv, Inc.
2. Holding Company
 - a. Grupo Ferré-Rangel
 - b. www.grupoferrerangel.com/home/
3. Number of employees
 - a. 1,000
4. Employer Social Security Number
 - a. 660-505-713
5. Physical & Postal Address
 - a. Amelia Industrial Park 20 Calle Diana, Guaynabo, PR 00968 PO Box 366398, San Juan PR 00936-6398
6. LinkActiv contact for proposal matters
 - a. Dennisse Diaz - dennisse.diaz@gfrpr.com
 - b. Javier Aviles - javier.aviles@linkactiv.com
7. Ratio part-time/full-time
 - a. 70/30
8. Ratio of employee with higher end (bachelors or higher)
 - a. 30%
9. Total years' operating as a company in Puerto Rico
 - a. 25 years

LinkActiv contact information:

Web: www.linkactiv.com Tel- 787-641-5400
Fax - 787-641-3905
PO BOX 366398
San Juan, PR 00936-6398

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Summary of relevant information

LinkActiv, founded in 1993 is a full-service bilingual, bi-cultural direct marketing company servicing Puerto Rico, USA and Canada, primarily focused in the development and execution of interactive, personalized marketing strategies and managing relationships with customers in a multichannel communication structure.

As part of Grupo Ferré Rangel, the main group of media, information and communication services in Puerto Rico, clients from a wide range of industries have benefited from our expertise and resources. As a family-owned company with a multi-talented leadership team, we are guided by a commitment to entrepreneurship.

As business partners, we provide carefully crafted solutions and high-quality bilingual-bicultural customer engagement services; utilizing 25 years of industry experience to deliver a service solution with inherent cost advantages to attain unparalleled client ROI

We are a premier international designer and supplier of Contact Center, Data & Intelligence Management, Fulfillment, Mailing and Industrial Commercial Printing services.

**We are the #1
Customer
Engagement
Solutions
Provider in
Puerto Rico**



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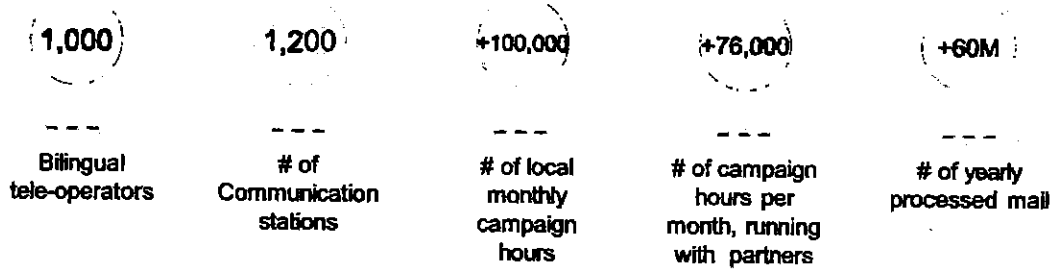


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LinkActiv provides services to entities in the following industries:

- Financial and Banking Services
- Telecommunications
- Consumer Goods
- Automotive
- Government
- Insurance
- Utilities
- Pharmaceutical
- Emergency Management

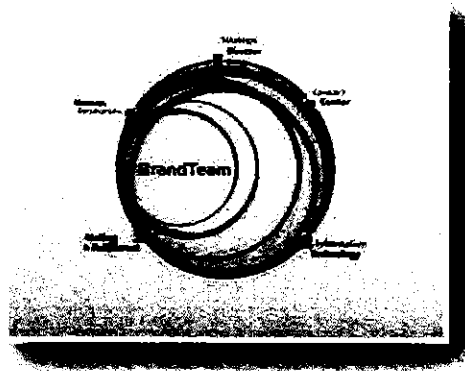
Our Business Footprint:



4
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LinkActiv's unique attributes:

A. Account team - "BrandTeam" – A multidisciplinary team where each resource performs tasks relating to its area, but in line with the brand, objectives and expectations of the customer. Acknowledging that each solution for each customer is different in its characteristics and service needs, the responsibilities are executed to attain optimal solutions for each client. Every LinkActiv customer is assigned with a structure as shown in the image below:



B. Synchronized multichannel execution: One voice, multiple channels - to maximize the effectiveness of resources, LinkActiv runs an idea (strategic objectives of the project) through different communication channels. We are the only provider in PR with the ability to run simultaneous and coordinated efforts in all channels of direct communication.

5 *[Signature]*
[Signature]



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- C. All services under one roof - The unique service feature of LinkActiv's all under one roof approach, promotes a larger return on the client's investment (ROI) in relation to the services provided by LinkActiv, by providing a more solid level of service, as well as contact strategies focused on the client, which can be managed with high quality and a single focus. This approach improves outcomes for:
- a. Client acquisition
 - b. Client loyalty and retention
 - c. Sales
 - d. Lower operation costs

Some of the qualities that make us leaders in the market of contact center in PR are:

- Strong capabilities of providing customized and effective solutions and products, based and developed on the specific needs of each customer
- Last generation contact center multimedia technology (telephone, e-mail, chat, social networks, printing and sending of mail pieces in demand)
- Remote monitoring systems
- Real-time Internet reporting
- Quality Control Department focused on customer process adherence and client satisfaction
- Low staff turnover (below 10%)
- Safe and ready-to-recover facilities (no more than 72 hours) in case of disaster

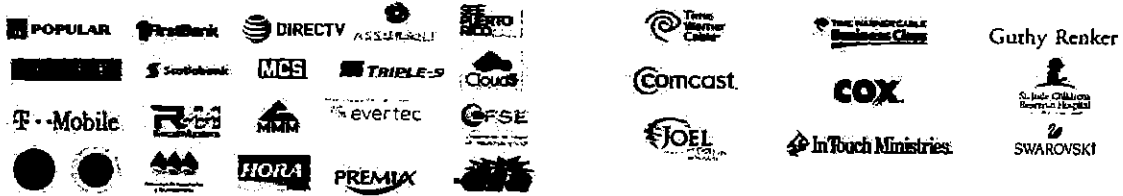
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LinkActiv Experience

- LinkActiv has 25 years of experience managing projects of comparable size and sensitivity.



Customers we serve under partnerships

LinkActiv relevant qualifications


- **SSAE18** -LinkActiv is certified as an entity that meets the standards of the SSAE18 standard (previously SAS70). This certification, product of a rigorous process of a 3rd party audit, ensures that LinkActiv operates under the strictest standards of process compliance and information security.
 - Use of the proper protocols to process sensitive and/or confidential customer data.
 - Definitive proof that the necessary controls follow safety standards at large such as FERPA, HIPAA, SOX and GLBA business service levels
 - Certification that the data is accessible to authorized personnel only when necessary.
- **PCI** -Certification issued by the payment card industry that ensures that LinkActiv complies with the highest standards of protection of electronic transaction data

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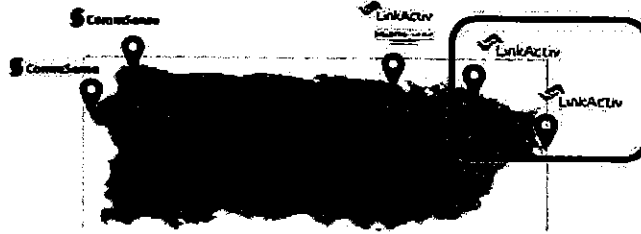
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- **Safe and fast-recovery installations.** LinkActiv has bunker-type facilities, designed with business continuity in mind.
 - **Multiple redundant data and telephony paths**
 - ATT
 - 100MB internet
 - 437 telephonyports
 - WorldNet
 - 30MB Internet
 - 184 telephonyports
 - Claro
 - 69 Telephonyports
 - Neptune
 - 100MB Wireless Internet
 - **Entire network and computers are protected by enterprise-level UPS**
 - Building 1-80KVA
 - Building 2-50KVA
 - **Data Center**
 - 30KVA dedicated to the data center
 - **AVAYA technology (telephone box) that provides tools and a greater capacity for redundancy.**
 - **Physical structure, "bunker type", in non-flood zone**
 - **3 Private cisterns of drinking water**
 - **Four (4) power generators, capable of providing energy for several weeks if necessary**
 - Onan - Industrial Grade - 2 generators work and 2 rest, alternating in cycles of 12 hours
 - **24/7 security in both the operational facilities and company-owned parking lots**

8 



- Additionally..... LinkActiv is expanding:
 - 2 additional facilities, located in the east area of the island, which will have the same resilience and constitute as alternatives for redundancy services.



- The one located further east, in the town of Ceiba, LinkActiv North America, will exclusively export services for clients from mainland US.
 - From what used to be the former Naval Base of Roosevelt Roads
- New facilities will provide access and work opportunity to additional bilingual human resources located on the north east & east side of the island.
 - The lighter the shade, the more bilingual households are present



(Source: American Community Survey 2016 - US Census Bureau)

9

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Our proposal considers providing a dedicated atmosphere and 100% seating capacity for service agents and supervisors.

Call center facilities are equipped with all furniture, computers, telecommunications and monitoring equipment needed to manage the call center.

