

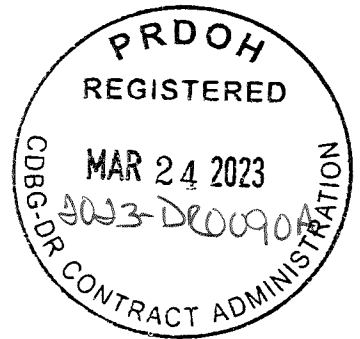


# Amendment A

## COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY AND MITIGATION (CDBG-DR/CDBG-MIT)

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

Contract No. 2023-DR0090  
Amendment A Contract No. 2023-DR0090A



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*PRDOH*

This **AMENDMENT A** to the **AGREEMENT FOR CALL CENTER OPERATION SERVICES** (**Amendment** or **Amendment A**) is entered into in San Juan, Puerto Rico, this 24<sup>th</sup> of March, 2023, by and between the **PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)**, a public agency created under Act No. 97 of June 10, 1972, as amended, 3 LPR § 441, et seq., known as the "Department of Housing Governing Act" with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by Ricardo Vázquez Morales, of legal age, single, and resident of San Juan, Puerto Rico, in his capacity as Subsecretary; and **TELECONTACTO-TELECONTACT, INC. (CONTRACTOR)**, with principal offices in Urb. Hyde Park, 275 Ave. Jesús T. Piñero, San Juan, Puerto Rico, herein represented by Ileana Agosto Correa, in her capacity as General Manager, of legal age, single, and resident of Trujillo Alto, Puerto Rico, duly authorized by Resolution by the CONTRACTOR.

#### I. RECITALS AND GENERAL AWARD INFORMATION

**WHEREAS**, on February 24, 2023, the PRDOH and the CONTRACTOR entered into an Agreement for Call Center Operation Services, registered under Contract No. 2023-DR0090, for a maximum amount not to exceed **FIVE MILLION ONE HUNDRED ELEVEN THOUSAND SIX HUNDRED FORTY DOLLARS (\$5,111,640.00)**; **Account Numbers: MITA12ADM-DOH-NA 4190-10-000, MITA12ADM-DOH-NA 4190-13-000, R02A01ADM-DOH-NA 4190-10-000, and R02A01ADM-DOH-NA 4190-13-000**, ending on February 24, 2026 (**Agreement**).

**WHEREAS**, as per Article XL of the Agreement, the Agreement may be amended in writing and signed by a duly authorized representative of each party. Nonetheless, the amendment shall not invalidate the Agreement nor release the Parties from their obligations under the Agreement.

**WHEREAS**, it is the intention of the Parties that this Amendment is not intended to affect nor does it constitute an extinctive novation of the obligations of the Parties under the Agreement but is rather a modification and amendment of certain terms and conditions under the Agreement.

**WHEREAS**, each party represents that the person executing this Amendment has the necessary legal authority to do so on behalf of the respective party.

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

#### II. SAVINGS CLAUSE

The information included in this Amendment A serves the purpose of modifying and amending certain terms and conditions under the Agreement, as established in the following Articles III and IV of this Amendment A. All other provisions of the original Agreement, including its attachments, shall continue to be in full force and effect.

### III. SCOPE OF AMENDMENT

The Communications Division has identified the need to amend the Agreement to include fifty (50) Direct Inward Dialer (DID) virtual license stations (DID licenses or licenses) for third parties. The licenses will be distributed to PRDOH third parties that support the programs' administration under CDBG-DR and CDBG-MIT. The use of DID licenses requires a set-up fee and an Allowance for Telephone Traffic costs. As a result, **Attachment C** (Price Form) of the Agreement will be modified to increase the contract budget by **five hundred fifty-nine thousand nine hundred ninety-five dollars (\$559,995.00)** for a total amount of **five million six hundred seventy-one thousand six hundred thirty-five dollars (\$5,671,635.00)**. In compliance with Regulation No. 9205 of August 4, 2020, 'Procurement Manual for the CDBG-DR Program', the Procurement Division conducted an analysis of the DID license and set-up fee rates and concluded that they are reasonable.

The term of the Agreement will remain the same. In addition, **Attachment E** (Insurance Requirements) **Attachment G** (Contractor Certification), and **Attachment H** (Non-Conflict of Interest Certification) are replaced by updated versions of these attachments.

