



GOVERNMENT OF PUERTO RICO
Department of Housing

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

AGREEMENT FOR
WEBSITE DEVELOPMENT AND MAINTENANCE SERVICES
BETWEEN
THE PUERTO RICO DEPARTMENT OF HOUSING
AND
INFORMATION TECHNOLOGY DEVELOPERS GROUP, INC.



THIS AGREEMENT FOR WEBSITE DEVELOPMENT AND MAINTENANCE SERVICES, (hereinafter referred to as the "Agreement") is entered into in San Juan, Puerto Rico, this 25 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 Department of Housing Governing Act with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by Hon. Fernando A. Gil-Enseñat, lawyer, of legal age, married and resident of Guaynabo, Puerto Rico, in his capacity as Secretary; and **INFORMATION TECHNOLOGY DEVELOPERS GROUP, INC.** (hereinafter, the "CONTRACTOR"), with principal offices in Ave. Ana G. Mendez Carr. 176, KM 1.1 STE 2013 San Juan, Puerto Rico 00928, herein represented by Robert E. Negrón Meléndez, in his capacity as President and CEO, of legal age, married, and resident of Gurabo, Puerto Rico duly authorized by Resolution by the CONTRACTOR.

WHEREAS, on September 2017, Hurricanes Irma and María made landfall in Puerto Rico causing catastrophic island wide damage, knocking out power, water, and telecommunications for the entire island and its island municipalities. Hurricane María caused major structure and infrastructure damage to family homes, businesses and government facilities triggering the displacement of thousands of residents of the Island from their homes and jobs.

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

WHEREAS, on February 9, 2018, a Notice was published in the Federal Register, Volume 83, Issue 28 (83 FR 5844), that allocated \$1.5 billion for disaster recovery assistance to the Government of Puerto Rico.

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

WHEREAS, on August 14, 2018, an additional allocation of \$8.22 billion for recovery was allocated to Puerto Rico under Federal Register Volume 83, Issue 157, 83 FR 40314. With these allocations of funding, the PRDOH aims to lead a transparent, comprehensive recovery to benefit the residents of Puerto Rico. PRDOH holds accountability and is committed to the responsible, efficient, and transparent administration of CDBG-DR grant funding. On September 20, 2018, the Governor of Puerto Rico and the Secretary of HUD signed the Grant Agreement.

[Handwritten signature]

WHEREAS, the 83 Federal Register 28 states: "Public Website. The grantee must maintain a public website that provides information accounting for how all grants funds are used and managed/administered, including links to all action plans, action plan amendments, CDBG-DR program policies and procedures, performance reports, citizen participation requirements, and activity/program information for activities described in its action plan, including details of all contracts and ongoing procurement policies. To meet this requirement, each grantee must have a separate page that includes the information described at paragraph A.27 of Section VI of this notice."

WHEREAS, the PRDOH issued a Request for Proposals (RFP) to acquire Website Development and Maintenance Service under the CDBG-DR allocation. The purpose of the RFP is to obtain services for the design, implementation, maintenance, and manage an effective, informative, current, and easy-to-navigate website within the context of the CDBG-DR grant, the Action Plans, and the related programs currently approved and to be approved by HUD.

WHEREAS, on October 31, 2018 the PRDOH issued the CDBG-DR-RFP-2018-06.

WHEREAS, on November 27, 2018, the CONTRACTOR submitted a proposal (hereinafter referred to as the "Proposal"), which fully complied with the requirements set forth by the PRDOH.

WHEREAS, the Evaluation Committee recommended **INFORMATION TECHNOLOGY DEVELOPERS GROUP, INC** as the qualified and most advantageous firm to perform the required services at a reasonable proposed cost (**Attachment D**) to assist PRDOH in the Puerto Rico's recovery efforts according to the award criteria established in the RFP.

WHEREAS, the PRDOH desires to enter into an agreement with **INFORMATION TECHNOLOGY DEVELOPERS GROUP, INC.** to secure its services and accepts the CONTRACTOR's Proposal and costs, and the CONTRACTOR by its acceptance of the terms and conditions of this Agreement is ready, willing and able to provide the requested services contemplated under this Agreement (**Attachment A and C**).

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 lump sum fixed fee and hourly rates contract. Under this Agreement, CONTRACTOR shall submit monthly invoices to the PRDOH based on (**Attachment B**) 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	Scope of Services
Attachment B	Cost Form

Attachment C	Website Development and Maintenance Services, Under CDBG-DR, Qualifications and Approach for the Puerto Rico Department of Housing. Dated November 27, 2018
---------------------	---

- Attachment D** Bid Board, Website Development and Maintenance, CDBG-DR-RFP-2018-06, Resolution of Award dated March 4, 2019 and Award Notice dated March 7, 2019
- 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.

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 July, 24, 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.
- 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 **Attachment A** and **Attachment 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 B** of this Agreement.
- D.** The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **FIVE HUNDRED AND SIXTY FIVE THOUSAND EIGHT HUNDRED AND SIXTY DOLLARS (\$565,860.00)**; Account Number: R01A01ADM-DOH-NA 4190-10-000
- B.** Such payment shall be compensation for all allowable services required, performed and accepted under this Agreement included in **Attachment A** and **Attachment C**.
- C.** Any additional funds to complete the services requested by the PRDOH to the CONTRACTOR will be subject to evaluation before acceptance as well as funds availability and will require an amendment to this Agreement.
- D.** The CONTRACTOR shall submit an invoice to PRDOH on a monthly basis. Said invoice must be submitted including all required invoice supporting documents, including but not limited to monthly reports, timesheets, invoice and photos

[Handwritten signature]

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.

- E. An authorized representative of the PRDOH will review each invoice and, if adequate, will approve and process its payment. Payments to the CONTRACTOR shall be made by electronic funds transfer (EFT). PRDOH reserves the right to conduct any audits it deems necessary. The CONTRACTOR agrees to cooperate fully with any such audit or audits.
- F. 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.
- G. In order for the CONTRACTOR to receive payment for any work performed hereunder, the following certification must be included in each application for payment or invoice submitted to the PRDOH for payment:

"Under penalty of absolute nullity, I certify that no public servant of the government entity is a party to or has an interest in the profits or benefits that are the product of the contract subject of this invoice, and to be a party to or have an interest in the profits or benefits of resulting from the contract, under this invoice a prior dispensation has been issued. The sole consideration to furnish the contracted goods or services subject of the contract is the payment agreed upon with the authorized representative of the parties. The amount that appears in the invoice is fair and correct. The work has been performed, the products have been delivered and the services rendered, and no payment has been received for them."

V. REIMBURSABLE EXPENSES

The PRDOH will not reimburse any costs incurred by the CONTRACTOR not included in the approved Proposal or in an executed written amendment.

VI. ADDITIONAL SERVICES

Should additional services be needed by the PRDOH, such additional services shall be agreed upon by the parties in a written document signed by both parties, prior to the issuance of a notice to proceed with the performance of such additional services.

VII. OWNERSHIP AND USE OF DOCUMENTS

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

[Handwritten signature]

- 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 RECORDKEEPING

- A. **Records to be Maintained:** The CONTRACTOR shall maintain records of the state and units of general local government, including supporting documentation, which shall be retained for the greater of five (5) years from 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 client eligibility for activities provided under this agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided.

IX. NON-DISCLOSURE AND CONFIDENTIALITY

- A. **Confidential Information; Definition:** The term Confidential Information as used throughout this Section, means any information concerning PRDOH operations and that of its CONTRACTOR (e.g., the projects, computer processing systems, object and source codes and other PRDOH business and financial affairs). The term Confidential Information shall also deem to include all notes, analysis, compilation, studies and interpretation or other documents prepared by CONTRACTOR, its agents or representatives, in connection with PRDOH operations.
- B. **Non-Disclosure:** CONTRACTOR agrees to take all reasonable steps or measures to keep confidential all Confidential Information and will not, at any time, present or future, without PRDOH express written authorization, signed by the Secretary of the PRDOH, use or sell, market or disclose any Confidential Information to any third party,

ghe

CONTRACTOR, corporation, or association for any purpose whatsoever. CONTRACTOR further agrees that, except as they relate to the normal course of the service, the CONTRACTOR will not make copies of the Confidential Information except upon PRDOH express written authorization, signed by an authorized representative of PRDOH, and will not remove any copy or sample of Confidential Information without prior written authorization from PRDOH. CONTRACTOR retains the right to control its work papers subject to these confidentiality provisions.

- C. Return Documents:** Upon receipt of written request from the PRDOH, CONTRACTOR will return to PRDOH all copies or samples of Confidential Information which, at the time of the notice are in CONTRACTOR's or its agent's possession. CONTRACTOR reserves the right to retain a set of its work papers.
- D. Equitable Relief:** CONTRACTOR acknowledges and agrees that a breach of the provision of subparagraph B and C of this Section will cause PRDOH to suffer irreparable damage that could not be remedied or compensated adequately only by mere monetary retribution. CONTRACTOR **further** agrees that money damages may not be a sufficient remedy for any breach of this Section. Accordingly, the CONTRACTOR agrees that PRDOH shall have the right to seek injunctive relief and the specific performance of the provisions of this Section to enjoin a breach or attempted breach of the provision hereof, such right being in addition to any and all other rights and remedies that are available to PRDOH by law, equity or otherwise.