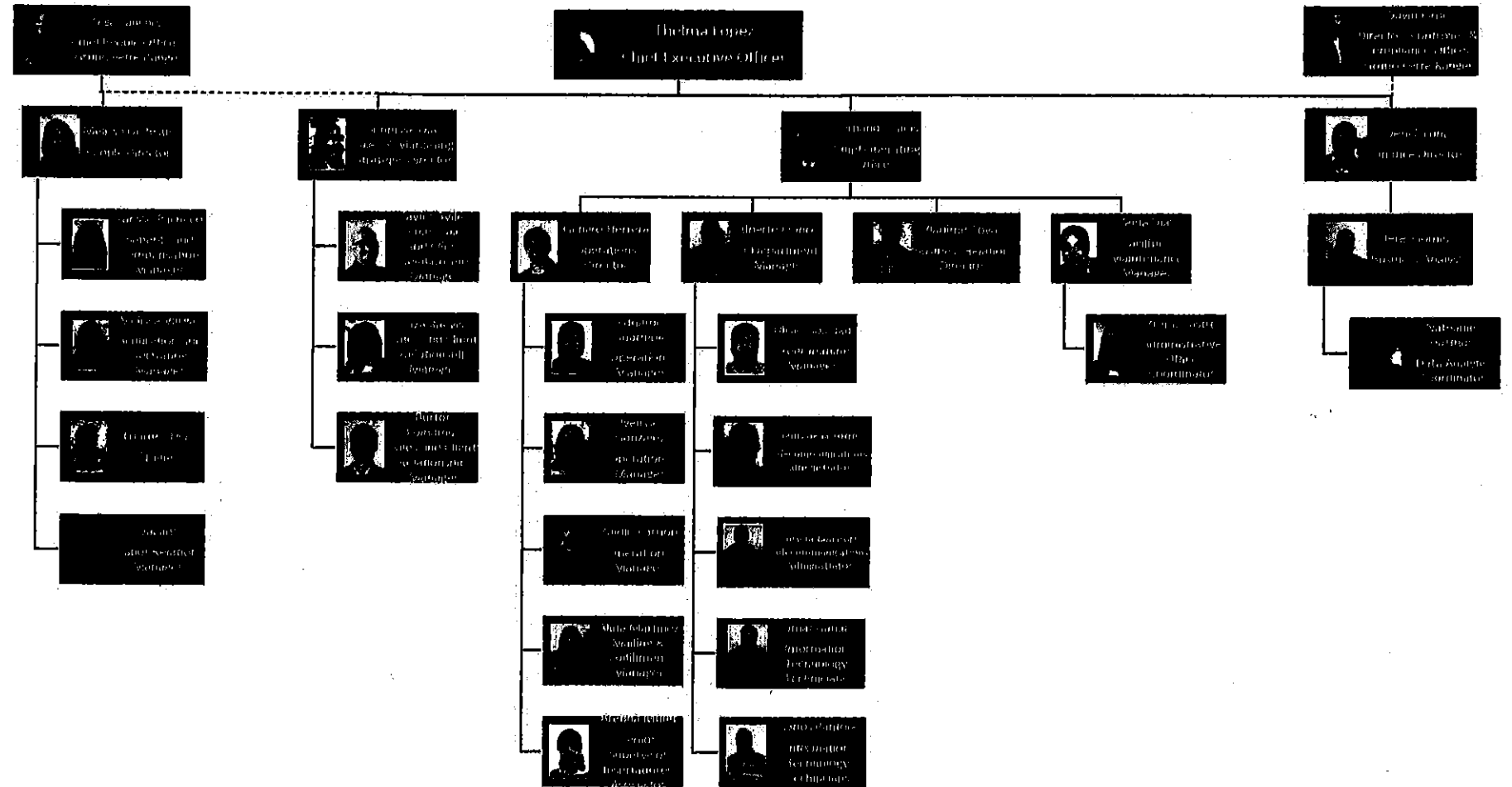
Benefits of the LinkActiv solution

- Dedicated resources with vast experience in customer service management
- Proven track record of providing consistent results to clients in public and private entities
- Fast and efficient implementation
- Safe and fast Recovery Installations

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Customer Engagement Division Organizational Chart As of October 2018



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 [Signature 2]

D.D.M.

Project: Dept of Housing / CDBG-DR-RFQ-2018-02

Checkpoint Meetings
Project Managers

Every Tuesday & Thursday
LinkActiv - tbd
Dept of Housing - tbd

Legend:
Not Started
In Process
Delayed

Description	Responsible		Start	End	Status
	LinkActiv	Dept of Housing			
Kickoff and Setup					
- Project Planning					
Communicate Decision Date		Dept of Housing			
Notice of award	29-Oct	Javier Aviles			
Final Contract	8 Nov	Javier Aviles			
Initial Kick-off Meeting	DAY 1	LinkActiv Team			
Scripts Specification Requirement		Javier Aviles			
Report Requirement Analysis (5 days)		Javier Aviles			
IT Requirements		Alberto Franco			
Training Planning with Dept of Housing		Melissa de Jesus			
Pre-Check Training Modules		Melissa de Jesus			
Recruit, Training and Setup					
- New Hire Process		Melissa de Jesus			
New Hires Recruiting		Melissa de Jesus			
New Hires Training		Melissa de Jesus			
LinkActiv Basic Training		LinkActiv Trainer			
Dept of Housing Training		LinkActiv CSRs			
Supervisor/OA Coaching & Mentoring Training		Sups/QA			
- Infrastructure Provisioning		Alberto Franco			
Circuits Configuration and Testing		Alberto Franco			
Dept of Housing Applications Installation and Test		Alberto Franco			
Platforms Test in Pre-Production		Alberto Franco			
Start Up Date					
- On the Job Training		Lourdes Martinez			
- Campaign Setup		Eduardo Guardiola			
Scripts Analysis and Design		Ulises Soledad			
Report Building and Validation		Alfredo Agosto			
Softphone Development and Testing		Ulises Soledad			
ACD Configuration and Setup		Alberto Franco			
Client Station / Setup Remote Access		Alberto Franco			
- Project Launch		LinkActiv Team			

LinkActiv will be up and ready to start 5 days after the signing of the contract as per requested in the RFP

- Client
- IT Task
- HR Task
- Op's Task
- Launch Date

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LinkActiv - Project Management Team**1. Javier Aviles – Senior Sales & Client Relationship Manager****EXPERTISE: Partnerships | Customized Services | Profitability**

- Javier provides personalized communications solutions to businesses looking to satisfy customer inquiries and product information. His mission is to create strong partnerships and enable consumer experiences that build loyalty, enduring relationships and long-term profitability.
- During his 14 years as Sales & Marketing Manager in the Call Center industry he has provided services to diverse fields including telecommunications, banking, insurance, governmental and retail entities.
- Javier studied at the Inter American University of Puerto Rico where he earned a BBA with a Major in Marketing.



LinkActiv - Project Management Team**1. Genaro Herrera dos Reis - Operations Director****EXPERTISE: Operations Management | Account Development | Team Building | Performance**

- Genaro has over 20 years of professional experience, of which 15 have been in the Contact Center Industry, Genaro has implemented his considerable knowledge in operations management, leadership, resource development and implementation of business strategies towards building market share and increasing revenues. He has strived to achieve greater customer satisfaction indexes while performing cost reduction initiatives and implementing tools that promote organization-wide efficiency and productivity.
- He received degrees in Systems & Information Services and Electronic Engineering from the Ricardo Palma University in Lima, Peru and a Master's Degree in Business Administration from the University Puerto Rico.



EDUARDO R. GUARDIOLA

Urb. Rolling Hills P-335 calle Lima, Carolina PR 00987
(787) 554-7060 edguardiola@gmail.com

PROFESSIONAL SUMMARY

Results-oriented professional with vast experience successfully leading contact center, sales, and customer service teams in the Healthcare, Banking, Insurance, and Communication industries. Participatory management style, with proven track record for achieving high team results in productivity, quality, enthusiasm, and overall performance. Excellent presentation, negotiation, and client relationship maintenance skills.

STRENGTHS

Call Center Expertise: Many years of experience in Call/Contact Center environment, including managing operations, selection, training, evaluation, supervision of representatives and supervisors, all aspects of campaign design, adherence to key performance indicators, as well as developing and maintaining client relationship and budget guidelines.

Supervisory/Managerial skills: Proven solid experience successfully supervising and managing Customer Service, Sales, and Operations personnel in the Banking, Insurance, Healthcare, and Communications industries.

Trainer/Facilitator: Expertise in the development and facilitation of Customer Service, Sales, and Professional development trainings from small to large group settings.

Communication: Fully bilingual in English and Spanish, both written and spoken.

Computer Expertise: Technical proficiency in all MS Office Programs. Working knowledge and experience with multiple Call Center software.

PROFESSIONAL EXPERIENCE

LinkActiv, Guaynabo, PR

2010 – Present

Operations & Client Relationship Manager

- Oversee and manage multiple customer service and sales campaigns, for local and US markets, for clients such as Puerto Rico Medicaid Program, Puerto Rico Water Authority, Claro, Puerto Rico Department of Treasury, and Time Warner Cable/Comcast.
- Assure adherence to productivity and quality metrics to make sure contracted service levels as well as financial and budget targets are consistently met for each campaign.
- Directly supervise contact center supervisors with responsibility for over 200 sales and customer service representatives
- Maintain an effective relationship with clients, through participation in client meetings and presentation of strategy plans and results in monthly or quarterly reviews.



Catalyst PRx; San Juan, PR

2009 – 2010

Prior Authorization Supervisor

- Managed the prior authorization team in San Juan, PR and Fort Lauderdale, FL teams to ensure that review of requests were completed within turn-around time restrictions.
- Supervised Prior Authorization Pharmacy Technicians, completed performance reviews, and assisted with on-going training regarding procedure changes.
- Worked closely with Clinical Pharmacists on analyzing and identifying all possible ways to improve efficiency.

BFI of Puerto Rico, Inc./Allied Waste Services; Cataño, PR

2007 – 2008

Customer Service Manager

- Managed Customer Service for all Puerto Rico divisions.
- Developed marketing and retention plans and strategies

Guardiola~Díaz Agency; San Juan, PR

2003 – 2007

Broker and Marketing Manager

- Managed sales force positioned within banking institutions to offer mortgages insurance products during closing process.
- In charge of marketing and telemarketing projects focusing on sales, prospecting, lead generation, client satisfaction, and cross-marketing.

Assurant Solutions; San Juan, PR

1999 – 2003

Customer Service Supervisor

- Managed Customer Service inbound Call Center and walk-in customers, handling sales, product inquiries, and customer complaints.

Cooperativa de Seguros Múltiples; San Juan, PR

1998 – 1999

Call Center Coordinator

- Managed and evaluated the in-house Call Center and Outsourcing operations (*TeleSeguros Múltiples – 24-hours, 7 days a week*) where various Customer Service and Telemarketing campaigns were conducted simultaneously.
- Overlooked all Customer Service related matters for the Central Office and 15 regional branches.