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### IV. AMENDMENTS

A. The Parties agree to replace **Article IV. COMPENSATION AND PAYMENT, Paragraph B** as follows:

B. *The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed FIVE MILLION SIX HUNDRED SEVENTY-ONE THOUSAND SIX HUNDRED THIRTY-FIVE DOLLARS (\$5,671,635.00) from Account Number: MITA12ADM-DOH-NA 4190-22-000; MITA12ADM-DOH-NA 4410-30-000; R02A01ADM-DOH-NA 4190-22-000; R02A01ADM-DOH-NA 4410-30-000; MITA12ADM-DOH-NA 4190-10-000, MITA12ADM-DOH-NA 4190-13-000, R02A01ADM-DOH-NA 4190-10-000, and R02A01ADM-DOH-NA 4190-13-000.*

B. A revised **Attachment C** (Price Form) is being included as a reference to the Agreement in place of the original **Attachment C** (Price Form). This revised version contains an Allowance for Telephone Traffic Costs, the costs of DID licenses, and setup fees. (**Attachment I** of this Amendment A).

C. A revised **Attachment E** (Insurance Requirements) is being included as a reference to the Agreement in place of the original **Attachment E** (Insurance Requirements). (**Attachment II** of this Amendment A).

D. A revised **Attachment G** (Contractor Certification) is being included as a reference to the Agreement in place of the original **Attachment G** (Contractor Certification). (**Attachment III** of this Amendment A).

E. A revised **Attachment H** (Non-Conflict of Interest Certification) is being included as a reference to the Agreement in place of the original **Attachment H** (Non-Conflict of Interest Certification). (**Attachment IV** of this Amendment A).

### V. HEADINGS

The titles of the paragraphs of this Amendment 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 Amendment.

## **VI. FEDERAL FUNDING**

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

## **VII. COMPLIANCE WITH LAW**

It is the intention and understanding of the Parties hereto that each and every provision of law required to be inserted in the Agreement, as amended, should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then the Agreement, as amended, shall forthwith, upon the application of any Party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of any Party.

## **VIII. SUBROGATION**

The CONTRACTOR acknowledges that funds provided through the Agreement, as amended, are Federal funds administered by HUD under the CDBG-DR Program and that all funds provided by the Agreement, as amended, are subject to audit, disallowance, and repayment. Any disagreement with adverse findings may be challenged and subject to Federal regulation, however, the CONTRACTOR shall promptly return any and all funds to the PRDOH, which are found to be ineligible, unallowable, unreasonable, duplication of benefits, or non-compensable, no matter the cause. This clause shall survive indefinitely the termination of the Agreement, as amended.

## **IX. COMPTROLLER REGISTRY**

The PRDOH shall remit a copy of this Amendment to the Office of the Comptroller for registration within **fifteen (15) days** following the date of execution of this Amendment and any subsequent amendment thereto. The services object of this Amendment may not be invoiced or paid until this Amendment has been registered by the PRDOH at the Comptroller's Office, pursuant to Act No. 18 of October 30, 1975, as amended by Act No. 127 of May 31, 2004.

## **X. ENTIRE AGREEMENT**

The Agreement and this Amendment constitute the entire agreement among the Parties for the use of funds received under the Agreement and this Amended Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written among the Parties with respect to the Agreement.

## **XI. SEVERABILITY**

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

## **XII. COUNTERPARTS**

This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, however, all of which together shall constitute one and the same instrument. If the Amendment is not executed by the PRDOH within **thirty (30) days** of execution by the other party, this Amendment shall be null and void.

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**XIII. SURVIVAL OF TERMS AND CONDITIONS**

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

**IN WITNESS THEREOF**, the Parties hereto execute this Amendment A in the place and on the date first above written.

**PUERTO RICO DEPARTMENT OF  
HOUSING**

**TELECONTACTO-TELECONTACT, INC.**

*Ricardo Vázquez Morales*

Ricardo Vázquez Morales, CPA  
Subsecretary  
Tax ID No. 66-0558579  
Unique Entity ID: FFMUBT6WCM1

*Ileana Agosto Correa*

Ileana Agosto Correa (Mar 24, 2023 16:29 EDT)

Ileana Agosto Correa  
General Manager  
Tax ID. No. 66-0545150  
Unique Entity ID: K3JMDFMJ7S79



**ATTACHMENT C**  
**Exhibit G**  
**PRICE FORM**  
Request for Proposals  
Call Center Operation Services  
Community Development Block Grant – Disaster Recovery and  
Community Development Block Grant- Mitigation  
CDBG-DRMIT-RFP-2022-06  
(Revised for Amendment A)

Name of Proposer: Telecontacto-Telecontact Inc.