X. TERMINATION

- A. Termination for Cause or Default:** The PRDOH may terminate this Agreement, in whole or in part, because of CONTRACTOR'S failure to fulfill any of its obligations. The PRDOH shall terminate this Agreement by delivering to the CONTRACTOR a thirty (30) day notice of termination specifying the extent to which the performance of the service under this Agreement is terminated, the reason therefor and the effective date of termination. CONTRACTOR shall, upon written notice, be provided a ten (10) day opportunity to cure the alleged defect that resulted in the perceived default. If the defect is not cured within that period of time, CONTRACTOR shall immediately discontinue all such services being terminated and deliver to the PRDOH all information, notes, drafts, documents, analysis, reports, compilations, studies and other materials accumulated or generated in performing the services contemplated in this Agreement, whether completed or in process. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the PRDOH for damage sustained to PRDOH CDBG-DR Program by virtue of any breach of the Agreement by the CONTRACTOR. The PRDOH may withhold any payments to the CONTRACTOR, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the PRDOH by the CONTRACTOR. PRDOH shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.
- B. Termination for Convenience:** The PRDOH may terminate this Agreement, in whole or in part, whenever the PRDOH determines that such termination is necessary or convenient to the Agency. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a thirty (30) 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 days' written notice of such suspension. Upon receipt of said notice the CONTRACTOR shall immediately discontinue all Services affected.
- F. Immediate Termination.** In the event the CONTRACTOR is subjected to a criminal or civil action, suit, proceeding, inquiry or court of applicable jurisdiction, or any governmental agency, or the CONTRACTOR shall be subject to an order, judgment, or opinion, issued by any federal or local authority, a court of applicable jurisdiction, or any governmental agency, in connection with the execution, delivery, and performance by the CONTRACTOR of this Agreement or the CONTRACTOR of this Agreement has been noncompliant, breach, inaccuracy of any representation, warranties, covenants, or the certifications provided herein, whether the noncompliance, breach or inaccuracy takes place before or after the execution of this Agreement, the PRDOH shall have the right to the immediate termination of this Agreement notwithstanding, any provisions to the contrary herein. This Section will apply in the event of any judgment that may obligate the PRDOH to terminate the Agreement pursuant to Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico.
- G. Period of Transition:** Upon termination of this Agreement, and for ninety (90) consecutive calendar days thereafter (the Transition Period), CONTRACTOR agrees to make himself available to assist the PRDOH with the transition of services assigned to CONTRACTOR by the PRDOH. CONTRACTOR shall provide to the PRDOH the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the Services to the PRDOH or a third party designated by the PRDOH. The parties agree to execute a Transition Services Agreement for the Transition Period and CONTRACTOR will be paid at a reasonable, agreed upon hourly rate for any work performed for the PRDOH during the Transition Period.

[Handwritten signature]

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

1. **Penalties.** In the event the CONTRACTOR is determined to have engaged in any proscribed conduct or otherwise is in default as to any applicable term, condition, or requirement of this Agreement, at any time following the Effective Date of the Agreement, the CONTRACTOR agrees that, PRDOH may impose sanctions against the CONTRACTOR for any default in accordance with **Attachment A** and this Section. Refer to Procurement Manual and Contract Requirements, Art. XII, Section 2(a.), and all required provisions set forth at 2 C.F.R. § 200.326 and 24 C.F.R. § 570.489(g).
2. If the CONTRACTOR fails to comply with federal statutes, regulations or the terms and conditions of the 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.
3. **Liquidated damages.** The Contractor shall pay to PRDOH, as liquidated damages, \$300 for each calendar day that a deliverable required is late until deemed in compliance subject to a maximum of \$1,500 established in this Contract between PRDOH and the Contractor. Said sum, in view of the difficulty of accurately ascertaining the loss which PRDOH will suffer by reason of delay in the completion of the Work hereunder, is hereby fixed and agreed as the liquidated damages that PRDOH will suffer by reason of such delay. Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the PRDOH's right to indemnification, or the Contractor's obligation to indemnify the PRDOH pursuant to this Contract, or to any other remedy provided for in this Contract or by Law. Liquidated damages may be assessed at the sole discretion of PRDOH. For the purpose of applying and calculating such liquidated damages, a grace period of ten (10) days shall be observed and the contract schedule shall be extended by any additional time or delays outside the control of the Contractor caused by an act of commission or omission of the PRDOH, HUD, or any of their representatives. The PRDOH may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages due to the PRDOH per the formula above, the Contractor shall be liable to pay the difference.

XII. LIABILITY

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



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

XIII. INSURANCE

A. Required Coverage

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

1. PRDOH, Government of Puerto Rico, HUD and its officers, agents and employees are named as additional insured (except Worker's Compensation) but only with respect to liability arising out of tasks performed for such insured by or on behalf of the named insured.
2. To provide waiver of subrogation coverage for all insurance policies provided or herein in favor of PRDOH and its respective officers, agents and employees.
3. The insurer shall be required to give PRDOH written notice at least ninety (90) days in advance of any cancellation or material change in any such policies.

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

C. Related Requirements

The CONTRACTOR shall furnish original Certificates of Insurance evidencing the required coverage to be in force on the Effective Date of Agreement. In the case of Payment and Performance Bond, Certificate of Authority, Power of Attorney and Power of Attorney License issued by the Commissioner of Insurance shall be furnished. THE REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO THE CONTRATOR COMMENCING WORK. NO CONTRACTOR OR ITS AUTHORIZED REPRESENTATIVES ARE TO BEGIN THEIR RESPONSIBILITIES UNDER THE AGREEMENT PRIOR TO FULL COMPLIANCE WITH THIS REQUIREMENT AND NOTIFICATION FROM PRDOH TO PROCEED.

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

MM 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 will indemnify the PRDOH from any damages and/or losses arising out of any breach of this Agreement by the CONTRACTOR or against personal injuries or property damage resulting from any act of negligence or omission by the CONTRACTOR and its affiliates in connection with this Agreement.

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.

JS

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.

MM
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:

JS

To: PRDOH

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

To: CONTRACTOR

Robert E. Negrón Meléndez
President and CEO
PMB 351
35 Juan C. Borbón Street Suite 67
Guaynabo, PR 00969-5375

XVIII. THIRD PARTIES

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

XIX. SUBCONTRACTS

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

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

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

C. Monitoring: CONTRACTOR shall diligently monitor all subcontracted services. If CONTRACTOR discovers 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

- AMU*
- 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 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.
 - 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. The CONTRACTOR agrees to submit, and shall cause its subcontractors to submit, quarterly reports to the PRDOH detailing the number of new employees hired, the number of new Section 3 employees hired, and any affirmative efforts made to direct hiring efforts to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing during the previous quarter.
 - G. 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:

AGF

- A. Compliance with Executive Order 24:** Pursuant to Executive Order 24 of June 18, 1991, the CONTRACTOR certifies and guarantees that at the signing of this Agreement it has filed all the necessary and required income tax returns to the Government of Puerto Rico for the last five (5) years. The CONTRACTOR further certifies that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Government of Puerto Rico. The CONTRACTOR shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONTRACTOR will be given a specific amount of time by the PRDOH to produce said documents. During the term of this Agreement, the CONTRACTOR agrees to pay and/or to remain current with any repayment plan agreed to by the CONTRACTOR with the Government of Puerto Rico.
- B. Compliance with Executive Order 52:** Pursuant to Executive Order 52, of August 28, 1992 amending EO-1991-24, the CONTRACTOR certifies and warrants that it has made all payments required for unemployment benefits, workmen's compensation and social security for chauffeurs, whichever is applicable, or that in lieu thereof, has subscribed a payment plan in connection with any such unpaid items and is in full compliance with the terms thereof. The CONTRACTOR accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each and every CONTRACTOR and subcontractor whose service the CONTRACTOR has secured in connection with the services to be rendered under this Agreement and shall forward evidence to PRDOH as to its compliance with this requirement.
- C. Social Security and Income Tax Retentions:** The CONTRACTOR will be responsible for rendering and paying the Federal Social Security and Income Tax Contributions for any amount owed as a result of the income from this Agreement.
- D. Government of Puerto Rico Municipal Tax Collection Center (CRIM, for its Spanish acronym):** The CONTRACTOR certifies and guarantees that at the signing of this Agreement it has no current debt with regards to property taxes that may be registered with the Government of Puerto Rico's Municipal Tax Collection Center. The CONTRACTOR further certifies to be current with the payment of any and all property taxes that are or were due to the Government of Puerto Rico. The CONTRACTOR shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONTRACTOR will deliver upon request any documentation requested under this clause as per request of PRDOH. During the Term of this Agreement, the CONTRACTOR agrees to pay and/or to remain current with any repayment plan agreed to by the CONTRACTOR with the Government of Puerto Rico with regards to its property taxes.
- E. Income Tax 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 Commonwealth of Puerto Rico, public corporation, as well as the Legislative Branch, the Office of the Comptroller, the Office

[Handwritten signature]

of the Citizen Procurator 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. Compliance with Act No. 45 of April 18, 1935, as amended, 11 L.P.R.A. § 1, et seq.:** The CONTRACTOR certifies and guarantees that at the signing of this Agreement has valid insurance issued by the State Insurance Fund Corporation (CFSE, for its Spanish Acronym), as established by Act No. 45, *supra*, known as the "Puerto Rico Workers' Accident Compensation Act".
- H. Government of Puerto Rico's Agency for the Collection of Child Support (ASUME, for its Spanish acronym):** The CONTRACTOR certifies and guarantees that at the signing of this Agreement that the CONTRACTOR nor any of its Partners, if applicable, have any debt or outstanding debt collection legal procedures with regards to child support payments that may be registered with the Government of Puerto Rico's Child Support Administration. The CONTRACTOR hereby certifies that it is a limited liability company organized and existing in good standing under the laws of the Government of Puerto Rico. The CONTRACTOR shall present, to the satisfaction of PRDOH, the necessary documentation to substantiate the same. The CONTRACTOR will be given a specific amount of time by PRDOH to deliver said documents.
- I. Compliance with Act No. 168-2000, as amended, 3 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 "Puerto Rico Government Ethics Act of 2011". In connection with the possibility of a conflict of interest, this Act stipulates that no employee or executive of the CONTRACTOR, nor any member of his/her immediate family (spouse, dependent children or other members of his/her household or any individual whose financial affairs are under the control of the employee) shall have any direct or indirect pecuniary interest in the services to be rendered under this Agreement, except as may be expressly authorized by the Governor of Puerto Rico in consultation with the Secretary of Treasury and the Secretary of Justice of the Government.
- 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 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:



- AMM*
- 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.
- ghe*

- 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 CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - B. The CONTRACTOR must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - C. This certification is a material representation of fact relied upon by PRDOH. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of sub recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - D. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1. CONTRACTOR

- a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b) Meeting contract performance requirements; or
 - c) At a reasonable price.
2. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

XXVII. ACCESS TO RECORDS

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

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

XXVIII. COMPLIANCE WITH FEDERAL LAW, REGULATIONS & EXECUTIVE ORDERS

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

XXIX. NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

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.