EDUCATION

Master's degree in Marriage and Family Counseling

University of Phoenix, Guaynabo, PR

Bachelor of Arts with a major in Psychology

University of Michigan, Ann Arbor, MI

BlE
MJ

CRISTINA PÉREZ FLORES

OBJECTIVE

Throughout my effort and performance it is my purpose to expand and put into practice all that I have learned in my previous jobs, so that I can acquire the necessary experiences and skills to professionally grow while being able to provide the suitable work that will help improve and further the company's vision.

EXPERIENCES

Feb 2012-Present LinkActiv Guaynabo, PR

Operations Supervisor

- In charge of making sure that the goals and statistics of each campaign are being reached and maintained.
- Completing some of the performance reports that are submitted on a daily or monthly basis to the clients.
- Keeping a positive and respectful morale among the group of representatives by constantly monitoring and coaching them.

2009-2012 LinkActiv Guaynabo, PR

Customer Service Representative - Backoffice

- Worked for the Puerto Rico Tourism Company Campaign from March 2009 until January 2010.
- Primarily in charge of keeping the Company's advertising and customer service e-mail account up to date, among various other things.
- Worked as an Insurance Claims Analyst for the Assurant Solutions Campaign since February 2010.
- After September 2011, started providing administrative support to the supervisors as well as the customer service representatives.

2007 Clínica de Asistencia Legal (PUCPR) Ponce, PR

Student - Lawyer

- Offering of legal aid and counseling to our community citizens who could not afford to pay for any adequate professional legal service or advice in regards to their civil claims.

2000-2004 Centro de Estudios Ciberneticos (UIPR) Ponce, PR

Student Services Assistant

- Community orientations regarding the University's academic offers.
- Students recruitment.
- Processing of Federal Student Aid applications.
- Individualized student orientations.
- Administration and supervision of students taking tests offered via internet.



EDUCATION

-
- | | | |
|-----------|--|-----------|
| 2004-2007 | PUCPR Escuela de Derecho | Ponce, PR |
| ▪ | ▪ Juris Doctor | |
| 2000-2004 | Universidad Interamericana de P.R. | Ponce, PR |
| ▪ | ▪ B.A. - Criminal Justice (Criminal investigation) | |
| ▪ | ▪ Magna Cum Laude graduate. | |

SKILLS

-
- Fully bilingual (English and Spanish)
 - Knowledgeable on Microsoft Office Programs.
 - Typing speed : 80 words per minute

REFERENCES

References will be available upon request.

CEL. (787) 525-9129 • E-MAIL CRISTINAPP.05@GMAIL.COM
URB. EL VEDADO 233 CALLE ALMIRANTE PINZON • SAN JUAN, PUERTO RICO 00918



César W. Cedano Brea

cwilliamcedano@gmail.com • 787 408-0555 • 22 Ave San Ignacio Apt 106 Guaynabo PR 00969

Education

BA in Humanities, May 2009 (Magna Cum Laude)
University of Puerto Rico, Rio Piedra's Campus, San Juan, PR
Major: Pre-Law
Minor: English Literature

Employment Experience

LinkActiv

(October 2013 - Present)

Operations Supervisor (T-Mobile, STEP/Tu Hogar Renace), September 2017 - Present

Establish performance parameters and gauge employee's personal targets, while monitoring staff's performance and coaching them to motivate improvements. Developing measures to motivate employees and undertake office management. Oversee the implementation of productivity procedures, goals and objectives within the company and how these are being met. Institute ways of improving the work environment, identifying employee's strengths to maximize their productivity and identifying said skillsets for other job areas; which in turn creates a mutual growth between the company and the employee.

Interim Senior Supervisor (T-Mobile), May 2017 - September 2017

Oversee daily, weekly and monthly tasks to ensure organizational goals are met. Review call center performance in a daily basis, to identify variables that either impacted or helped the overall performance. Follow-up and coordinate with supervisors, quality specialists and trainers in regard to their individual and groups performance. Taking into consideration metrics such as low performers, performance improvement plan, disciplinary actions and monthly evaluations. Daily and weekly recap meetings with administrative staff and operations supervisors.

Manage and monitor operations supervisors and customer service representative schedules. Taking into consideration the company's needs while balancing employee's licenses, vacations etc. Lead calibration meetings between operations supervisors and quality team, to ensure transparency and a clear point of view when dealing with quality procedures. Compile customer service representative data for monthly evaluations; taking into consideration monthly goals, attendance, and disciplinary actions. This is later provided to each operations supervisor to discuss it with each of their employees.

Technical Assistant / Quality Specialist (T-Mobile), May 2015 - May 2017

Responsible for monitoring and documenting the call quality of the telesales agents, based on initiatives and goals established by the company (T-Mobile). Constantly and equitably evaluate (verbally and in writing) the agents; measuring their skills during the call: product knowledge, sales technique, diction, call etiquette, combating objections, efficiency and courtesy. Provide the agents with the tools necessary to achieve a superior performance and call quality for the clients; such as: personalized training, group workshops, role-plays, seminars about new tendencies and products.

Telesales Representative (T-Mobile), October 2013 - May 2015

Working as a bilingual sales representative for one of the biggest companies in the Telecommunications field (T-Mobile). Managing inbound calls in a sales background, while also providing Customer Service support of the T-Mobile.



BVIPR**(August 2016 - November 2016)****Corporate Trainer / Quality Coach**

Educate and instruct new employees in the BVI work philosophy, while conveying knowledge and skills pertaining to sale of Health Insurance and Healthcare Plans. Assisting management level and representative level employees transition to a new business system. During the probation period of the employees, maintain quality and compliance control in different ways: live monitoring, one on one coaching, and workshop sessions among others.

The Tailored Interior**(August 2011 - October 2013)****Showroom manager**

Manage sales and service goals (increment sales potential, productivity, workers' compliance), while assuring the continuous operation of the showroom and workshop in an efficient manner. In charge of commercial accounts (clients and suppliers) in every aspect related to hired contract.

Abilities**Interpersonal**

Active listener, critical thinker and organizer

Computers

Microsoft Office, Peachtree, Adobe Photoshop, Adobe Reader, Adobe Premier Pro, Final Cut Pro, iMovie, Call Copy, Helpdesk

Language

Fluent in Spanish and English, Intermediate knowledge of French

References

Available upon request



Minerva Acevedo González

Urb. Enramada, # E-20 Calle Camino de Begonias, Bayamón, PR 00961
Tel (787) 421 4044 e-mail minervaacevedo@hotmail.com

EDUCATION

2005 Panama	Santa Maria la Antigua University LI.B. in Law and Political Sciences.	Panama City,
1997 PR	Interamerican University of Puerto Rico Master's Degree in Labor Relations	San Juan,
1992 PR	University of Puerto Rico Bachelor's Degree in Business Administration with a specialization in Finance	Bayamón,

WORK EXPERIENCE

2013- Present Link Activ, Amelia Industrial Park, Guaynabo, P.R.
Customer Service

2018- Present **STEP**, Team Lead, in charge of the payroll. I have to enter manually weekly, staff outside the office, like sixty-five persons. I was also responsible for the rest of the staff in the office, around five hundred people, their kronos, vacation and sick. I work simultaneously in Cloud 5 and Step.

2017-Present **CLOUD 5**, Back Office, in charge for verify a report to prepare the payroll for the employees in Kronos System, including sick and vacation hours. Work in IEX report, this report is like the attendance; also, all the work my supervisor need.

2015-2017 **AUTORIDAD DE ACUEDUCTOS Y ALCANTARILLADOS**, In charge of bring information all of AAA customer. Analyze the account, preparing settlement options; inform the entire customer situation with the water problems, like reconnection of water services, flooding problems in and out of the properties. Payment Line, account receivable of the AAA account. Operate SAP and SAP PERSONA SCREN programs.



2013 -2015, **MEDICAID PROGRAM**, in charge of bring information to the Medicaid Programs beneficiaries about the program. Coordinate an appointment in the facilities to apply the benefit of the program around the Puerto Rico, bring information about the documents they have to bring to the office. All of these in the computer program Mediti.

2009 -2013 Brunilda Gonzalez, Law Offices, Hato Rey, P.R.
Law Assistance

In charge of assist the Attorney with the clients in the legal orientation and immigration legal advice by telephone and in persons. Fill out forms to the immigration service dependence the case and the required visa. Billing processes and follow up the accounts receivable, as making the collections.

2006-2009 Maiolo, Diez, Gonzalez & Scalley Law Offices Hato Rey, PR
Administrative Assistant

In charge of Law Firm's Department of Accounts Receivable and Collections. Managed Accounts through Quickbooks Administration for Accounts Payable. Coordinated inventory for the office to make ensure efficient use of resources with service providers. Managed filing system consisting of over one thousand accounts (files). Provided customer service to incoming clients and resolved issues related to administrative matters for the clients.

1992-1996: Group Sales and Services Guaynabo, Puerto Rico
Department of Accounts Receivables and Collections Analyst

In charge of Medical Insurance billing and collections to government institutions such as the Commonwealth of Puerto Rico Department of Education, instrumentalities like the Municipality of San Juan and all others Departments of the agencies or instrumentalities in the eastern part of the Island. Duties included visiting and calling the Finance Departments of the various agencies or instrumentalities and follow-up on payment schedules; the total number of accounts was around 2,400.



1987-1990
PR

Police Medical Services

Hato Rey,

Customer Service Representative

Helped clients by and answering questions regarding the service and coverage of the health plan. Also visited several government entities to market the health plan.

SKILLS, KNOWLEDGE, AND ABILITIES

Languages:

Spanish Natively Fluent (oral and written)

English Conversationally Fluent, Intensive course taken in the University of Tampa (Tampa, Florida) for three months solely on English as a second language.

Software

Microsoft Operating Systems: Windows 95, 98, Me, 2000, XP, Mediti, SAP

Office Operation Suites: Microsoft Word, Excel, Quick Books, PowerPoint, Outlook, Sap, Mediti. IEXS, kronos.

Specialized Courses:

2007 Realtor Licensing Course and the license

2006 Sacred Heart University (Santurce, Puerto Rico)
Seminar: "How to Open Up the Chinese Market"



6.3. Work Approach

LinkActiv is honored for being considered and given the opportunity to respond to your Request for Proposal for Call Center Operations Services. Our partnership with the Department of Housing (DOH) will 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 will be readily configurable, with minimal, if any, development efforts required.

