



## Amendment B

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

**AMENDMENT B 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  
Amendment B Contract No. 2023-DR0090B



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This **AMENDMENT B** to the **AGREEMENT FOR CALL CENTER OPERATION SERVICES (Amendment or Amendment B)** is entered into in San Juan, Puerto Rico, this 24<sup>th</sup> of April, 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 LPRA § 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**, the Agreement was amended on March 24, 2023, through Amendment A, registered as Contract No. No. 2023-DR0090A, to include fifty (**50**) Virtual Licenses Stations (**licenses**) for third parties. As a result, **Attachment C** (Price Form) of the Agreement was 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 a price analysis of the licenses and set-up fee rates and concluded that they were reasonable. Amendment A did not modify the termination date. In addition, **Attachment E** (Insurance Requirements) **Attachment G** (Contractor Certification), and **Attachment H** (Non-Conflict of Interest Certification) were replaced by updated versions of these attachments.

**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

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The information included in this Amendment B 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 B. 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 eliminate the limitation in the number of Virtual Licenses Stations (**licenses**) for third parties to be requested by PRDOH. This will allow PRDOH to request licenses within the maximum budget allocated in this Agreement, considering that needs may vary from time to time. As a result, **Attachment C** (Price Form) of the Agreement will be modified to clarify that the line item for the licenses is expected to function as a not-to-exceed amount, from which costs for licenses will be invoiced based on the actual number of licenses used by PRDOH without limiting the number of licenses per month. The CONTRACTOR may invoice the number of licenses requested by PRDOH at any given month. However, the total amount to be invoiced during the term of the Agreement may not exceed the total cost indicated for licenses in **Attachment C** (Price Form). The term date and budget of the Agreement will remain the same. In addition, **Attachment G** (Contractor Certification) and **Attachment H** (Non-Conflict of Interest Certification) are replaced by updated versions of these attachments.

## IV. AMENDMENTS

- A. A revised **Attachment C** (Price Form) is being included as a reference to the Agreement in place of the original **Attachment C** (Price Form). **Attachment C** (Price Form) of the Agreement will be modified to clarify that the line item for the Virtual Licenses Stations (**licenses**) for third parties is expected to function as a not-to-exceed amount, from which costs for licenses will be invoiced based on the actual number of licenses used by PRDOH without limiting the number of licenses per month. The CONTRACTOR may invoice the number of licenses requested by PRDOH at any given month. However, the total amount to be invoiced during the term of the Agreement may not exceed the total cost indicated for licenses in **Attachment C** (Price Form). (**Attachment I** of this Amendment B).
- B. 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 II** of this Amendment B).
- C. 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 III** of this Amendment B).

## **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.

**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 B in the place and on the date first above written.

**PUERTO RICO DEPARTMENT OF  
HOUSING**

**TELECONTACTO-TELECONTACT, INC.**

*Ricardo Vázquez Morales*

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Ricardo Vázquez Morales, CPA  
Subsecretary

*Ileana Agosto Correa*

\_\_\_\_\_  
Ileana Agosto Correa (Apr 24, 2023 10:54 EDT)  
Ileana Agosto Correa  
General Manager



**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 B)**

**Name of Proposer:** Telecontacto-Telecontact Inc.

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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 price 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 Price 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 Price 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.

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

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**Description of Virtual Licenses Stations for third parties (see note 2 in Price 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 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.
- The line item for Virtual Licenses Stations (licenses) for third parties is expected to function as a not-to-exceed amount, from which costs for licenses will be invoiced based on the actual number of licenses used by PRDOH without limiting the number of licenses per month. Contractor may invoice the number of licenses requested by PRDOH at any given month. However, the total amount to be invoiced during the term of the contract may not exceed the total cost indicated for licenses in this Price Form.

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**Description of Set-up Fee (see note 2 in Price 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 Price 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.

**[END OF DOCUMENT]**



# ATTACHMENT G

## CONTRACTOR CERTIFICATION REQUIREMENT

### TELECONTACTO-TELECONTACT, INC.

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

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

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

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2. Neither the contractor (or subrecipient) nor any of its owners<sup>1</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>2</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 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.

<sup>1</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>2</sup> As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.



5. Neither the contractor (or subrecipient), nor any of its owners, partners, directors, officials, or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law.
6. Any incorrect, incomplete or false statement made by the contractor's (or subrecipient's) representative as part of this certification shall cause the nullity of the proposed contract and the contractor (or subrecipient) must reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

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

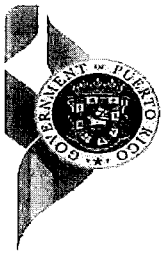
"I hereby certify under penalty of perjury that the foregoing is complete, true, and correct."

By: Ilena Agosto Carrea  
Position: General Manager

Signature: [Signature]  
Date: April 15, 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."

*Hector Agostino Cames*  
Signature

Hector Agostino Cames  
Printed Name

April 19, 2023  
Date

General Manager  
Position

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# Amendment B (Telecontacto-Telecontact, Inc.)

Final Audit Report

2023-04-24

Created:	2023-04-21
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAtKnpWnl9ys-7S0Ro3WZWjo86z9LK

## "Amendment B (Telecontacto-Telecontact, Inc.)" History

-  Document created by Radames Comas Segarra (rcomas@vivienda.pr.gov)  
2023-04-21 - 7:11:27 PM GMT
-  Document emailed to iagosto@telecontacto.com for signature  
2023-04-21 - 7:13:52 PM GMT
-  Email viewed by iagosto@telecontacto.com  
2023-04-21 - 8:11:26 PM GMT
-  Signer iagosto@telecontacto.com entered name at signing as Ileana Agosto Correa  
2023-04-24 - 2:54:12 PM GMT
-  Document e-signed by Ileana Agosto Correa (iagosto@telecontacto.com)  
Signature Date: 2023-04-24 - 2:54:14 PM GMT - Time Source: server
-  Document emailed to Ricardo Vazquez (rvazquez@vivienda.pr.gov) for signature  
2023-04-24 - 2:54:17 PM GMT
-  Email viewed by Ricardo Vazquez (rvazquez@vivienda.pr.gov)  
2023-04-24 - 4:18:06 PM GMT
-  Document e-signed by Ricardo Vazquez (rvazquez@vivienda.pr.gov)  
Signature Date: 2023-04-24 - 4:24:43 PM GMT - Time Source: server
-  Agreement completed.  
2023-04-24 - 4:24:43 PM GMT

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