[Handwritten signature]

The CONTRACTOR shall not assign this Agreement, in whole or in part, without the prior written consent of PRDOH, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.


XXXV. ASSIGNMENT OF RIGHTS

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

XXXVI. NON-WAIVER

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

XXXVII. GOVERNING LAW JURISDICTION

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

XXXVIII. SEVERABILITY

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

XXXIX. COUNTERPARTS


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

XL. ETHICS CLAUSE

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

XLI. CONFLICTS OF INTEREST

The CONTRACTOR shall comply with the ethics requirements set forth herein and warrant that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which



the nature of the work under a PRDOH contract and CONTRACTOR'S organizational, financial, contractual or other interest are such that:

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

The CONTRACTOR agrees that if after award he or she discovers an organizational conflict of interest with respect to this Agreement, it shall make an immediate (within the next 72 hours) and full disclosure in writing to the Contracting Officer, which shall include a description of the action, which the CONTRACTOR has taken or intends to take to eliminate or neutralize the conflict. The CONTRACTOR will disclose the details of any existing or future contract to provide services to third parties participating or for the purpose to participate in disaster recovery programs or projects in Puerto Rico. The PRDOH may, however, terminate the Agreement for the convenience of PRDOH if it would be in its best interest.

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

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

XLII. NON-CONVICTION

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

- A. It has not been convicted, nor has pleaded guilty at a state or federal bar, in any jurisdiction of the United States of America, of crimes consisting of fraud, embezzlement or misappropriation of public funds, as stated in Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits the award of Offers or government contracts to those convicted of fraud, misappropriation of public fund.
- B. It understands and accepts that any guilty plea or conviction for any of the crimes specified in Article 3 of said Act, will also result in the immediate cancellation of any contracts in force at the time of conviction, between the undersigned and whichever Government Agencies, Instrumentalities, Public Corporations, Municipalities and the Legislative or Judicial Branches.
- C. It declares under oath the above mentioned in conformity with what is established as in Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits awarding Offers for government contracts, to those convicted of fraud, embezzlement or misappropriation of public funds.
- D. The CONTRACTOR represents and guarantees that none of its employees, officials or agents have been convicted of a felony or misdemeanor. Moreover, the CONTRACTOR agrees to notify PRDOH should any employee, official, or agent is



convicted of a felony or misdemeanor after the date of this Agreement. Said notice shall be made within ten (10) days from the time of the conviction.


XLIII. DRUG FREE WORKPLACE

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

XLIV. HEADINGS

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

XLV. ACT NO. 18 OF OCTOBER 30, 1975

 The parties to this Agreement agree that its effective date will be subject to the due registration and remittance to the Office of the Comptroller of Puerto Rico. No rendering or consideration subject matter of this Agreement will be required before its registration at the Office of the Comptroller of Puerto Rico pursuant to 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.



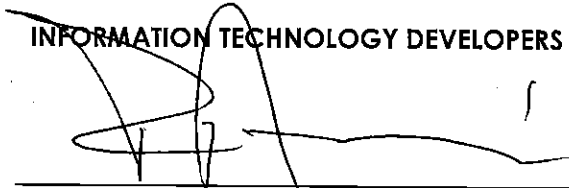
IN WITNESS THEREOF, the parties hereto execute this Agreement in the place and on the date first above written.

DEPARTMENT OF HOUSING



Fernando A. Gil-Enseñat, Esq.
Secretary

INFORMATION TECHNOLOGY DEVELOPERS GROUP, INC.



Robert E. Negrón Meléndez,
President and CEO

DUNS Number 833247013





GOVERNMENT OF PUERTO RICO
Department of Housing

ATTACHMENT 2
SCOPE OF SERVICES

Request for Proposals
Website Development and Maintenance Services
Community Development Block Grant – Disaster Recovery
CDBG-DR-RFP-2018-06

1. Introduction and Overview

The Puerto Rico Department of Housing ("PRDOH") is issuing this Request for Proposals ("RFP") to procure website development and maintenance services for a period of three (3) years with optional extensions of up to two (2) additional years under CDBG-DR grants, the Action Plan (available at <http://www.cdbg-dr.pr.gov/en/action-plan/>), and subsequent Action Plans.

83 Federal Register 28 (February 9, 2018) states (<http://www.cdbg-dr.pr.gov/wp-content/uploads/2018/03/Federal-Register-CDBG-DR-Notice.pdf>):

"Public Website. The grantee must maintain a public website that provides information accounting for how all grant funds are used and managed/administered, including links to all action plans, action plan amendments, CDBG-DR program policies and procedures, performance reports, citizen participation requirements, and activity/program information for activities described in its action plan, including details of all contracts and ongoing procurement policies. To meet this requirement, each grantee must have a separate page that includes the information described at paragraph A.27 of Section VI of this notice."

Given this requirement of the Federal Register the PRDOH, through internal and external resources, has put in place the website www.cdbg-dr.pr.gov ("the Website"). The Website complies with the current minimum requirements of the Federal Register for administration of the CDBG-DR grant. Nonetheless, additional development and modifications to the website will be required for ease of use and updating of the information included as programs implementation progress.

The PRDOH reserves the right, without limitations, to: (i) cancel this solicitation and reissue the RFP of another version of it, if it deems it to serve the public interest; (ii) amend the contract(s) of the Selected Proposer to, among others, extend its original duration, or to extend its scope; and (iii) to contract for website development and maintenance providers as a result of the selection of a qualified Proposer, or to cancel this RFP.

2. Objective

The objective of this Scope of Work is to design, implement, maintain, and manage an effective, informative, current, and easy-to-navigate website within the context of the CDBG-DR grant(s), and the Action Plans and related programs currently approved and to be approved by the U.S. Department of Housing and Urban Development ("HUD").

3. Website Audience Requirements

The Website is mainly targeted at the general public for the dissemination of information pertaining to the use of the CDBG-DR grant(s). All Sections of the Website must function in such a way that it is fully compliant with Section 508 of the Rehabilitation Act of 1973 which requires Federal Agencies to make their electronic and information technology accessible to people with disabilities. The Website must also comply with requirements stated in 83 FR 5844 (of February 9, 2018) and 83 FR 40314 (of August 14, 2018). The Website must accommodate both English and Spanish speaking citizens and all documents posted on all Sections of the Website must be in both English and Spanish.

4. Current Website

The current Website is accessible through the following address: "www.cdbg-dr.pr.gov". This Internet address shall be maintained for the future development of the new Website under this Scope of Services. The current Website may help the selected Proposer to obtain a better context of the needs of the PRDOH for the new development under this Scope of Work.

5. Website Development Objectives

The existing Website is currently structured and divided by Sections containing information and documentation in compliance with CDBG-DR funding requirements. The Proposers must maintain the current structure and must be capable to provide recommendations to improve compliance, and to implement PRDOH's requests to improve it. PRDOH must approve any modifications to the Website before any implementation, therefore, Proposers must present to the PRDOH every implementation for approval through a testing environment with controlled access.

The Website for the CDBG-DR grant(s) must be a Content Management System (CMS) capable of user content management. PRDOH expects the successful Proposer will provide the CMS as part of the contract and will not require the purchase or download of proprietary or specialized software. The Proposer must develop Website within this CMS and be cross-platform compatible (i.e. Internet Explorer, Microsoft Edge, Mozilla Firefox, Good Chrome, Apple Safari, Apple iOS, and other commonly used desktop and mobile browsers). The platform or engine to be used in creating the website must be an industry standard and well-supported open source framework. The Proposer shall ensure the framework is using the most current version of such platform and that all security updates or patches are applied. The Website, as part of its content management, shall provide user permissions for the updating of information. Also, user permission must be divided between those that update content and those that approve the content entered by other users before posting.

The Proposer must be capable to manage the following Sections and requirements:

5.1. Main (Landing)

The Main (Landing) Page of the Website must provide general informational graphics and text pertaining to the CDBG-DR grant(s), as well as navigation links for other contents of the Website. The Main Page, from time to time, should provide visitors with pop-up newsletters about the CDBG-DR grant(s) and its related programs. It should also prompt users to submit comments to posted Action Plans and amendments, as well as to any other document that may require input from the public for the use of the CDBG-DR grant(s). The Main Page should also show summary feeds of important processes underway by the PRDOH such as open procurement processes, near-future events, and opportunities for public comment. It may include social media integration with facebook, twitter, google+, and other popular social media networks user by the PRDOH.

Documents and content in the current Website are posted through the Website's Webmaster. PRDOH sends the documents to be posted and the Webmaster modifies code to accommodate any new document being posted. The PRDOH will require an administrative interface through the CMS for PRDOH users with proper access to update content and documents included without intervention from the Proposer. Proposer must be available to provide technical support to post any new content or remove existing content as required by PRDOH authorized personnel.

[Handwritten signature]

5.2. Reference Material Section

The Reference Material Section must provide visitors of the Website with general information and downloadable files as reference material related to CDBG-DR (in both English and Spanish whenever is available). Amongst other documentation, PRDOH will share HUD's requirements for the grant(s), Federal Register Notices, and other governmental documents prepared pertaining to disaster recovery efforts. These documents are related to the development of the Action Plans for the use of the CDBG-DR funds.

Documents and content in the current Website are posted through the Website's Webmaster. PRDOH sends the documents to be posted and the Webmaster modifies code to accommodate any new document being posted. The PRDOH will require an administrative interface through the CMS for PRDOH users with proper access to update content and documents included without intervention from the Proposer. Proposer must be available to provide technical support to post any new content or remove existing content as required by PRDOH authorized personnel. Document searching, and filtering functionalities must be available to visitors to facilitate search and find documents in the Website.

5.3. Action Plan Section

The Action Plan Section must contain information and downloadable files related to all CDBG-DR Action Plans (in both English and Spanish) prepared by PRDOH. Each Action Plan documentation must be clearly labeled and identified with the availability date of publication. Every Action Plan documentation must be presented in chronological order sorted from newest to oldest. All documentation must be available for download at all times.