We will demonstrate our capabilities to run and ensure information and operational security processes and control that will provide agile response times and overall customer satisfaction. This proposal provides a comprehensive response to all requirements outlined in the RFP document, as well as additional information provided on the answers to the vendors questions.

6.3.1. Linkactiv's approach or plan for developing and/or implementing each element of the Scope of Services. (4 Points):

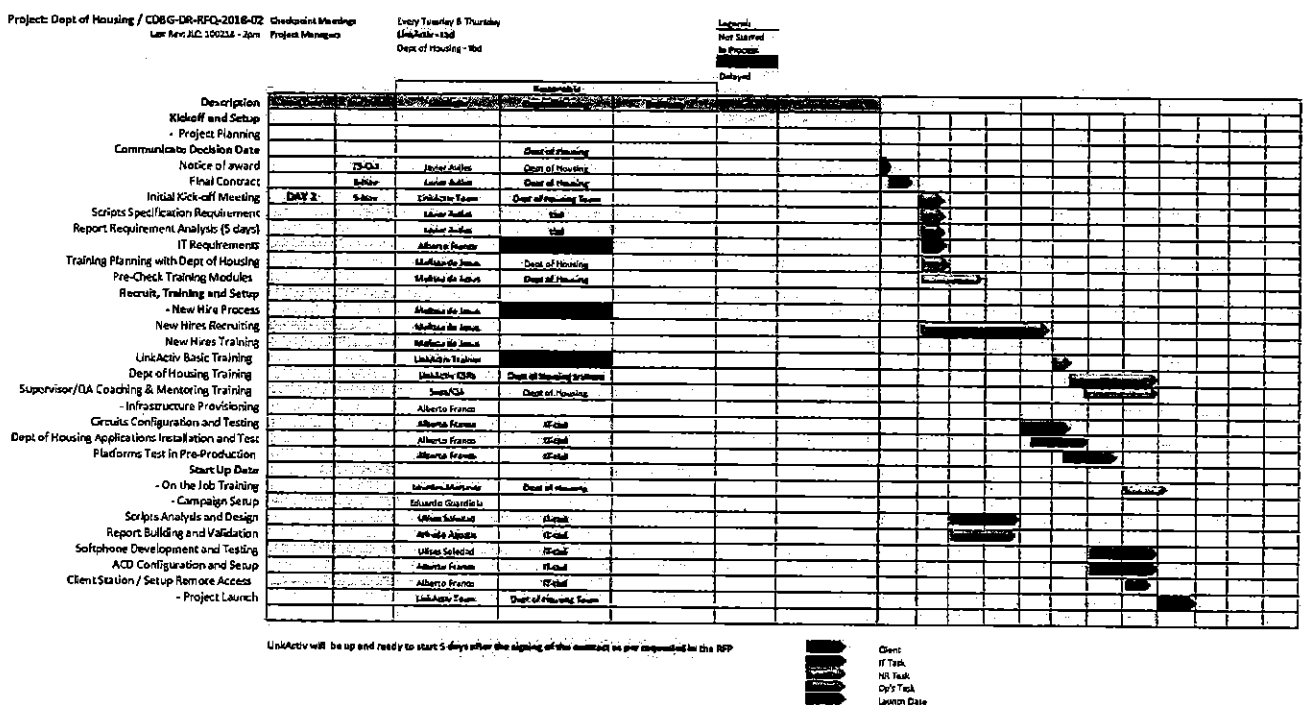
- Our Proposal considers 4 key elements to a successful project implementation:
 - **People** – Robust and Agile candidate selection & hiring process to ensure optimum and consistent campaign performance. With more than 25 years of experience in the contact center business, LinkActiv has developed a strong funnel of fully qualified and experienced customer service representative that will allow recruiting the necessary agents in a timely manner. According to required Scope of Work outlined in the RFP, LinkActiv will provide staffing of 80 agents, 4 supervisors and 1 Manager, to cover all shifts and volume demands. LinkActiv has proven experience in the management of complex campaigns in the contact center field and will provide the PRDOH the necessary agility to quickly ramp up or down CSR's according to the volume of call through the program.
 - **Processes** – Comprehensive training and testing on DOH and LinkActiv service protocols and standards. The objective is to shorten campaign ramp-up time and agent's time to competency, key factor to a consistent customer service operation.



- **Technology / Operational set-up** – In-house IT and operational resources committed to guarantee optimum connectivity and communication and compliance with DOH operational requirements and service level agreements (SLA's)
- **Reporting:** In-house capabilities will design tailored and real-time reporting tools to insure DOH is informed at all times of KPI performance.
- As requested by DOH, LinkActiv is presenting a cost proposal which is very competitive and commensurate to the service, compliance and quality standards required by the RFP document.

6.3.2. Linkactiv's proposed timeframe to deliver those services specified in the Scope of Services. (4 Points)

- LinkActiv's proposal is geared towards having the solution implemented in 5 days as per the RFP timetable from the date an agreement is signed. The following chart details the tasks that LinkActiv will implement in order to ensure the go live of the campaign in 5 days from the date the agreement is signed with the PRDOH.



JG

AW

6.3.3. Linkactiv's ability to adequately staff and scale each functional area to maintain agreed upon service levels throughout the life of the Programs. (5 Points)

- **Recruiting**
 - LinkActiv has established a formal hiring and recruiting process, which requires the involvement of the Human Resources Department as well as Operations.
 - Formal job descriptions are developed, and qualifications are defined for the required positions before candidates are hired. Most common job requirements include but are not limited to ability to speak English and Spanish, typing skills, customer service experience, computer literacy and ability to navigate the internet, among others.
 - LinkActiv has a very strict screening process that includes phone screens, behavioral interviews and skills assessment tools. Different levels of Background checks that include criminal, National Sex Offender, financial and/or drug tests are conducted according to client's requirements. Also proof of academic or education level is required.
- **Onboarding program**
 - The Human Resources department has established an Onboarding Program to enhance the employee experience and accelerate the agent's time to competency.
 - The program provides new employee orientation and guidance through the recruitment, training and production phases during the first 90 days in the job.
 - New employee surveys are conducted in each phase to measure employee engagement and satisfaction.

6.3.4. Proposer ability to provide staff, training and equipment to the PRDOH partners, subrecipients and/or subcontractors in their respective premises. (4 Points)

- **Staffing**
 - Refer to previous point 6.3.3
- **Training formats**
 - LinkActiv partners with the client to assure a quality Train the Trainer is conducted to accelerate the agents' time to competency in production phase.

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- When the client provides the training materials, LinkActiv trainers may review and provide recommendations on delivery and testing strategies. Based on client's requirements, training materials may be adapted and uploaded to LinkActiv e-learning systems, while protecting copyright/content proprietary rights.
- LinkActiv understands that providing development opportunities contributes to employee retention and engagement. For that purpose, agent's training needs assessments are identified through quality audits and training activities are programmed according to such results and are executed through different channels such as individual coaching, group trainings or e-learning.
- Also, a full curriculum for employee development is offered through LinkActiv University.

6.3.5. Linkactiv will provide timely submittal and quality services on multiple contracts with varying degrees of complexity and skills, considering the current and planned workload of team members. (4 Points)

- **Operational Structure**

- **Account team - "BrandTeam"**
 - Every LinkActiv client is assigned a BrandTeam
 - A multidisciplinary team with more than eight (8) years' experience where each resource performs tasks relating to its area, but in line with the brand, objectives and expectations of DOH and its customer.
 - Acknowledging that each solution for each customer is different in its characteristics and service needs, the responsibilities are executed to attain optimal solutions for each client.
- **Operational team dedicated to DOH**
 - Linkactiv will support DOH Call Center Operations with regular and contact communication with personnel of this area. There is a Manager, Operation Supervisors and QA Supervisor.



- LinkActiv structures reporting programs custom designed to each client's information needs. It works on two levels: the first delivers daily KPI results and the second generates monthly business reviews with clients to review results, project management assessment and identifies actions going forward.
- Critical to the process success is that each project has a timetable and a task leader. Monthly, project goals are transferred to the different components of the operation.

6.3.6. Linkactiv provides industry standards and tools that will be used to implement and execute the tasks described in the Scope of Services. (4 Points)

- **SSAE 18** - LinkActiv is a SSAE18 certified vendor. This rigorous certification guarantees that LinkActiv operates under stringent industry standards and controls.
 - Usage of appropriate techniques to process customer sensitive / confidential information
 - Proof that the necessary controls are in place to handle enterprise level services. This includes data protected by privacy laws such as HIPAA, FERPA, SOX and GLBA.
 - Certification that data is only accessible to authorized personnel on a need to access basis.
- **PCI Compliant** - Payment Card Industry certification, indicating that LinkActiv fully complies with operational procedures, systems and security protocol to protect and maintain secure DOH's customer's financial data. LinkActiv has renewed this certification on an annual basis since 2011.
- **TCPA Compliant** – LinkActiv fully complies with FCC's & FTC's TCPA regulation which went into effect October 16, 2013. For this purpose, LinkActiv retained the services of MPS Lawyers, a Columbus, Ohio law firm which specializes on Contact Center Industry regulatory issues. Upon request, LinkActiv can submit MPS Lawyers legal opinion on LinkActiv's compliance.



- **Avaya Infrastructure** – Assures a fast and seamless connectivity between the centers, as well as it adds an added level of reliability as the two ACD's can back up each other.

6.3.7. Linkactiv's ability to assist the hearing impaired as required by law. (4 Points)

Linkactiv uses Avaya one-X Agent R2 which is an integrated telephony softphone solution for agents in contact centers.