Position	Estimated Qty. of Resources [A]	Max. Hours per Month Per Resource [ B ]	Rate Per Hour <sup>(1)</sup> [ C ]	Maximum Monthly Cost <sup>(3)</sup> [D = A x B x C]	Maximum Annual Cost [D = A X B X C]
Project Manager	1	200	\$32.00	\$6,400.00	\$76,800.00
Supervisors	3	200	\$25.00	\$15,000.00	\$180,000.00
Customer Service Representatives	30	175	\$22.00	\$115,500.00	\$1,386,000.00
<b>Subtotal</b>				\$136,900.00	\$1,642,800.00
<b>Sub-total Cost of Services for 3 Years (36 Months)</b>					\$4,928,400.00
<b>Additional Costs</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>	
Call Center Start-up <sup>(2)</sup>	1	Lump Sum	\$24,480.00	\$24,480.00	
Call Center Maintenance <sup>(2)</sup>	36	Months	\$4,410.00	\$158,760.00	
Virtual Licenses Stations for third parties <sup>(2)</sup>	\$250.00 cost per license per month			\$450,000.00	
Set-up Fee <sup>(2)</sup>	1	Lump Sum	\$9,995.00	\$9,995.00	
Allowance for PMs calls traffic <sup>(2)</sup>				\$100,000.00	
<b>Sub-total Annual Cost for 3 years of service</b>					\$743,235.00
<b>Sub-total Annual Cost for Year 1 (Start up + 12 months of Maintenance, Virtual Licenses and Set-up fee)</b>					\$237,395.00
<b>Sub-total Annual Cost for Years 2 &amp; 3 (24 months of Maintenance and Virtual Licenses)</b>					\$405,840.00
<b>TOTAL PROPOSAL COST</b>					<b>\$5,671,635.00</b>

Notes on Proposal Cost

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

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

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

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

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

**Description of Virtual Licenses Stations for third parties (see note 2 in Cost Form)**

- Virtual Licensed Stations Telephony Soft-Phone for Regional offices are intended for third parties. Costs related to Telecontacto's CSRs licenses needed to provide the service to PRDOH are included in the Call Center maintenance cost unit price.
- Please note this would be the maximum estimated budget. The cost per used license per month is \$250.00. The number of licenses provided per month will vary depending on PRDOH's need.
- Computers and headsets are not included.

**Description of Set-up Fee (see note 2 in Cost Form)**

- Includes IVR, Users and DID's/Trunk.
- This is a one-time flat rate.

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**Description of Allowance for PMs calls traffic (see note 2 in Cost Form)**

- Telephone traffic cost \$0.02 per minute.
- Telecontacto only invoices for actual minutes used. A detailed monthly report of traffic consumption is always provided as support.



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

**SPECIAL INSURANCE SPECIFICATIONS**  
**For Professional Services**

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

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

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

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

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

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



**INSURANCE REQUIREMENTS**  
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**Community Development Block Grant-Mitigation**  
**Puerto Rico Department of Housing**

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

LIMIT	
• Auto Liability -	\$1,000,000
• Physical Damages -	\$1,000,000
• Medical Payments -	\$ 20,000
<b>The Commercial Auto cover must be applied to the following symbols:</b>	
• Liability Coverage -1	
• Physical Damages – 2 and 8	
• Hired – Borrowed Auto – 8	
• Non-Owned Auto Liability – 9	

**4.(X) Professional Liability for and not limited to Project Manager, Supervisors and any subcontractor or other Professional related to the Services.**

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

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

**(X) A. 2** Limits:

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

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

**5. (X) Employment Practices Liability**

Limit - \$2,000,000

**6. (X) Cyber Liability**

Limit - \$3,000,000

**7. (X) Umbrella**

Limit - \$5,000,000

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

8. (X) Due to the *RFP for this contract* include a **property location** that must include the **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. Please provide a copy of the **Property Coverage Insurance** Policy with a **Business Income and extra expenses** coverage for relocation of the operations in case of Disaster that may require it., This property coverage must include EDP equipment and Programs related to the operations of the premises and Services to be provide.