Documents and content in the current Website are posted through the Website's Webmaster. PRDOH sends the documents to be posted and the Webmaster modifies code to accommodate any new document being posted. The PRDOH will require an administrative interface through the CMS for PRDOH users with proper access to update content and documents included without intervention from the Proposer. Proposer must be available to provide technical support to post any new content or remove existing content as required by PRDOH authorized personnel. Document searching, and filtering functionalities must be available to visitors to facilitate search and find documents in the Website. Labeling requirements for Action Plans in this Section must be established by PRDOH, therefore the Proposer and PRDOH shall agree on the labeling of every document published here.

In cases were draft Action Plans or amendments are posted and the public comment period is open, the page must allow visitors to issue comments electronically through webforms. Public comments made shall be automatically sent to PRDOH assigned staff by the Website.

5.4. Citizen Participation & Events Section

The Citizen Participation and Events Section must provide information related to Citizen Participation Plan (in both English and Spanish). This Section must provide access to PRDOH's policies and procedures which manage citizen participation for the CDBG-DR grant(s). This Section must provide visitors with an easy to read calendar containing citizen participation future and past events related to CDBG-DR.



For past citizen participation events, this Section must provide citizens with the option of download documents received by the PRDOH during such events. Therefore, each citizen participation event must have its own associated, correctly labeled, and categorized per event and documents (documents shall be uploaded upon completion of events).

Documents and content in the current Website are posted through the Website's Webmaster. PRDOH sends the documents to be posted and the Webmaster modifies code to accommodate any new document being posted. The PRDOH will require an administrative interface through the CMS for PRDOH users with proper access to update content and documents included without intervention from the Proposer. Proposer must be available to provide technical support to post any new content or remove existing content as required by PRDOH authorized personnel. PRDOH personnel must have the capability of classifying documents by categories such as the type of entity which submitted the document (e.g. government entities, non-government entities, non-for-profit entities, individuals, etc.). Document search and filtering functionality must be implemented so that, when quantity of documents becomes substantial, visitors can easily search and find documents in the Website.

5.5. Procurement Section

The Procurement Section must provide visitors of the Website with information of all procurement processes, on-going or completed, undertaken by the PRDOH or any other entity performing procurement processes to implement the different programs approved under the Action Plan. The target audience for this page are those interested in providing their services to the PRDOH under the CDBG-DR grant(s). Interested vendors to participate in any CDBG-DR procurement process must be formally registered and must obtain documents from Procurement Section. All procurement documents must be posted on this Section of the Website for potential vendors to access and download. Vendors are required to monitor the Procurement Section of the Website for new procurements of goods and services, as well as for amendments to currently in progress processes.

Procurement documents and procurement content are currently posted by the Website's Webmaster. The PRDOH delivers digital documents and content to be posted and the Webmaster modifies code to accommodate any content being posted in the Procurement Section. PRDOH is requesting that Proposer performs the necessary modifications to this Section in order to have all procurement documents and content posted directly by PRDOH authorized personnel. Proposer must be available to provide technical support to post any new content or remove existing content as required by PRDOH authorized personnel.

The PRDOH is also implementing certain programs under the CDBG-DR grant(s) through partner and subrecipient entities. These entities will also perform their own procurement processes. Therefore, the Procurement page must also consider that procurement processes may be posted by both PRDOH's Procurement Area personnel or any of the pertinent personnel from its partner entities.

Potential vendors currently register for procurement processes by downloading the CDBG-DR Procurement Process Registration Form, completing it, and sending it by email to the official CDBG-DR procurement email (cdbgdrr-procurement@vivienda.pr.gov). PRDOH is requesting that Proposer perform necessary modifications to this Section in order to create an interface



for online registrations to procurement processes through the Website. This new registration interface must build a secured list of registered prospective proposers for each procurement process which can be only accessed PRDOH's authorized personnel. As a minimum, the secured list of registered prospective proposers must contain the identification number of the procurement process to which a prospective proposer has registered to; the date and time of registration; the legal name of the prospective proposer; the physical address of the prospective proposer; the postal address of the prospective proposer; the name and position of the prospective proposer's authorize representative; contact phones of the prospective proposer; and the email address of the prospective proposer. The registration interface must have an automatic email verification of the email address entered by prospective proposers before completing any registration into the procurement process. Registrations to procurement processes must only be allowed while such processes are open and the proposal due date has not yet been reached.

With the contact information of the secured list of registered prospective proposers, the Website must have the capability of notifying registered prospective proposers when procurement documents, related to the procurement process they are registered to, are posted. These notifications must be performed by means of the email addresses, previously confirmed successfully, entered in during registration by the prospective proposers.

The Procurement Section must provide search and filtering functionality to quickly find procurement documents. Search and filtering options for procurement information must be capable to classify by process number, type of service (e.g. professional services, construction services, etc.), entity procuring (e.g. PRDOH, a partner, etc.), and status of the process (e.g. open, closed, cancelled, etc.).

5.6. Contracts Section

The Contracts Section must provide visitors of the Website with access to information of all contracts, memorandums of understanding (MOUs), and subrecipient agreements (collectively "contract documents") related to implementation and administration of the different programs approved by HUD under the CDBG-DR grant(s) by the PRDOH, its partners, subrecipients and any other entity. It must provide with access to digital copy of contractual documents and related amendments.

Digital contract documents and content are currently posted through the Website's Webmaster. PRDOH delivers digital documents and content to be posted and the Webmaster modifies code to accommodate any content being posted in the Contracts Section. PRDOH is requesting that Proposer perform necessary modifications to this Section in order to have all contract documents and content posted directly by PRDOH authorized personnel. Proposer must be available to provide technical support to post any new content or remove existing content as required by PRDOH authorized personnel.

Content on the Contracts Section must be classified by contracting entity (e.g. PRDOH, a partner, a subrecipient, etc.) (must also include the name of the contracting entity); type of contract (e.g. professional services, construction services, etc.); type of document (e.g. contract, purchase order, amendment, etc.); and contractor(s) name. As a minimum, for each contract the following information must be available in the Contracts Section: the name of the contractor, the contract execution date, the contract expiration date, the total contract amount, the contractor's DUNS number, and a brief description of the services being

File

provided under the contract. All original contractor documents and their amendments must be associated with their respective contracts and be able to be downloaded by visitors to the Website.

The Contracts Section must provide search and filtering functionality to quickly find contracting documents. Search and filtering options for this Section must be capable to classify by the same fields mentioned in previous paragraph.

5.7. Contact Section

The Contact Section must provide visitors with information to contact PRDOH's CDBG-DR grant(s) communications personnel. Updated information such as telephones, email addresses, and locations must be provided for visitors. Also, this Section must provide an interface available for public to submit inquiries to the PRDOH. Contact information must include that of the PRDOH, its partners, and any key contractors the PRDOH requires.

Proposer must include in this Section updated information of locations where citizens can apply for assistance of all the CDBG-DR programs. This Section must provide information to contact not-for-profit organization offices, state and federal government agencies offices, municipal government agencies, and intake centers where CDBG-DR services are provided. The Proposer must develop and incorporate in this Section an interface with mapping interface to locate each of these locations.

As the list will vary going forward the PRDOH will need to update the information for the offices on a regular basis without the need of intervention from the Website's Webmaster. Therefore, and administrative interface through the CMS must be provided for the PRDOH to update the content without intervention from the Proposer. Proposer must be available to provide technical support to post any new content or remove existing content as required by PRDOH authorized personnel. Offices information should include, as a minimum, the location (address) of the office, the type of office (e.g. municipal, agency, etc.), the type of assistance that citizens may apply for, and coordinates of the offices shown in maps.

This Section must provide visitors with the option of being a part of PRDOH's CDBG-DR Information Distribution List with the purpose to send mass mail to all subscribed. The list of subscribers must be securely saved and can only be accessible to PRDOH authorized personnel. The Proposers must provide all necessary programming to this email distribution that allows subscribers to unsubscribe at any moment without the intervention of neither the PRDOH nor the Proposer.

5.8. News Section

The News Section must provide visitors of the Website with access to newsletters issued by the PRDOH as related to the CDBG-DR grant(s). Newsletters must be available for download by visitors on demand.

Documents and content related to CDBG-DR News are currently posted through the Website's Webmaster. PRDOH delivers digital documents and content to be posted and the Webmaster modifies code to accommodate any content being posted in the News Section. PRDOH is requesting that Proposer perform necessary modifications to this Section in order to have all News content and documents posted directly by PRDOH authorized personnel. Proposer must be available to provide technical support to post any new content or remove existing content as required by PRDOH authorized personnel.



As required in previous Section (Contact Section), this Section must provide the option to subscribe to PRDOH's CDBG-DR Information Distribution List with the purpose to send mass mails to all subscribed citizens that which to consistently receive CDBG-DR grant(s) newsletters from PRDOH. The list of subscribers must be securely saved and can only be accessible to PRDOH authorized personnel. The Proposer must also provide the necessary programming to allow subscribers to unsubscribe at any moment without the intervention of neither the PRDOH nor the Proposer. Also, the subscription interface must be capable to automatically verify email of subscriber before completing the subscription process. The secure subscription list of subscribers should, at a minimum, collect the name of the person subscribing and the email address to which newsletters should be sent. Visitors of the Website must be able to register directly at the Website to receive newsletters. The subscription registration list should also be available for download by PRDOH personnel with the proper credentials.

5.9. Budget Section

The Budget Section must provide visitors with summaries of the general budget for the CDBG-DR grant(s). Proposer must perform all necessary modification to this Section in order to provide updated budget information to show the total amount for each of the different programs to be implemented under the CDBG-DR grant(s).

Documents and content related to CDBG-DR budget are currently posted through the Website's Webmaster. PRDOH delivers digital documents and content to be posted and the Webmaster modifies code to accommodate any content being posted in the Budget Section. PRDOH is requesting that Proposer perform necessary modifications to this Section in order to have all necessary Budget information content and documents posted directly by PRDOH authorized personnel. Proposer must be available to provide technical support to post any new content or remove existing content as required by PRDOH authorized personnel.

As a minimum, this Section should show the high-level list of programs being implemented and their updated total approved CDBG-DR fund allocations. The PRDOH will also request to further expand this page and its contents to the level of individual projects undertaken under each program and the amount of funds allocations from other non-CDBG-DR sources. The Proposer must show information in a graphical manner (i.e. Dashboard, Power BI).