- Avaya one-X Agent provides seamless connectivity to at-home agents, remote agents, out-sourced agents, contact center agents, and agents interacting with clients with speech and hearing impairments.
- TTY call handling Callers with hearing or speech impairments use special text devices to initiate a call into a contact center. These devices are called Teletype (TTY) for the hearing impairment. TTY is also called Telephone Device for the Deaf (TDD). Traditionally, a special type of machine was needed at the receiving end to interpret this text and responses. Avaya one-X Agent, in conjunction with the Communication Manager PSTN Gateways, provides an integrated TTY conversation support for an agent.
- TTY interactions appear as normal in the My Computer telephone calls to the agent, except that Avaya one-X Agent detects the text tones and displays the text tones for agents. Similarly, an agent can type characters and these tones are converted back to descriptor tone packets for Communication Manager gateway to convert to the PSTN tones required.
- The TTY interaction appears in a window similar to the IM window. Agents interact with TTY callers with a normal roman alphabet character text and a set of standardized abbreviations available on the TTY interaction window. The agent's messages appear as normal characters during a TTY session. The TTY protocols rely on a significant number of abbreviations. For instance, Go Ahead (GA) is the signal that a person types and waits for a response from a TTY user. Such human protocols are needed because TTY works on half-duplex, where either party can send one character at a time transmission.
- The Work Log maintains a record of all agents' tasks, one record for each piece of work. The system groups multiple interactions within one piece of work in the same



Work Log record. The Work Log record includes incoming and outgoing call, IM interaction records, TTY interaction, and media sharing. The Work Log records for IM and TTY interactions also include transcripts. A single work log contains contact name, telephone number in case of a telephonic interaction, date/time, and interaction duration.

- Further, each work record contains a dialed Dual Tone Multiple Frequency (DTMF) number, screen pop name, and work code details. Agents can search or sort Work Log records from the Avaya one-X Agent Work Log window. In addition, agents can add the search import Work Log records from the Avaya IP Agent and Avaya IP Softphone clients when an agent starts the Avaya one-X Agent client on the desktop for the first time.
- LinkActiv Avaya systems has the CTI feature which allows users to access information in company databases during phone calls. A services representative can automatically receive detailed customer information in a screen-pop on their PC when a customer calls. Employees can also control their phone via a familiar, easy to use GUI. CTI is based on the Telephone Applications Programming Interface standard, which supports Microsoft Windows applications such as Microsoft Outlook.
- Through CTI, IP Office can improve employee efficiency and productivity by combining telephone and PC capabilities behind one easy to use.
- LinkActiv can provide to the PRDOH the service of Avaya Callback Assist which enables the Contact Center to present callers the option of a callback during periods of peak call volume when estimated wait time is at its highest. Callback Assist applications provides a caller with choice for their anticipated experience. It announces to the caller the estimated wait time they can expect, and then offers the option of having an agent call them back rather than waiting on hold. In addition, the caller can select either an immediate callback when an agent becomes available or a callback at a scheduled available date and time that they choose.

6.3.8. The Proposer's approach to identify and solve/mitigate issues during the CBDG-DR project. (4 Points)



- **Quality assurance measures and monitoring**

- LinkActiv personnel policies are documented and published in an employee manual. The employee manual outlines corporate policies and the code of professional conduct describes the employees' responsibility for proper business dealings with LinkActiv and its clients.
 - Every new employee receives a copy of the manual, concurring with LinkActiv's policies and procedures which include the signing of an acknowledgement form. A consistent disciplinary process is in place to manage deviations in the policies. Supervisors and Managers are constantly trained and updated on the ongoing changes in policies and procedures.
 - At LinkActiv we ensure our agents development and performance by providing monthly evaluations that measures goals compliance. Our monthly evaluation form complies with the parameters established by our client. Furthermore, LinkActiv Quality Assurance Department, ensures the quality level of calls through monitoring and evaluating them according to the established call script. Evaluated calls are discussed in individual coaching sessions, providing space to discuss strengths, opportunity areas and establish action plans in order to help the agents improve their performance.
 - Quality Specialists are properly trained to identify the needs of each campaign and share findings with our training and development department, in order to address the needs. Ongoing trainings are constantly provided, and results are measured and documented.

- **Customer complaints management**

- Linkactiv will channel customer product and/or service related complaints using DOH's established processes and platform.
 - Should the complaint be agent-related, agent-related, LinkActiv performs quality observations and provides feedback to agents. Quality documentation is maintained, and any monitored calls containing an agent's use of profanity or customer abuse will result in immediate and permanent removal of such agent.



- **Turnover handling process**

- LinkActiv understands that recruiting to profile and providing development opportunities contributes to employee retention and engagement. At Linkactiv we maintain an average 7% turnover rate.
 - Because turnover is a given in our industry, we prepare for it by maintaining a qualified candidate pool for all our clients.
 - We have a weekly project status meeting where operational needs are discussed with human resources. This includes requisitions for replacements or planned growth.

6.3.9. Linkactiv's ability to create the necessary reports needed by PRDOH. (4 Points)

- **Reporting**

- Linkactiv has internal programming resources to handle all DOH requirements. In order to assure project performance and result tracking, our Command Center currently delivers the following reports:
 - 30-minute interval reports
 - Interval reports (calls metrics, staffing metrics)
 - 2-hours interval reports
 - Summary of daily activities (FE sales, LPS, calls, %SL, LPH, Occupancy)
 - Update leaderboard (sales volume versus goals)
 - Daily reports

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- Performance reports per queue and idiom (calls metrics, sales metrics, staffing metrics)
- Sales representatives and supervisors' scorecard (calls metrics, sales metrics, staffing metrics, attendance, QA scores)
- Closing report (daily stats)
- Weekly reports
 - Supervisors dashboard (track supervisors coaching work in order to assure supervisors spent at least 75% of their time coaching)
 - Staffing reports (FTE tracker, SQI, IDP)
 - Features and Accessories report
- Monthly
 - Master list
 - Monthly business review
- New hired training
 - Time to competency (TTC)

6.3.10. Linkactiv's capabilities and abilities to provide responsive coordination Scope of Services elements. Include a brief description of how Proposer will address tasks scheduling, cost control, quality assurance/control and reporting. (4 Points)

- LinkActiv's implementation strategy uses Project Management methodology and tools for planning and implementing single and simultaneous projects.
 - These include project management, status reporting, client communications, dealing with issues and change management.

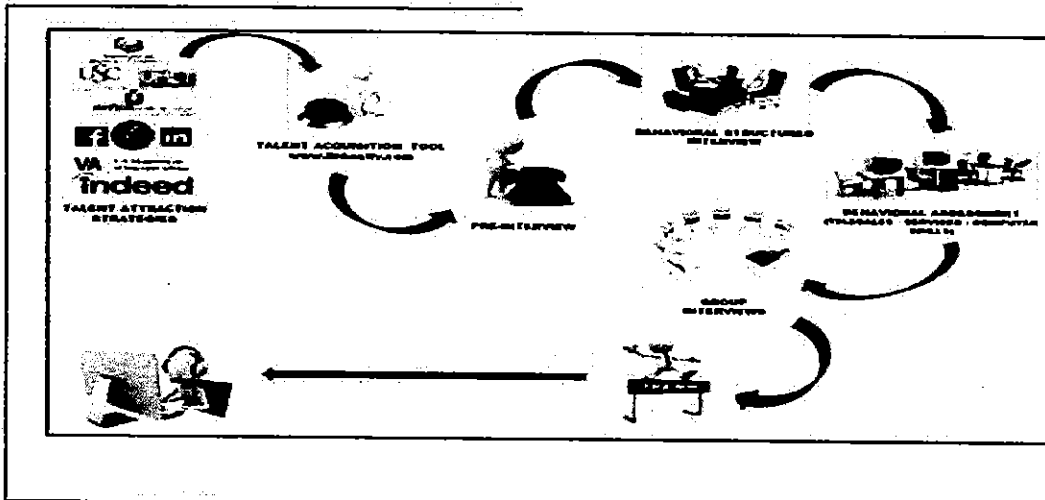


- Gantt charts are used to track the start and finish dates by week or months of the critical activities of a project and who is responsible for each task (specific resources or departments.)
- LinkActiv's use of this method reduces risk and guarantees delivery of projects on time and on budget.
- At LinkActiv, we have the capability to manage and implement project rollouts in any one or combination of the following implementation approaches: Big Bang, Phased Rollout or Parallel Adoption (for existing operations).

6.3.11. Linkactiv will engage and integrate Local Participation, Section 3 Residents and WBE/WME as Team Members and Key Individuals in the design, implementation and execution of the different tasks and projects detailed in the Scope of Services included as Attachment 3. (5 Points)

- Please refer to point 6.3.10 and to Linkactiv's Availability GANTT Chart where 3rd party resources are engaged and integrated into the Project Management implementation phase and On-Going Operational phase.
- Making sure that we bring onboard the right human capital is another cornerstone of our service strategy with special focus on section 3 participants that qualify for the job. With this in mind, our HR team pays great attention to detail into our recruitment process, giving special focus to personnel sourcing places, testing candidates on skills pertaining sales skills, training and certifying training comprehension.
 - The following image illustrates our recruitment process:





- Human Resources (HR) focus is not only to recruit the right agents, but also to retain them. Newly selected team members are immediately enrolled into our proprietary onboarding program. This program's objective is to make agents feel at home, but also help them get acquainted with workgroup and tasks in a shorter period of time. Improving time to competency. Agents become acquainted with the complete ecosystem (managers, supervisors, colleagues).
- After training, agents are tested for subject matter comprehension. Only agents that have passed training comprehension tests, scoring a grade above 80% make it to the floor, and then they undergo a one-week nesting period.
- LinkActiv's BrandTeam, place great care in helping agents achieve competency in the shortest time possible.
- Employee turnover is also very closely monitored, with strategies in place not only designed for retention purposes, but also to ultimately reduce natural attrition.
 - Voluntary – Open dialogue process to anticipate and control attrition levels
 - Involuntary – Coaching and feedback to foster performance improvement but maintaining a strict “two strike policy” to replace not performing agents.
- Finally, LinkActiv has an IT Systems group to efficiently to manage:
 - Inbound and Outbound calls through a fully redundant and robust Avaya platform
 - Operation under the strictest SSAE18 (formerly SAS70)
 - Bilingual Chat sessions

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6.3.12. Specific examples of past deliverables. (4 Points)