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

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

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

**B. IMPORTANT NOTICE TO INSURANCE AND SURETY COMPANIES AND THEIR REPRESENTATIVES**

All insurance companies and all guarantors who issue policies or bonds under our special contractual conditions are subject to the following:

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

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

3. Submit to the **\*PRDOH** a written certification as evidence of full payment of premiums by the Contractor. Mention each risk coverage premium separately.
4. Avoid sub-contractual obligations of premium financing or any other kind, which may be detrimental to the public interest.
5. Avoid any request for cancellation by the contractor prior to the expiration date of the policy, without the consent of the Contract Division of the **\*PRDOH**: Discuss any refund of unearned premium.
6. Follow all Federal Bail and Acceptance Insurance Regulations, when applicable.
7. Indicate in the appropriate place of all insurance policies and/or bonds, the **full description of the project, work or service** to be rendered.
8. Not to make any **endorsement** to insurance policies and bonds issued under the special conditions mentioned above, unless approved by the Insurance Section of the **\*PRDOH**.
9. **To ensure that all insurance policies or bonds are issued to comply with all of our special insurance conditions with respect to the period of coverage, type of risk coverage, as well as all limits, as specified, and also to eliminate those exclusions in accordance with our request.**
10. Clarify any questions regarding insurance requirements by any means of communication with the Insurance Section of the **\*PRDOH** under the Secretary for Legal Affairs.
11. The Contractor shall, throughout the performance of Work under the Contract and until the Final Acceptance of the Program, maintain current, and in effect all the required insurance, except the Builder's Risk, which shall terminate on the date of substantial completion.
12. Insurance coverage in the minimum limit amounts set forth herein shall not be construed to release the Contractor from liability in excess of such coverage limit. Contractor must give thirty (30) calendar days written notice to PRDOH before any policy coverage is change, canceled or not renewed and shall cause the insurance carrier to do the same.

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

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

The **successful proposer**, as the prime contractor, has the duty to require each of the **subcontractors or subcontractor** to maintain in force **all insurance policies and/or bonds** necessary to cover their individual participation in the risk or risks related to the subcontracted work or service to be rendered.

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

In case of any **change order** and/or amendment resulting in alteration of the original project completion date or total original cost, the prime contractor shall take the necessary steps to request the insurer to include such changes in all related insurance policies and/or bond and to submit evidence by appropriate endorsements with effective dates. Cancellations without consent are not accepted.

The **\*PRDOH** reserves the right to stop any work or service under contract until the breach of these requirements has been remedied, so that any delay in the performance of the contract based on any breach of the insurance coverage requirements shall be deemed the sole responsibility of the Main Contractor.

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

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

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

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

**C. CERTIFICATE OF CONTRACT DIVISION**

We hereby certify, to our best knowledge and understanding, that we have prepared the aforementioned ***"Insurance and Bonds Special Conditions"*** after a proper evaluation of the related risks, based on the information of the nature of the project and description submitted to us, as requested by the Contracting Program through a written application.

**DESCRIPTION OF THE SERVICES:**

**Professional Services**

**CALL CENTER OPERATIONS**  
**SERVICES CDBG-DRMIT-RFP-2022-06**

June 3, 2022

Date review on  
March 21, 2023

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



## ATTACHMENT G

### CONTRACTOR CERTIFICATION REQUIREMENT

#### TELECONTACTO-TELECONTACT, INC.

##### I. Contractor (or Subrecipient) Certification Requirement:

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

1. The expected subcontractor(s) in connection with the contract<sup>1</sup> is (are) the following:
2. Neither the contractor (or subrecipient) nor any of its owners<sup>2</sup>, partners, directors, officials, or employees, has agreed to share or give a percentage of the contractor's (or subrecipient's) compensation under the contract<sup>3</sup> to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract.
3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation, or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.
4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with the contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).
5. Neither the contractor (or subrecipient), nor any of its owners, partners, directors, officials, or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from

<sup>1</sup> As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

<sup>2</sup> For purposes of this Certification, a contractor's "owner" shall mean any person or entity with more than a ten percent (10%) ownership interest in the contractor.

<sup>3</sup> As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

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third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law.

6. Any incorrect, incomplete or false statement made by the contractor's (or subrecipient's) representative as part of this certification shall cause the nullity of the proposed contract and the contractor (or subrecipient) must reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

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

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

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By: Teresa Agostino Caron

Position: General Manager

Signature: Teresa Agostino Caron

Date: March 21, 2023

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ATTACHMENT H  
NON-CONFLICT OF INTEREST CERTIFICATION  
TELECONTACTO-TELECONTACT, INC.

The CONTRACTOR certifies that:

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

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

Ileana Agostino Correa  
Signature

Ileana Agostino Correa  
Printed Name

March 21, 2023  
Date

General Manager  
Position












# Amendment A (Telecontacto-Telecontact, Inc.)

Final Audit Report

2023-03-24

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By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
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