5.10. Reports Section

The Reports Section must provide visitors to the Website with access to any and all reports issued by the PRDOH regarding the performance and implementation of the programs approved under the grant(s). This Section shall house the Quarterly Performance Reports (QPRs) required by HUD for grant(s), as well as any other report requested by the PRDOH to be published.

Proposer must provide necessary modification to this Section in order to have all documents and content updated the PRDOH without intervention from the Proposer. Proposer must be available to provide technical support to post any new content or remove existing content as required by PRDOH authorized personnel. All reports to be posted in this Section should be classified by their types. Some types of reports may include QPRs, monthly reports, budget reports, etc. To facilitate the finding of information by visitors of the Website a search and filtering functionality must be provided.

Page

5.11. Frequently Asked Questions (FAQ's) Section

The Frequently Asked Questions (FAQ's) Section must provide visitors of the Website with information pertaining to common questions and doubts that citizens may have as pertaining to the CDBG-DR grant(s) and its programs. It must provide informational videos and other media related CDBG-DR funds such as, for example, duplication of benefits and eligible activities. Any updated information posted in this Section must only be requested to the Proposer by PRDOH authorized personnel.

Content and media in the current Website are posted through the Website's Webmaster. PRDOH sends the content to be posted and the Webmaster modifies code to accommodate any new content being posted. The PRDOH will require an administrative interface through the CMS for PRDOH users with proper access to update content and documents without intervention from the Proposer. Proposer must be available to provide technical support to post any new content or remove existing content as required by PRDOH authorized personnel.

5.12. Programs Section

PRMM
The CDBG-DR Action Plan and amendments will guide the implementation of many programs to help Puerto Rico recover in the aftermath of Hurricanes Irma and María. The Programs Section must provide information of all programs to be implemented. Each program must have its own page within the Website. PRDOH will provide the Proposer with the most updated information for each CDBG-DR Program. The information provided for the public must at least include: Program Name, Administering Entity, National Objective(s), Total Program Budget, Maximum Award, Start and End Date, Eligible Activities, Program Priorities, Eligibility Criteria and Program Description. Programs should also be classified among the different portfolios including housing, economic development, planning, infrastructure, and multi-sector (a general description of each Program can be found in the Action Plan currently posted in the CDBG-DR Website).

The Proposer must develop this Section with the objective to provide visitors of the Website with information pertaining to all Programs utilizing an effective interface. The Proposer must prepare this Section with the capability of updating contents and documents directly by PRDOH authorized personnel.

Each Program page must have access to its respective guidelines and standard operating procedures. This information will be provided and updated from time to time by the PRDOH. Given this, the PRDOH must have the capability of posting documents in this Section on a regular basis without intervention from the Proposer. Proposer must be available to provide technical support to post any new content or remove existing content as required by PRDOH authorized personnel. For the purpose of clarity, the PRDOH is not requesting the Proposer to develop or manage the Grant Management Systems.

5.13. Complaints Interface, Fraud Reporting

The PRDOH aims to implement the programs under the CDBG-DR grant(s) in a professional and efficient manner to assist the citizens of Puerto Rico in the aftermath of Hurricanes Irma and María. Part of the quality assurance for the programs being implemented is the management and resolution of complaints, and fraud reports. Therefore, the Website must have a complaints and fraud reporting section for citizens to lodge their complaints to the PRDOH. As fraud reports are to remain confidential until proper investigations are performed, only authorized user shall be able to access fraud reports received through the Website. Fraud

JS

reports may also be sent automatically upon submittal to a designated email account to be provided by PRDOH.

6. Staffing

The Proposer shall have or will secure, at its own expense, all personnel required in performing the services under the Website Development and Maintenance Services contract. PRDOH expects the Selected Proposer to provide competent and fully qualified staff to perform the scope of work under the contract. The PRDOH reserves the right to request the removal of any staff not performing to standard. No personnel may be added to the resulting contract without the written consent of the PRDOH.

6.1. 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.

6.2. Organization and Staffing

Proposer must 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 must demonstrate the ability to adequately staff and scale each functional area to maintain agreed upon service levels throughout the life of the contract. The following represents the general descriptions for key staff to be utilized in the Proposer's proposal and, if awarded, the resulting contract.

Position	Requirements	Roles
Project Manager	<ul style="list-style-type: none">▪ Degree in computer technology, website design, or graphic design▪ At least five (5) years of experience developing websites for clients▪ Understanding of website development planning, programming languages, cross-platform compatibility, database systems, and web services, among others	<ul style="list-style-type: none">▪ Establishing project scope and objectives▪ Planning the project life-cycle deliverables and resource availability and application▪ Monitoring project progress, tracking action items, conducting design and implementation reviews▪ Examining, researching, and resolving issues▪ Assuring quality by developing and competing test plans, and maintaining project and technical documentation▪ Orienting, training, scheduling, and coaching other team members▪ Provide status reports on the project

[Handwritten signature]

Position	Requirements	Roles
Website Designer	<ul style="list-style-type: none">▪ Degree in computer technology, website design, or graphic design▪ At least three (3) years of experience in website design▪ Knowledge and experience with programming and graphic design	<ul style="list-style-type: none">▪ Meeting with stakeholders to discuss design requirements▪ Determining website content requirements▪ Creating website layouts▪ Producing sample sites▪ Designing a user-friendly, effective, and appealing website▪ Digital retouching and image editing▪ Updating website contents and layouts▪ Writing and editing content▪ Work with Website Developers to keep websites up-to-date
Website Developer	<ul style="list-style-type: none">▪ Degree in computer sciences or software development▪ At least three (3) years of experience in website development▪ Strong understanding of user interfaces, cross-browser compatibility, general web functions and standards▪ Expertise and hands-on experience with web applications and programming languages such as HTML, CSS, JavaScript, SQL, APIs, and others▪ Adequate knowledge of database systems, object-oriented programming, and web application development▪ Functional knowledge on hands-on design experience with web services▪ Strong grasp of security principles and how they apply to applications	<ul style="list-style-type: none">▪ Planning and delivering platforms used across web apps▪ Writing testable and efficient code by using best software development practices▪ Creating website user interfaces▪ Integrating data from various back-end services and databases▪ Gathering and refining specifications and requirements based on technical needs▪ Creating and maintaining software documentation▪ Maintaining, expanding, and scaling websites▪ Optimizing website performance across all platforms
Database Programmer & Administrator	<ul style="list-style-type: none">▪ Degree in computer sciences or software development▪ At least five (5) years of experience in database administration▪ Knowledge of programming relevant languages and experience with their use▪ Strong analytical and organizational skills▪ Strong knowledge of database systems and their associated languages	<ul style="list-style-type: none">▪ Finding ways to store, organize, and manage data▪ Troubleshooting▪ Keeping databases up-to-date▪ Assisting and supervising database design and development▪ Managing database access▪ Designing maintenance procedures and putting them into operation▪ Ensuring database meets user requirements▪ Managing database security, integrity, and back-up procedures▪ Implementing security procedures▪ Testing and modifying databases to ensure they operate reliably

The Proposer's team must be able to revise and produce content in both Spanish and English.

7. Tasks

The Proposer must provide the following services for the new CDBG-DR Website development and maintenance. As the CDBG-DR Website is comprehensive and ever changing, its development will be divided by the PRDOH into two stages.

7.1. Phase 1: Full Website Development

This phase will consist of the Website's development in compliance with all requirements and objectives set forth in Section 5 of this Scope of Services and in any subsequent guidance provided by HUD. During this phase the selected Proposer and the PRDOH will hold meetings to agree upon the final content and design to be implemented and maintained for the Website. The selected Proposer will be responsible for designing and presenting to the PRDOH the Website's layout and functionalities, for each page required. Upon approval by the PRDOH of the overall design the selected Proposer shall commence with the coding required for the Website implementation, as well as implementation of the Website's CMS.

Deliverables for this phase are:

- TEAM
- **Development Plan with Site Map 7 days from contract execution**
The selected Proposer shall present the PRDOH with an overall plan for the Website's development, including a general site map of the contents planned to be included.
 - **Website Design 10 days from contract execution**
The selected Proposer shall present the PRDOH with final designs for layout, art, and functionality for each and every page to be included in the Website. The selected Proposer shall not implement any development work on any Sections of the Website not approved by the PRDOH.
 - **Preliminary Functioning New Website for Testing 45 days from contract execution**
Upon substantial completion of the Website and all its functions, the selected proposer shall prepare and give access to a secure test environment to PRDOH authorized staff. PRDOH authorized staff will test all aspects of the Website's design and functions, and provide pertinent feedback of found errors or required improvements to be implemented by the selected Proposer before final launch.
 - **User Training on CMS 50 days from contract execution**
The selected Proposer will provide user training sessions to PRDOH authorized staff to teach the use of the CMS and other features in the Website. Training, at a minimum, will cover content editing, page creation, menu/navigation changes, image library, and document posting.
 - **Website Launch 60 days from contract execution**
Upon approval from the PRDOH the selected Proposer shall make public the Website. Before Website launch the selected Proposer must coordinate with PRDOH authorized staff to agree on the contents on the Website (such as documents and reports) prior to official launch.

This phase will be paid by the PRDOH to the selected proposed based upon lump-sum prices for each of the deliverables set forth above.

[Signature]

7.2. Phase 2: Website Maintenance

This phase will consist of general maintenance to the Website. Website maintenance in this context includes providing the PRDOH with technical support to troubleshoot any issues found in the Website's function as well as in the development of new/updated content for the Website outside that which has been described in Section 5 above. As there is no current scope for new/updated content for the Website, the PRDOH will provide for a time of effort line item in the contract of the selected Proposer for any updates requested. Such updates will be invoiced by the selected Proposer based on hourly rates for each position used in the requested updates. There will also be a monthly lump-sum item included in the selected Proposer's contract for general maintenance and upkeep costs of the Website such as hosting, licenses renewals, back-ups, and SSL certificates. Additional website development tasks or changes required by the PRDOH will have agreed upon timeframes for development with which the Proposer must comply. Noncompliance with agreed upon timeframes for deliveries may be subject to liquidated damages as established in the Contract.

8. Other Requirements

The services to be provided shall also be subject to the following requirements.