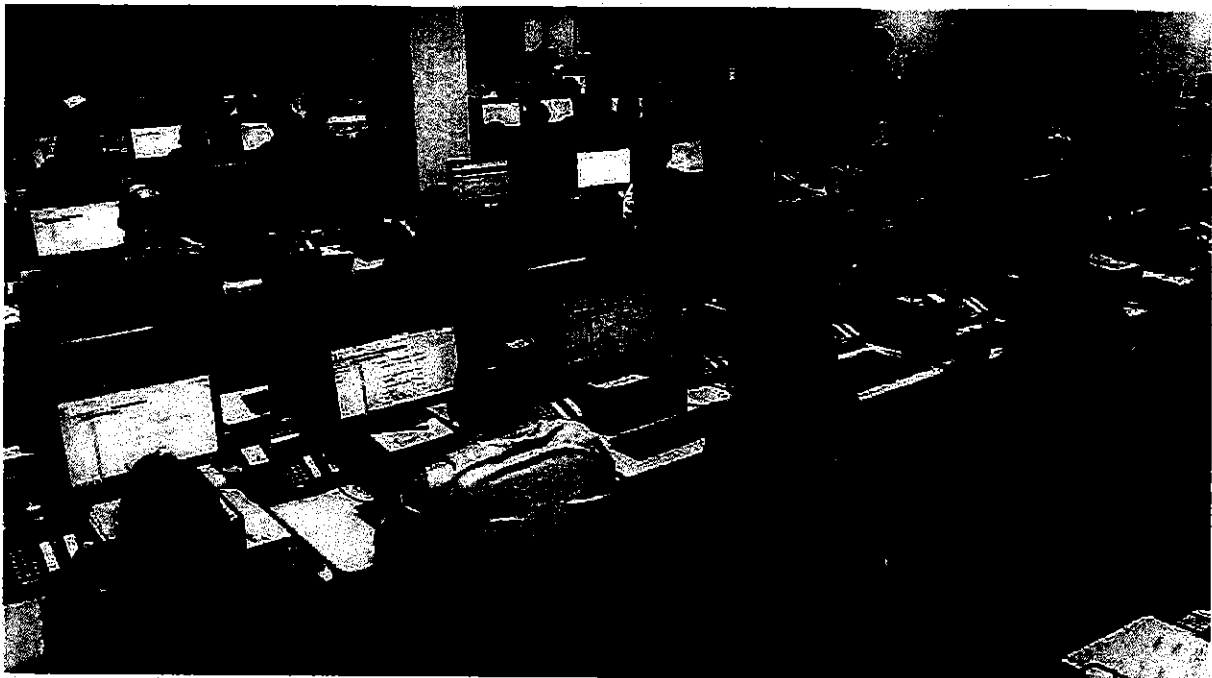
- STEP Program:
 - Tu Hogar Renace (Shelter & Temporary Emergency Program "STEP") - LinkActiv maintains a dedicated program/team of 600 agents to perform the services of receiving and handling the intake of all applicant for the STEP Program's calls. There are agents dedicated to handle calls, supervisors to support the dedicated agents, and a manager to support the dedicated supervisors. LinkActiv's agents provide call support for incoming registrations to the STEP program, as well as other processes such as complaints, scheduling, outreach, and documentation. LinkActiv also provides staff for Case Manager duties within the program. There are In-house Case Managers that work mainly from the Call Center and In-Field Case Managers, that are assigned to Disaster Recovery Centers in different locations throughout Puerto Rico.
 - LinkActiv maintains a dedicated program/team to perform the services of receiving and handling STEP Program's calls. There are agents dedicated to handle calls, supervisors to support the dedicated agents, and a manager to support the dedicated supervisors.
 - Each agent sits in an individual position, and Supervisors and Managers are on duty during each shift to monitor the related operation/services. The STEP program within LinkActiv has 225 working positions, each equipped with an office chair, telephone with headset to generate or receive calls, and a computer with access to the STEP program's applications. When a call is received the IVR system routes the incoming call to LinkActiv operations, were the Avaya communication system (ACD) ensures that all incoming calls received are distributed to the specific Call Center agent. In addition, the Avaya communication system allows LinkActiv to move call distribution, direct calls transparently, route calls by agent skill set, call resolution management, etc. Avaya provides LinkActiv with the platform for which data pertaining to the Call Center statistics is maintained and generated. The calls received and distributed are exhibited in a monitor at the user entities Call Centers to monitor and display the status of all calls received.



- SetUp process:
 - After weeks of preparation, which involved, development of working positions with all necessary equipment, telephony and communication infrastructures, facilities, and recruitment of personnel, the STEP campaign began operations on January 11, 2018. Due to a short launch date notice given, the campaign initially started with a roster of 44 employees among which there were Customer Service Representatives (CSRs) and Case Managers (CMs). Some of these CMs were assigned to the Call Center, while others were assigned to specific DRCs throughout Puerto Rico. To accommodate for the high demand of employees in a very short time, a ramp up plan was developed. With this additional effort the campaign was able to finish the month with a roster of 248 CSRs, 22 In-house (Call Center) Case Managers, and 62 In-field (DRC) Case Managers.
 - Upon the start of the campaign LinkActiv staff worked closely with Rising Phoenix staff to assign STEP employees to cover all the various needs and priorities the program demanded. As such, besides attending to calls, employees were also assigned to perform outbound calls (Outreach), Eligibility Review, and Documentation duties. All task logistics were relayed by Rising Phoenix staff.
 - During January there were 19,686 calls received, of which 17,635 were answered. The average call length was initially at 16 minutes and 40 seconds but by the end of the month it was reduced by two minutes. The average for the month was at 15:28. As part of the program, a total of 35,978 outbound calls were also placed. Year to day LinkActiv has been handled over 600k calls over the campaign.



Photos- LinkActiv Emergency Management Program Campaign



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- Vanguard
 - Vanguard Emergency Management (Vanguard EM or VEM) provides complete and compliant Disaster Home Inspections under FEMA's Housing Inspection Services (HIS) Program. Vanguard EM's staff performs disaster housing inspections, providing a quality service to ensure disaster survivors receive the assistance they need in an expedient manner.

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mf

- When a disaster of significant magnitude strikes the USA and Vanguard is awarded with a contract to provide complete and compliant Disaster Home Inspection under FEMA's Housing Inspection Services (HIS) program. Vanguard rely in LinkActiv to help with Call Center services to support with backoffice process, designed to assist and process in a timely manner inspector daily expenses.
- Roles & Responsibilities
 - Review inspector submitted expense reports to ensure all costs are compliant with Vanguard's Travel Policy, which references GSA requirements, and FEMA's Travel Manual.
 - Inspector Support
 - Answer any phone calls from inspectors who need assistance on how to complete an expense report (Guide attached)
 - Answer any questions from inspectors regarding their rejection reasons, how to make edits to their expense report.
 - Knowledge of the Vanguard travel policy and GSA website/requirements, and FEMA's Travel Manual.
 - Support team members will also perform outgoing calls to inspectors when information is needed and as directed.
- Due to the nature of the Emergency Management service, the LinkActiv team understands the importance of time and always is ready and willing to provide Vanguard the flexibility to adjust the campaign increasing or ramping down the number of agents depending on the magnitude or impact of the natural disasters that we will be dealing with.



First-Tier Subcontractors Information

N/A

1/26/06

MJ



ATTACHMENT 2
SCOPE OF SERVICES
Request for Proposals
Call Center Operations Services
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing
CDBG-DR-RFP-2018-02

1. Introduction and Overview

The Puerto Rico Department of Housing (PRDOH) is issuing this Request for Proposals (RFP) to procure call center operations services. The Call Center will be in operation for the duration of the allocated funds under the CDBG-DR grant, under the Action Plan 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 funded programs.

The PRDOH reserves the right, without limitations, to: (i) cancel this solicitation and reissue this RFP or another version of it, if it deems that doing so is in the best interest of the Public Interest; (ii) amend the contract(s) of the Selected Proposer(s) to, among others, extend its original duration, as further explained in this RFP, or to extend its scope to include work under subsequent CDBG-DR action plans; and (iii) to contract for Call Center Providers as result of the selection of qualified Proposers or the cancellation of this RFP.

2. CDBG-DR Programs

PRDOH has structured recovery programs for first-wave implementation that meet the immediate housing needs of the most vulnerable populations on the island. The Call Center Providers will support the PRDOH with the call center operations services of the CDBG-DR programs. 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 programs is included in the Action Plan approved by HUD on July 29, 2018. A complete copy of the Action Plan, herein incorporated as reference, can be found at <http://www.cdbg-dr.pr.gov/en/action-plan/>.

3. Staff, Services and Tasks

This section details the Call Center tasks that the Selected Proposer must perform in order to support PRDOH in the CDBG-DR Programs. The Selected Proposer will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this contract. The scope of work presented is based upon circumstances existing at the time the RFP is released. The PRDOH reserves the right to modify or delete the tasks listed and, if appropriate, add additional tasks prior to and during the term of the contemplated contract.

3.1. Staff Requirement

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 work 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.

3.1.1. Staff Experience and Qualifications

The Proposer should provide detailed information about the experience 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 in key roles. 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.

3.1.2. Organizational and Staffing Plan

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 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, 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 Programs. The following represents the general descriptions for the key staff to be utilized in the Proposer's Proposal and, if awarded, the resulting contract:

Manager

- Coordinate and supervise daily / weekly / monthly activities of a 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 judgment.
- Conducts needs assessments, performance reviews, capacity planning and cost / benefit analysis.
- Maintain and improve call center operations by optimizing performance, identifying and resolving problems and preparing and completing action plans.
- Must have at least a Bachelor's Degree.
- Must have at least three (3) years of Manager Experience or five (5) years of call center experience.
- Must manage communications (talk, read and write) in Spanish and English languages.

Supervisors

- Supervises employees with varying tenure and skill.
- Manages and develops employees and proactively monitors individual and team performance by providing frequent, ongoing feedback and coaching.
- Implements strategies to improve operational performance including call management, call back rate, transfer rate and quality.
- Leads regular team meetings to communicate changes and relevant operational performance information.



- Monitors employee and team performance by reviewing operational metrics and listening to and observing call management techniques.
- Provides trainings to CSR's.
- Must have a Bachelor's Degree or at least five (5) years of call center experience.
- Must manage communications (talk, read and write) in Spanish and English languages.