8.1. Website Hosting Services

PM
The PRDOH is currently hosting the Website on a server located at PRDOH Offices in coordination with the Office of Management and Budget (OGP for its Spanish acronym). Nevertheless, PRDOH will require the Proposer to perform all necessary coordination to eliminate Website dependency on local server infrastructure and on OGP. The Website will require external hosting services without government intermediaries, therefore the Proposer shall provide hosting services of the Website for the duration of the contract. The Proposer will be responsible for implementing DNS changes when the Website is ready for launch without interruption between the current and new Website. The PRDOH will supply domain name registration account information when needed. In the case of termination of the contract, all hosting responsibilities must be turned over by the Proposer to the PRDOH.

8.2. SSL/HTTPS

The new Website shall have encrypted connections with browsers in order to protect any confidential information passing through the different Sections of the Website. Therefore, the Website shall provide connections to browsers using HTTPS securing connections through the SSL protocol.

8.3. Content Migration

Proposer must be available to provide technical support to post any new content or remove existing content as required by PRDOH authorized personnel.

8.4. Website High Availability and Service Level Agreement

The Proposer shall ensure 99.9% uptime for the Website. Also, when the PRDOH raises requests for support the Proposer shall respond within the timeframes specified in the Table below.

Category of Request	Description	Response Time
Time-Sensitive Issue	Code issue, service outage, performance issue, or other outage.	2 Hours (minimum response time)

JHE

Category of Request	Description	Response Time
Content Changes / Update	General content changes support as requested by PRDOH	Within 1 hour
General Support Question	Management questions and requests for clarification.	Within 1 business day
Added Functionality Requests	Adding website functionality	Coordination meeting within 3 Business days Depending on the complexity of the requested added functionality, a meeting to discuss project timeline may be necessary. This will be scheduled within 3 business days.
Consultancy	Project-related discussions	Coordination meeting within 3 business days

END OF SCOPE OF SERVICES

[Handwritten signature]



GOVERNMENT OF PUERTO RICO
Department of Housing

Attachment B

Exhibit P
COST FORM
Request for Proposals
Website Development and Maintenance Services
Community Development Block Grant – Disaster Recovery
CDBG-DR-RFP-2018-06

Name of Proposer: INFORMATION TECHNOLOGY DEVELOPERS GROUP, INC.

FULL WEBSITE DEVELOPMENT PROPOSED COST

Development Stage	Lump Sum Price ⁽¹⁾
Development Plan with Site Map	\$4,160
Website Design	\$5,720
Preliminary Functioning Website for Testing	\$74,100
User Training on Website	\$2,800
Website Launch	\$1,680
Sub-Total Cost for Full Website Development:	\$88,460

WEBSITE MAINTENANCE PROPOSER COST

Hosting and Maintenance	Quantity	Units	Unit Price ⁽³⁾	Total Cost
Website Hosting/Maintenance	34	Months	\$650	\$22,100
Allowance for Website Additional Services ⁽²⁾	Quantity	Units	Hourly Rate ⁽⁴⁾	Total Cost
▪ Project Manager	2,040	Hours	\$65	\$132,600
▪ Website Designer	1,700	Hours	\$65	\$110,500
▪ Website Developer	2,720	Hours	\$65	\$176,800
▪ Database Administrator	680	Hours	\$52	\$35,360
Sub-Total Allowance for Website Additional Services				\$455,260
Sub-Total Website Maintenance Cost				\$477,360


Total Proposal Cost
(Full Website Development Cost plus Website Maintenance Cost) **\$565,820**

[Notes & Proposer Signature on Next Page]

Signature

Notes on Cost Form:

- (1) Lump sum prices include overhead, profit, royalties, reimbursement costs, as well as any other additional fees and administrative costs applicable to the services of the full website development.
- (2) The allowance for Website Additional Services will be invoiced by the selected Proposer upon support, modification, or additional development requests from the PRDOH after the Website Launch stage of initial development. Only tasks approved by the PRDOH may be invoiced by the selected Proposer as part of this allowance. The allowance will be invoiced by the selected Proposer based upon hours worked by staff and the hourly rates included in this Cost Form. Hours presented in the Cost Form are only for the purpose of estimating the allowance amount that will be included in the Proposer's contract. These hours shall not be interpreted as a cap on the total hours that may be worked by any specific resource during the engagement.
- (3) Unit Prices include all time and expenses, including, among others, overhead, profit, royalties, reimbursement costs, as well as any other additional fees and administrative costs applicable to the services requested.
- (4) Hourly Rates include all expenses, including, among others, overhead, profit, royalties, reimbursement costs, as well as any other additional fees and administrative costs applicable to the services requested.


Proposer's Signature

7/22/2019
Date

ROBERT E. NEGRON MELENDEZ
Proposer's Printed Name



**QUALIFICATIONS AND WORK
APPROACH PROPOSAL**

CDBG-DR-RFP-2018-06

**Website Development and Maintenance
Services**



GOVERNMENT OF PUERTO RICO
Department of Housing

**INFORMATION TECHNOLOGY
DEVELOPERS GROUP, INC.**

Postal Address:

PMB 351, 35 Calle Juan C. Borbón Suite
67, Guaynabo, PR 00969-5375

Physical Address:

Carretera 176, KM 1.1 STE 203
Rio Piedras, PR 00926

Tel. (787) 272-4922 Fax (787) 272-4901

Robert E. Negrón

President & CEO

robert.negron@itdgpr.com

November 27th, 2018



Robert E. Negrón



GOVERNMENT OF PUERTO RICO

Department of Housing

EXHIBIT A-2

QUALIFICATIONS AND WORK APPROACH PROPOSAL CHECKLIST

Request for Proposals

Website Development and Maintenance Services

Community Development Block Grant – Disaster Recovery

CDBG-DR-RFP-2018-06

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:

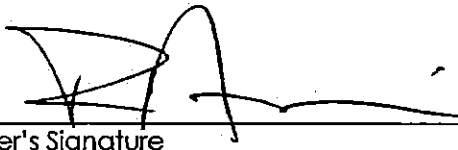
☒ Proposer

☐ First-Tier Subcontractor

Tab	Initials	First-Tier Sub. Applicability	Document Description
	RNM		Company Cover Page
	RNM		Proposal is bound into a single document using plastic comb or metal ring binders at the left margin of the page
	RNM		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	RNM	✓	Exhibit A-2: Qualifications and Work Approach Proposal Checklist
2	RNM	✓	Exhibit C: Statement of Qualifications
3	RNM	✓	Company's Profile
4	RNM		Organizational Chart
5	RNM		Key Staff Résumé and Professional Information

[Signature]

Tab	Initials	First-Tier Sub. Applicability	Document Description
6	RNM		Work Approach
7	RNM		Plan for Compliance with Section 3 Requirements <i>(Optional to obtain up to five (5) bonus points in the evaluation of the Proposal)</i>
8	N/A		First-Tier Subcontractor Information (if applicable)



Proposer's Signature

11 | 26 | 2018

Date

Robert E. Negron Melendez

Proposer's Printed Name





GOVERNMENT OF PUERTO RICO
Department of Housing

Proposer's Initials: RM

EXHIBIT C
STATEMENT OF QUALIFICATIONS
Request for Proposals
Website Development and Maintenance Services
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing
CDBG-DR-RFP-2018-06

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:

Information Technology Developers
Group, Inc.

(Legal Name)

2002

(Year of Establishment)

[REDACTED]

(Tax ID)

☐ First-Tier Subcontractor

83 324 7013

(D-U-N-S Number)

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

Robert E. Negron Melendez

(Name)

President & CEO

(Position)

1.3. Physical Address:

Ave. Ana G. Méndez

(Address Line 1)

Carr. 176 KM1.1 STE 203

(Address Line 2)

Rio Piedras

(City)

PR

(State)

00928

(Zip Code)

1.4. Mailing Address:

PMB 351

(Address Line 1)

35 Calle Juan C. Borbón STE67

(Address Line 2)

Guaynabo

(City)

PR

(State)

00969

(Zip Code)

1.5. Contact Information:

(787) 272-4922

(Telephone Number)

(787) 271-4901

(Facsimile Number)

robert.negron@itdgpr.com

(Email Address)

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

JGE

Proposer's Initials: AM

- 1.8. **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
Robert E. Negrón	[REDACTED]	robert.negron@itdgpr.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nora H. Rovira	[REDACTED]	nora.rovira@itdgpr.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Héctor M. Rovira	[REDACTED]	hector.rovira@itdgpr.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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. (Not Applicable to First-Tier Subcontractors) See Tab 4
- 2.3. Has the Bidder been involved in any criminal, civil, or administrative suits, actions, investigations, litigations, sanctions and/or administrative complaints or proceedings that where 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.**

2.4. 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	Puerto Rico Public Housing Administration	AVP Auction and Management web portal that fully manage the AVP auctions process. Design, development, and implementation of a public portal including auctions registration, auctions management, and administrative portal for internal controls. As part of the project Administration User Training is included.	\$36,500.00	4	In Development	March 2019	+ Solution Mock-ups - Screens and Flows + Site Map + Solution Development + Testing and User Certification support + Installation Packages + Implementation support	Lymari De Jesús	
2	Puerto Rico Department of Housing	CDBG-DR Web Portal - Phase 1 of the Community Development Block Grant Disaster Recovery website. Design, development, and implementation of a public informative website that complies with the current minimum requirements of the Federal Register for administration of the CDBG-DR Grant.	\$19,890.00	1	Ongoing Maintenance	April 2018	+ Screens Design Alternatives + Site Map + Solution Development + Testing and User Certification support + Implementation support + Ongoing Technical/Maintenance support	Lymari De Jesús	
3	Americas Leading Finance, LLC			1	In Development	December 2018	+ Project Schedule and Timeline + Solution Mock-ups - Screens and Flows + Solution Modifications + Testing and User Certification support + Implementation support + Ongoing Technical/Maintenance support		
4	FirstBank			12	In Development of Sprint 8 of 12	April 2019	+ Project Schedule and Timeline + High-Level Design Document + Solution Mock-ups - Screens and Flows + Screens Design Alternatives + Solution Development + Administration Module + Testing and User Certification support + Program Checklist & Installation Packages + Code Review – Zero Vulnerability Report + Deployment Playbook + End User training + Implementation support + Ongoing Technical/Maintenance support		
5	FirstBank			6	User Testing / Certification	January 2019	+ Project Schedule and Timeline + High-Level Design Document + Solution Development + Administration Module + Testing and User Certification support + Program Checklist & Installation Packages + Code Review – Zero Vulnerability Report + Deployment Playbook		

		Module; and (iv) email notifications functionality.					+ End User Administration Module training + Implementation support + Ongoing Technical/Maintenance support		
6	Institute of Puerto Rican Culture	Cultural PR web portal for the management of events registration by internal personnel and artists, including its publication to the web portal in a calendar type view available to the general public. Design, development, and implementation of a public website, which includes: (i) registration and publication of cultural events; (ii) Administrative Module; (iii) Functionality to upload documents / images / videos related to events; (iv) Logic to manage publications' approval flow (status) events.	\$50,544.00	4	In Development	January 2019	+ Project Schedule and Timeline + Solution Mock-ups - Screens and Flows + Site Map + Screens Design Alternatives + Solution Development + Testing and User Certification support + Implementation support	Carlos R. Ruiz Cortés	
7	MC-21			4	In Design	March 2019	+ Project Schedule and Timeline + Solution Mock-ups - Screens and Flows + Solution Development + Administration Module + Testing and User Certification support + Deployment Playbook + End User training + Implementation support		
8	FirstBank			6	In User Testing / Certification	December 2018	+ Project Schedule and Timeline + High-Level Design Document + Solution Mock-ups - Screens and Flows + Screens Design Alternatives + Solution Development + Administration Module + Solution Modifications + Testing and User Certification support + Program Checklist & Installation Packages + Code Review – Zero Vulnerability Report + Deployment Playbook + User Manual + End User training + Implementation support + Ongoing Technical/Maintenance support		
9	MC-21			2.5	In Planning	February 2019	+ Project Schedule and Timeline + Solution Mock-ups - Screens and Flows + Screens Design Alternatives + Site Map + Solution Development + Administration Module + Testing and User Certification support + Implementation support		

10 FirstBank			4	Waiting on User Requirements	April 2019	<ul style="list-style-type: none">+ Project Schedule and Timeline+ High-Level Design Document+ Solution Mock-ups - Screens and Flows+ Solution Development+ Administration Module+ Testing and User Certification support+ Program Checklist & Installation Packages+ Code Review – Zero Vulnerability Report+ Deployment Playbook+ End User training+ Implementation support		
--------------	--	--	---	------------------------------	------------	---	--	--

2.5. Previous Projects and Contracts that Qualify 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	Puerto Rico Tourism Company	Administrative Portal for the management of applications for licenses and inspections of Tourist Transportation, Independent Contractors, and Travel Agents. The portal includes: (i) Administrative Dashboard for applications (Transportation & Travel Agents); (ii) Inspection Module for Tourist Transportation (i.e. Taxi; Tourist Bus; Limousine); (iii) Payment Module for Infractions; (iv) Complaints module; (v) Finance Module and Reports.	\$114,050.00	12	February 2018	+ Project Schedule and Timeline + Solution Mock-ups - Screens and Flows + Solution Development + Testing and User Certification support + Deployment Playbook + End User training + Implementation support	Rose Marín	
2	House of Representatives of Puerto Rico	House of Representatives of Puerto Rico informative website and administrative module to manage Representative's information, actual positions, live sessions, and Representatives' assistance.	\$180,000.00	12	October 2016	+ Project Schedule and Timeline + Solution Mock-ups - Screens and Flows + Screens Design Alternatives + Solution Development + Testing and User Certification support + End User training + Implementation support	Ismael San Antonio	
3	Puerto Rico Public Housing Administration	Community Digital Library System web based intranet portal developed for the Public Housing Administration of Puerto Rico to facilitate the request of community libraries, the administration of requests, tracking of visits, measuring library progress, among other functionalities. The scope of the project included the design, development, and implementation of an intranet portal to manage: requests, approval flow, finance information, fund approval letter printing, tracing, schedule / register visits, progress of implementation of the libraries, inaugurate libraries, requests history, reports, alerts, and a system administration modules.	\$57,200.00	5	May 2016	+ Project Schedule and Timeline + Solution Mock-ups - Screens and Flows + Solution Development + Testing and User Certification support + End User training + Implementation support	Wilberto Barbosa	
4	FirstBank			18	November 2016	+ Project Schedule and Timeline + High-Level Design Document + Solution Mock-ups - Screens and Flows + Screens Design Alternatives + Solution Development + Administration Module + Testing and User Certification support + Program Checklist & Installation Packages + Code Review – Zero Vulnerability Report + Deployment Playbook + End User training + Implementation support		

						+ Ongoing Technical/Maintenance support		
5	Puerto Rico Tourism Company	Tourism Sponsorship custom platform system with a administrative area for internal Sponsorship processing. The scope of the project included the design, development, and implementation of an intranet and public portal to manage Sponsorship requests and processing, including request form management, process management workflow, reports, and an administration module.	\$ 53,240.00	3.5	September 2017	+ Project Schedule and Timeline + Solution Mock-ups - Screens and Flows + Solution Development + Administration Module + Testing and User Certification support + End User training + Implementation support	Pedro Ramos	
6	Guaynabo City	Requisitions System Portal - Design, development, and implementation of a Requisition / Inventory Dispatch System.	\$24,000	2.5	August 2017	+ Project Schedule and Timeline + Solution Mock-ups - Screens and Flows + Solution Development + Testing and User Certification support + End User training + Implementation support	Carmen Puig	
7	CIES	"Programa Futuro" web based solution for the management of students and teachers assistance on after-school tutorial programs, as well as the registration of students grades per academic year, per school, and per group on the basic subjects of Spanish, English, and Math. The main modules and functionalities included: (i) Students List Upload; (ii) Students Grades and Assistance Management Module; (iii) School & Groups Management Module; (iv)Security Module; (v) Administrative Module; (vi) Administrative Dashboard; and (vi) Reports Module.	\$48,290.00	6	April 2016	+ Project Schedule and Timeline + Solution Mock-ups - Screens and Flows + Solution Development + Administration Module + Testing and User Certification support + End User training + Implementation support + Data Migration support	Héctor Colón	
8	CIES	"Pruebas Basadas en Evidencias" web based solution project that included the design, development, and implementation of a public and administrative portal for the management of interventions and Programs. The main modules and functionalities included: (i) Individual Intervention Module; (ii) Environmental Interventions Module; and (iii) Public Website for Interventions /Programs.	\$19,580.00	3	March 2017	+ Project Schedule and Timeline + Solution Mock-ups - Screens and Flows + Solution Development + Administration Module + Testing and User Certification support + End User training + Implementation support + Data Migration support	Héctor Colón	
9	University of Puerto Rico Comprehensive Cancer Centre	Puerto Rico's Comprehensive Cancer Center informative website including related additional websites. Website design, development, and implementation of the following sites: (i) Informative Comprehensive Cancer Centre website (cccpr.org); (ii) Informative and Statistical	\$118,000.00	18	May 2017	+ Project Schedule and Timeline + Solution Mock-ups - Screens and Flows + Screens Design Alternatives + Solution Development + Administration Module + Testing and User Certification support + End User training	Marta Sánchez	

	Puerto Rico's Cancer Central Registry website (rcpr.org); (iii) Informative website for the Coalition for Cancer Control of Puerto Rico (coalicioncontroldecancer.com); (iv) Informative website for Puerto Rico Colorectal Cancer Control Program (controlcancercolorectalpr.com); (v) Informative website for Puerto Rico Breast and Cervical Cancer Prevention and Early Detection Program (cancerdesenoycuellouterino.com)				+ Implementation support + Data Migration support		
10 CRIM	MiCRIM Portal web based public solution created to provide customers with accessibility to their property debts, request CRIM related services, receive notifications of changes, and make payments, among others. The scope of the project included the design, development, and implementation of a public portal with the following main modules and functionalities: (i) Registration Module to view property taxes in real-time; (ii) Module for Property Management; (iii) Management of user accounts for Banks and Municipalities; (iv) Generate and print certifications; (v) Payment module and receipts; and (vi) Handle service requests for tax payers	\$140,400.00	8	February 2017	+ Project Schedule and Timeline + Solution Mock-ups - Screens and Flows + Solution Development + Administration Module + Testing and User Certification support + End User training + Implementation Support	Jennifer Cruz	

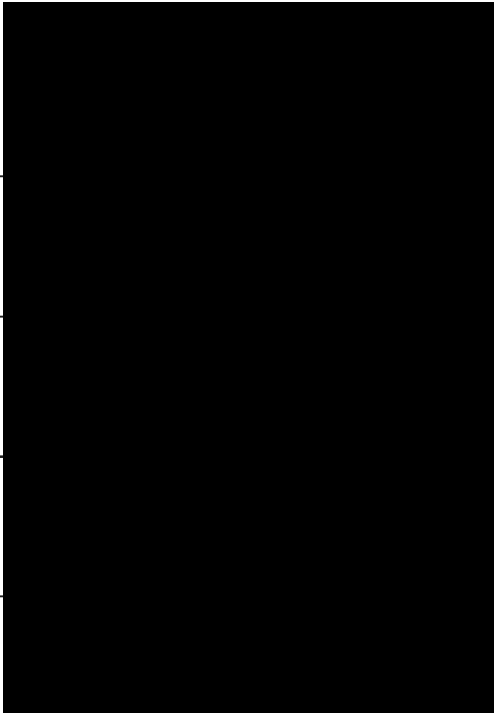
3. Reputation and Managerial, Organization, and Technical Capabilities (Not Applicable to First-Tier Subcontractors)

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 in the Profession	Résumé & Certifications
Project Manager		+ MBA in Strategic Management and Leadership from the Metropolitan University, San Juan + Bachelor of Science Degree in Systems Engineering from Universidad Católica de Santo Domingo	6	(See résumé in Tab 5)
Website Designer		+ Bachelor's Degree in Graphic Arts from the University of Puerto Rico, Carolina	13	(See résumé in Tab 5)
Website Developer		+ Bachelor's Degree in Fine Arts Drawings from the University of Puerto Rico, Rio Piedras	5	(See résumé in Tab 5)
Website Developer		+ Master of Engineering Degree in Computer Engineering from the Polytechnic University of Puerto Rico, San Juan + Bachelor of Science Degree in Electrical Engineering from the Polytechnic University of Puerto Rico, San Juan	5	(See résumé in Tab 5)
Website Developer		+ Bachelor's Degree in Computer Science from the American University of Puerto Rico, Bayamón	6	(See résumé in Tab 5)
Database Programmer and Administrator		+ Ph.D. in Computer Science from the University of Oxford, England + Master of Science Degree in Computer Science from the University of Massachusetts, Amherst + Bachelor of Science Degree in Computer Science from the University of Massachusetts, Amherst	11	(See résumé in Tab 5)

Proposer's Initials: MM

- 3.2. **References:** Provide at least three (3) separate references and contact information of past or current clients. (Not Applicable to First-Tier Subcontractors)

Name	Email	Phone Number	Relation
Carlos R. Ruiz Cortes			Project Owner for ICP's (Instituto de Cultura Puertorriqueña) Institutional Website and Cultural Events Calendar Portal Projects.
Johnny Nieves De Jesus			Project Owner and Main Contact for Applications Programming Support Contract.
Leticia Picon, CIO, OCS			Project Owner and Main Contact for Applications Programming Support Contract.
Luis Arocho			Project Contact for 2016 General Elections Results Dashboard for the New Progressive Party.
María M. Juiz Gallego			Project Owner and Main Contact for Demographic Registry Programming Support Projects.