Customer Services Representatives (CSR)

- Manage large amount of incoming calls.
- Identify and assess participants' needs to achieve satisfaction.
- Provide accurate, valid and complete information.
- Educate participants.
- Document and update each participant contact and resolution in customer service related system.
- Must have a High School Diploma or General Equivalency Diploma (GED) and at least one (1) year of call center experience.
- Must manage communications (talk, read and write) in Spanish and English languages.

3.1.3. Other Requirements

- The Proposer, staff and employees working on this project shall be located within Puerto Rico.
- 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 herein required.
- The Proposer will be expected to designate one or more supervisors responsible for the day-to-day operations, management and coordination of all services being provided.
- The Proposer will be expected to designate CSR's to be situated on PRDOH partners, subrecipients and/or subcontractors' premises. Is also expected, that in case the mentioned staff is unable to be at the PRDOH partners, subrecipients and/or subcontractors' premises, the Selected Proposer will designate a replacement temporarily or permanently.
- The CSR's are considered on-demand agents, staffing requirements will vary based on the volume of in-bound inquiries. The Proposer is expected to be able to quickly ramp up or down CSR's based on actual number of in-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.
- Additional support should also be provided for the hearing impaired as this relates to the Call Center.

3.2. Facilities, Licensing, and Permits

3.2.1. Facilities

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- The Proposer must have the facilities in Puerto Rico to carrying out the duties related to this contract.
- Proposer must detail its facility plan for all call center service functions.
- The Proposer must be able to meet a possible go-live date of 5 days after the resulting contract is signed.

3.2.2. Licensing and Permits

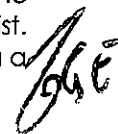
- Proposer must have or obtain all necessary licenses (e.g. business, software), consents, approvals, permits, certifications, and authorizations, as may be required by HUD, PRDOH, federal and local legislative enactments and regulations applicable that are legally required to be obtained in order to perform the Services.

3.3. Tasks

3.3.1. Task: 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, the services must consist of the elements listed below.

- The Proposer must be capable of operating 24 / 7 / 365 and includes 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.
 - Proposer shall have an operating system that:
 - Could support bilingual (Spanish and English) communications with participants;
 - 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 CSR's. The Call Center must be able to "hot transfer" participants to backup specialist. For the purposes of this procurement, "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 exits, leaving the customer and specialist connected to one another;

- 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 in-bound 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 operational 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.

3.3.2. Task: Reports

The Proposer shall generate, maintain and provide to the PRDOH on daily or ad-hoc basis the following reports.

- Number of calls received;
- Number of calls answered;
- Number of abandoned calls;
- Average participant wait time;
- Average talk time;
- Service levels;
- Reason of the call;
- Complaints Status;
- Profile of the participant;
- Trends;
- Number of participants transferred to the PRDOH partners, subrecipients and/or subcontractors;
- Any other relevant Call Center statistic 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.

3.3.3. Task: 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, training classes, resources and support as needed.

4. Key Deliverables



The key deliverables to be provided include the following, but are not limited to:

- Proposer must have in place a comprehensive call flow and intelligent routing process.
- 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.
- 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 3.3.2.
- Proposer's reporting software must permit real-time access to all the system's data.
- The Proposer must 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.
- 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 shall be responsible for completing, at a minimum, 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 Secretary.





LINKACTIV, INC.

**EXHIBIT A-3
COST PROPOSAL**

To

PUERTO RICO DEPARTMENT OF HOUSING

For

**CALL CENTER OPERATIONS SERVICES
UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY
CDBG-DR-RFP-2018-02**

**RFP Issuance Date: September 19, 2018
Due Date to Submit Proposals: October 11, 2018**

LinkActiv, Inc.
Dennisse Díaz
PO Box 366398
San Juan, PR 00936-6398
787-641-0101 x4459
Dennisse.diaz@grpr.com

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GOVERNMENT OF PUERTO RICO
Department of Housing

EXHIBIT A-3
COST PROPOSAL CHECKLIST
 Request for Proposals
 Call Center Operations Services
 Community Development Block Grant – Disaster Recovery
 CDBG-DR-RFP-2018-02

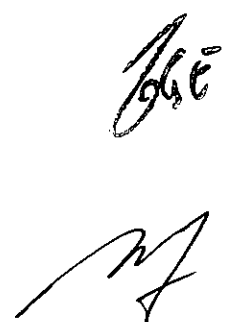
Submitted Proposals shall incorporate the following documents in the order provided, the forms included as part of the RFP must be completed and incorporated as part of the Proposal. The PRDOH reserves the right to reject any Proposal that does not fully satisfy these requirements. Proposer shall mark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

Tab	Initials	Document Description
	D.D.M.	Company Cover Page
	D.D.M.	Proposal is bound into a single document using plastic comb or metal ring binders at the left margin of the page
	D.D.M.	One (1) original of the Proposal Three (3) physical copy of the Proposal One (1) electronic copy of the Proposal One (1) redacted copy of the Proposal (if applicable)
1	D.D.M.	Exhibit A-3: Cost Proposal Checklist
2	D.D.M.	Exhibit N: Cost Form


 Proposer's Signature

10/02/2018
 Date

Dennisse Diaz Mercado
 Proposer's Printed Name





GOVERNMENT OF PUERTO RICO
Department of Housing

Proposer's Initials: D.D.M.

Exhibit N
COST FORM
 Request for Proposals
 Call Center Operations Services
 Community Development Block Grant – Disaster Recovery
 CDBG-DR-RFP-2018-02
 (Revised for Addendum No. 2)

Name of Proposer: Dennisse Diaz Mercado

Hourly Rates⁽⁴⁾

	Resources Per Position [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 [E = D x 12]
Manager	1	200	\$41.44	\$8,287.39	\$99,448.64
Supervisor	4	240	\$31.20	\$29,952.00	\$359,424.00
CSR	80	240	\$26.00	\$499,200.00	\$5,990,400.00
Sub-Total				\$537,439.39	\$6,449,272.64
Sub-Total Cost for 3 Years of Service					\$19,347,817.91

Other Costs

Task	Quantity	Units	Unit Cost	Total Cost
Call Center Start-up ⁽²⁾	1	Lump Sum	\$131,000.00	\$131,000.00
Call Center Maintenance Cost ⁽²⁾	36	Months	\$29,893.75	\$1,076,175.16
Sub-Total Cost for 3 Years of Service				\$1,207,175.16
Sub-Total Annual Cost for Year 1 Services (Start-up + 12 Months of Maintenance)				\$489,725.05
Sub-Total Annual Cost for Years 2 and 3 Services (12 Months of Maintenance)				\$717,450.11

Total Proposal Cost (3 Years of Service) \$20,554,993.07

- Notes:**
- (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 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 Signature

10/10/2018
 Date

Dennisse Diaz Mercado
 Proposer's Printed Name

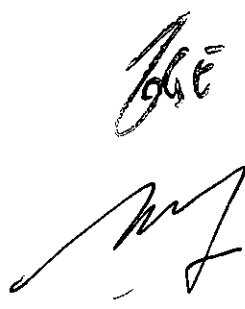
Proposer's Initials: D.S.M.

Description of Costs Included in Call Center Start-up Unit Price (See Note 2 on Cost Form)

There are two parts to the Call Center Startup Lump Sum of \$131,000.00.
Recruiting - total of \$15,000.00 which includes human resources and recruitment process.
Station Conditioning - 80 units of \$1,450.00 each for a total of \$116,000.00 which includes PC's and furnitures.

Description of Costs Included in Call Center Maintenance Cost Unit Price (See Note 2 on Cost Form)

Call Center Maintenance included telecommunication cost in the amount of \$24,192.00 monthly. This cost is based on 19,200 CSR monthly hours (80 CSR x 240 monthly hours) and 70% occupancy rate with \$0.03 cost per minutes. This cost may vary depending on call volume. Dedicated person for the attritio recruitment monthly process of \$5,701.75 monthly.





GOVERNMENT OF PUERTO RICO
Department of Housing

*DV-OSPA-78-5

ATTACHMENT 5
OSPA
Request for Proposals
Call Center Operations Services
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing

DEPARTAMENTO DE LA VIVIENDA
SECRETARIA AUXILIAR PARA ASUNTOS LEGALES
SECCIÓN DE SEGUROS

CONDICIONES ESPECIALES SOBRE SEGUROS Y/O FIANZAS

CONTRATO DE SERVICIOS PROFESIONALES

NÚMERO DE LICITACIÓN: _____

ATENCIÓN A TODOS LOS LICITADORES Y SUS CORREDORES DE SEGUROS

A. Invitación a Licitador Condiciones Especiales de Seguros y Fianzas

Antes de comenzar su trabajo o de recibir una notificación para proceder con el mismo, o que se le permita comenzar a trabajar, el licitador agraciado debe someter a la **Autoridad de Vivienda Local*** (**Departamento de la Vivienda de Puerto Rico y Administración de Vivienda Pública**) según sea el caso, en adelante la "AVL" en original o dos (2) copias certificadas de las pólizas de seguros y/o fianzas mencionadas a continuación, incluyendo todos los endosos y acuerdos según convenidos y requeridos bajo estas condiciones contractuales especiales, conforme a la siguiente lista de cotejo bajo los artículos marcados con una (X):

- (X) 1. PÓLIZA DE SEGURO DE COMPENSACIÓN LABORAL DEL FONDO DEL SEGURO DEL ESTADO**

Conforme a la Ley de Compensaciones por Accidentes del Trabajo Núm. 45, para facilitar su adquisición, la "AVL" le proveerá al licitador exitoso una carta dirigida al Fondo del Seguro del Estado.

*DV-OSPA-78-5

(X) 2. RESPONSABILIDAD GENERAL COMERCIAL

CUBIERTAS		LIMITES
I. Commercial General Liability:		\$1,000,000.00
	• General Agregate	\$2,000,000.00
	• Products & Complete Operations	\$1,000,000.00
	• Personal Injury & Advertising	\$1,000,000.00
	• Each Occurrence	\$1,000,000.00
	• Fire Damage	\$100,000.00 (Any one Fire)
	• Medical Expense	\$10,000 (Any one person)
II. Employer's Liability Stop Gap:		
	• Bodily Injury by Accident Each Employee	\$1,000,000.00
	Each Accident	\$1,000,000.00
	• Bodily Injury by Disease Each Employee	\$1,000,000.00
	Each Accident	\$1,000,000.00
III. Personal Property under care, custody and control:		\$1,000,000.00
IV. Garage Liability and Garage Keepers -- Legal Liability Forms		\$1,000,000.00 (occ.agg)

() k. OTRO: _____

(X) 3. CUBIERTA DE CRIMEN:

CUBIERTAS REQUERIDAS	
I. Employee Dishonesty:	
	• Limit - \$250,000 Per Occurrence
	• Deductible \$2,500 Per Occurrence
II. Forgery & Alteration Form:	
	• Limit - \$250,000 Per Occurrence
	• Deductible \$2,500 Per Occurrence
III. Theft, Dissappearance & Destruction (Inside/Outside):	
	• Limit \$100,000 Per Occurrence
	• Deductible \$1,000 Per Occurrence
IV. Computer Fraud:	
	• Limit \$100,000 Per Occurrence
	• Deductible \$1,000 Per Occurrence

*DV-OSPA-78-5

4. RESPONSABILIDAD COMPRENSIVA DE AUTOMÓVIL COMERCIAL

LIMITES
<ul style="list-style-type: none">• Auto Liability - \$500,000.00• Physical Damages - \$500,000.00• Medical Payments - \$5,000.00
La cubierta de Auto Comercial debe aplicarse a los siguientes símbolos:
<ul style="list-style-type: none">• Liability Coverage - 1• Physical Damages - 2 and 8• Hired - Borrowed Auto - 8• Non-Owned Auto Liability - 9

h. OTRO: _____

5. UMBRELLA

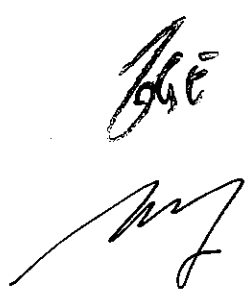
Limite - \$10,000,000.00

6. CYBER LIABILITY

Limite - \$3,000,000.00

7. LAS POLIZAS A OBTENERSE DEBERAN CONTENER LOS SIGUIENTES ENDOSOS INCLUYENDO COMO ASEGURADOS ADICIONALES AL "AVL" Y AL GOBIERNO PUERTO RICO:

- a. Breach of warranty
- b. Waiver and / or Release of Subrogation
- c. Additional Insured Clause
- d. Hold Harmless Agreement
- e. 90 Days Cancellation Clause



*DV-OSPA-78-5

- B. Las compañías aseguradoras al emitir las pólizas y las fianzas deben estar autorizada para hacer negocios en Puerto Rico, tener una sólida reputación económica estar clasificadas como "A" por el "Best Key Rating Guide" y/o ser aceptadas por la agencia contratante a través de la Sección de Seguros.
- C. El contratista antes de comenzar los trabajos, o de recibir comunicación escrita para proceder, o que le sea permitido empezar a trabajar deberá someter a la agencia contratante para revisión, aprobación y certificación por la Sección de Seguros, original o copia certificada de cada una de las pólizas y/o fianzas mencionadas incluyendo todos los endosos y acuerdos según lo requerido y acordado bajo las Condiciones Contractuales Especiales de Seguros según se describe en este anejo.

D. **CERTIFICADO DE LA SECCIÓN DE SEGUROS**

Por todo lo cual, certificamos, que según nuestro mejor conocimiento y a nuestro mejor entender, hemos preparado las "Condiciones Especiales de Seguros y Fianzas" mencionadas anteriormente, luego de la evaluación adecuada de los riesgos relacionados, en base a la información sobre la naturaleza y la descripción del proyecto que nos fue sometida a petición del Programa Contratante mediante solicitud escrita.

NÚMERO DE LICITACIÓN: _____

DESCRIPCIÓN COMPLETA DEL SERVICIO:

Call Center Operations Services

Sept-6-18
FECHA



Arlyn Rodríguez Fuentes
Sección de Seguros
Secretaría para Asuntos Legales
arodriguez@vivienda.pr.gov
(787) 274-2527 x6311

Siglas "AVL" según se indica equivalen a "LHA" (Local Housing Authority del Ingles)





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 Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 (Appropriations Act), as amended, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including if certain expenses are allowed.

3. BREACH OF CONTRACT TERMS

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



thereunder, shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. REPORTING REQUIREMENTS

The CONTRACTOR shall complete and submit all reports, in such form and according to such schedule, as may be required by the PRDOH and/or the Government of Puerto Rico. 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.

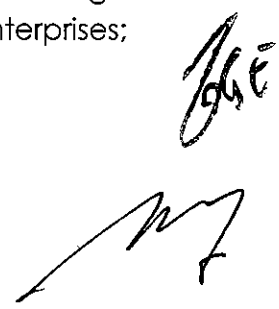
6. MAINTENANCE/RETENTION OF RECORDS

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;
- (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

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- (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.

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by HUD.

9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Proposer will comply with the provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in any program or activity that receives Federal funds or other Federal financial assistance. Programs that receive Federal funds cannot distinguish among individuals on the basis of race, color or national origin, either directly or indirectly, in the types, quantity, quality or timeliness of program services, aids or benefits that they provide or the manner in which they provide them. This prohibition applies to intentional discrimination as well as to procedures, criteria or methods of administration that appear neutral but have a discriminatory effect on individuals because of their race, color, or national origin. Policies and practices that have such an effect must be eliminated unless a recipient can show that they were necessary to achieve a legitimate nondiscriminatory objective.

10. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The CONTRACTOR shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

11. SECTION 504 OF THE REHABILITATION ACT OF 1973

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

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

12. AGE DISCRIMINATION ACT OF 1975

The CONTRACTOR shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under, any program or activity receiving Federal financial assistance.

13. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The CONTRACTOR represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. Part 2424.

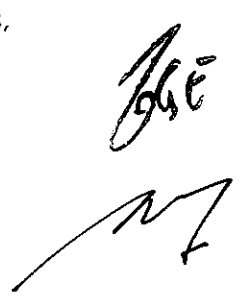
14. CONFLICTS OF INTEREST

The CONTRACTOR shall notify the PRDOH as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 or 84.42, 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

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- product to be offered and describing the performance of other relevant requirements of the procurement; and
- (vii) Any arbitrary action in the procurement process.

The CONTRACTOR represents to the PRDOH that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this Contract.

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. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

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

20. DAVIS-BACON ACT

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

The CONTRACTOR shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by CONTRACTORS or subcontractors, including employees of other governments, on construction work assisted under this Contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

On a semi-annual basis, the CONTRACTOR shall submit Form HUD 4710 (Semi-Annual labor Standards Enforcement Report) to 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.

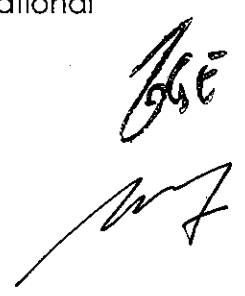
23. SECTION 503 OF THE REHABILITATION ACT OF 1973

(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:
 - (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.



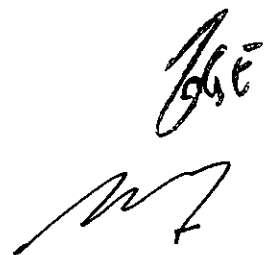
- 2) The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 3) In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, 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 CFR chapter 60).

During the performance of this Agreement, the CONTRACTOR agrees as follows:

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- 1) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2) The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 4) The CONTRACTOR will send to each labor union or representative of workers with which he 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 Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 7) In the event of the CONTRACTOR's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this

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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 Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

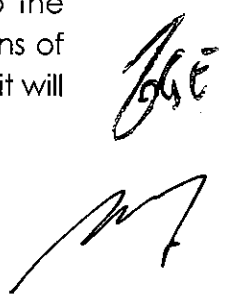
- 8) CONTRACTOR shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The CONTRACTOR will take such action with respect to any 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.

**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

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forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

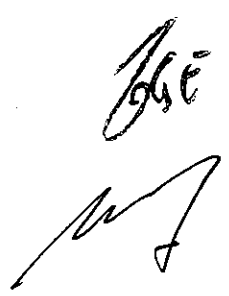
26. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS
(Applicable to contracts exceeding \$100,000)

The CONTRACTOR and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- 1) A stipulation by the CONTRACTOR or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
- 2) Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 3) A stipulation that as a condition for the award of the 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.

27. ANTI-LOBBYING
(Applicable to contracts exceeding \$100,000)

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By the execution of this Contract, the CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 3) The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. BONDING REQUIREMENTS

(Applicable to construction and facility improvement contracts exceeding \$100,000)

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

- 1) A bid guarantee from each bidder equivalent to five percent (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 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 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 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- 3) The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 4) The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate



action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

- 5) The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 C.F.R. Part 135.
- 6) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this 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 (25 U.S.C. § 450e) 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 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 94-163, as amended.

The Hatch Act applies to political activities of certain state and local employees. As a Puerto Rico Department of Housing CONTRACTOR, you may do any of the following activities: be a candidate in nonpartisan elections; attend political meetings and conventions; contribute money; campaign in partisan elections; and hold office in political parties.

The CONTRACTOR may not do the following activities: be a candidate in partisan elections; use official influence to interfere in elections; coerce political contributions from subordinates in support of political parties or candidates the office of special counsel operates a website that provides guidance concerning hatch act issues.

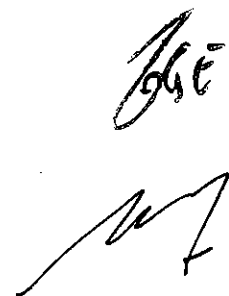
33. HEALTH AND SAFETY STANDARDS

All parties participating in this project agree to comply with Sections 107 and 103 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his 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.

35. WITHHOLDING OF WAGES

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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.

42. RELIGIOUS ACTIVITY

The CONTRACTOR agrees to abstain from using any funds related to this Agreement for inherently religious activities prohibited by 24 CFR 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).