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
1	11/13/2018		

Proposer's Initials: RM

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 26 day of November, 2018.

If Entity is an individual:

(Signature of Individual)

N/A
(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:

N/A
(Printed Name of Firm)

By: _____
(Authorized Representative's Signature)

(Printed Name of Authorized Representative)

(Address Line 1)

(Address Line 2)

(City) (State) (Zip Code)

RM

Proposer's Initials: MM

If Entity Is a partnership or joint venture:

N/A
(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:

Information Technology Developers Group,
Inc.
(Printed Name of Corporation)

Ave. Ana G. Méndez
(Corporate Address Line 1)

Carretera 176 KM1.1 STE 203
(Corporate Address Line 2)

San Juan PR 00926
(City) (State) (Zip Code)

By: _____
(Signature of Officer)

Robert E. Negrón Meléndez
(Printed Name of Officer)

President & CEO
(Title of Officer)

Attest: Nora H. Rovira
(Secretary)

[CORPORATE SEAL]

(Jurisdiction of Incorporation)

Joe

Proposer's Initials: AMM

AMM

AMM

COMPANY PROFILE

Information Technology Developers Group, Inc.

Mailing Address:

PMB 351, 35 Calle Juan C. Borbón Suite 67,
Guaynabo, PR 00969-5375

Physical Address:

Carretera 176, KM 1.1 STE 203
Rio Piedras, PR 00926

Tel. (787) 272-4922 Fax (787) 272-4901

info@itdgpr.com



File

TABLE OF CONTENT

	Page
COMPANY DETAILS _____	3
HISTORY _____	3
ABOUT US _____	4
CAPABILITIES _____	5
VISION _____	6
SERVICES _____	8
AMONG OUR CLIENTS _____	9





ITDG is a Technology Services Corporation with multi-disciplinary strengths aimed at consulting services and technology. ITDG's leadership is based on the education, knowledge, experience, and quality of our professionals

COMPANY DETAILS

Legal Name: **Information Technology Developers Group, Inc.**
Tax ID: 66-0616803
DUNS No.: 833247013
CAGE Code.: 5WVC4
Company Type: Corporation
Established Date: October 18th, 2002
Physical Address: Road 176, KM 1.1 STE 203, Rio Piedras, PR 00926
Phone Numbers: (787) 272-4911 / (787) 272-4922
Fax Number: (787) 272-4902
Email Address: info@itdgpr.com
Website URL: itdgpr.com

HISTORY

Information Technology Developers Group, Inc. (ITDG) was founded in 2002 after serving for five (5) years as the Client-Server division of *Specialized Systems Software, Inc. Specialized Systems Software, Inc.* was established in Puerto Rico in April 1979 and was dedicated to computer custom software development, sales and distribution of goods, and related services activities. It was administered by the following officials designated by the Executive Board of Directors:

Héctor M. Rovira	President
Edwin Nieves	Vice-President
Nora H. Rovira	Secretary-Treasurer

A handwritten signature in dark ink, appearing to be 'J. Nieves', is located to the right of the list of directors.

In October 2002, *Information Technology Developers Group, Inc. (ITDG)* was established in Puerto Rico. ITDG is dedicated to custom software development under Internet/Intranet environments for medium and large corporations. It is administered by the following officials designated by the Executive Board of Directors:

Robert E. Negrón President

Héctor M. Rovira Vice-President

Nora H. Rovira Secretary-Treasurer

Today, ITDG has been serving for sixteen (16) years as a leading technology consulting firm providing solutions to a variety of industries, such as: Banking, Healthcare, Private Companies, and Government Agencies; and is now integrated by a group of more than forty-five (45) engineers, developers, systems specialists, project managers, and IT professionals.

ABOUT US

ITDG understands the need of its customers to get integrated solutions instead of isolated fixes. To that extent, we have assembled a knowledgeable team of professionals that allows our company to provide our customers with services that are characterized to provide the integration of:

- Technology systems architecture, development and implementation expertise, to obtain the maximum return possible on existing and emerging trends
- Process management methods and tools, to build work disciplines and optimize the utilization of corporate resources
- Project Management disciplines, to ensure Administration objectives stay in focus
- Team facilitation and workgroup development skills, to expedite knowledge transfer and implementation commitment



CAPABILITIES

ITDG provides software solutions that target a wide range of enterprise needs. Is experienced in recollecting information that could be important to an organization and reports it in a meaningful way, so it can be on top of the factors that are crucial to the company's performance. Since the solutions are based on the organization's specific needs, the flexibility is endless. For example, an organization needs a call monitoring solution to follow how calls are handled in the company, but it would be nice if it could be a web-based solution so that it could be accessed from everywhere; and it would also like to integrate reports and dashboards... It can be done! Creativity is the limit.

ITDG's team members and associates are qualified individuals in their corresponding areas of expertise. They constantly participate in trainings promoted by the company, to help maintain its team members and associated level of proficiency in this dynamic technological area.

In addition to the team members, ITDG has access to additional expertise through our association with other professionals that are self-employed consultants and that even have provided their services to the organization on previous endeavors.

ITDG's company professional credentials include Project Management Professional (PMP®), Certified Associate in Project Management (CAPM®), Agile Certified Practitioner (PMI-ACP®), Certified Product Owner (CSPO®), and Certified Scrum Master (CSM®) certifications.

PMP® and PMI-ACP® provides practitioners and organizations with standards that describe good practices, globally recognized credentials that certify Project Management expertise, and resources for professional development, networking and community. The PMP® Credential recognizes demonstrated knowledge and skill in leading and directing project teams and in delivering project results within the constraints of schedule, budget, quality, and resources. The PMI-ACP®, Certified Scrum Product Owner (CSPO®), and Certified Scrum Master (CSM®) credentials recognize demonstrated knowledge and skill in leading and directing Agile teams

and in successfully delivering high performance visibility, better product quality, and higher customer satisfaction.

The combination of such certifications, in-depth experience, and commitment, are the perfect combination for assuring ITDG's competitive service. Customers receive well planned execution that delivers and surpasses expected results. The key elements that set ITDG aside are:

- Commitment and a comprehensive solid experience
- Use of proven best practices, methodologies, tools, and techniques
- Qualified professionals
- Customers' needs assessment and understanding

VISION

ITDG's vision is to provide advanced technological solutions with a high return on investment, taking the efficiency of the organization to a new level. In order to reach this goal, efforts are based on the following principles:

- **Trust based relationship equals low rates**

ITDG believes that an ongoing relationship of mutual benefits with its clients is more valuable than a one-time high paying project. The company strives to build a business relationship based on trust by acting as the advocates of its clients in the highly confusing sea of technology offerings. This is the reason why ITDG's rates are lower than the competition. It is very proud to acknowledge that all the customers ITDG have engaged over the years have retained the company after the first project was successfully implemented and continue to use its services for their new technological challenges.

- **Technical expertise**

ITDG knows that to deliver solid solutions it needs a knowledgeable staff. ITDG identifies individuals with the capability, knowledge, qualifications, and

experience required for its engagements and puts together a team that combines the qualities required for the successful completion of the endeavor. To complement and maintain its staff's academic preparation and work experience, ITDG encourages them to pursue technical certifications, often promoted and sponsored by the company.

▪ **Experience**

After sixteen (16) years of implementing software solutions for enterprises; ITDG has built a knowledge base that enables the acceptance of greater challenges. ITDG has served and continue serving leading companies in different industries and have implemented networked systems that are being used throughout the island. Some of our clients are from the following industries:

- Banking Industry
- Pharmaceutical Industry
- Health Care Insurance Companies
- Government Agencies

▪ **Continuous research of new technologies**

From programming tools to IT management and software development tendencies, ITDG's staff is constantly doing research on new technology developments that could improve the quality and reduce the time needed to implement the solutions provided.

▪ **Vendor independence**

ITDG knows it is very unlikely that the particular needs of an organization can be met by a single vendor. For this reason, instead of being a reseller of technology products, ITDG evaluates the needs of its clients and recommends a custom solution that may include products from different vendors.



- **Support**

Even the best systems can fail for many factors. In the event one of ITDG's solutions fails or behaves strangely, its staff is prepared to solve the problem in the least amount of time possible. By phone, remotely, or on-site, ITDG is committed to provide excellent technical support so that the down-time experienced by your organization could be minimized.

- **Security**

Since ITDG's systems often interact with data from the client's organization, it is very important that strict security guidelines be followed. ITDG's experience with banking, health care institutions, and government agencies, which have very high security standards dictated by the federal government, has prepared the company to adapt to many security requirements for managing sensitive data. Be it from their clients or their suppliers, ITDG's clients can rest assured that their data is handled with the adequate security practices required.

SERVICES

ITDG offers the following primary services:

- Systems development and professional consulting services
- Integrations of custom applications solutions
- Process re-engineering
- Project management
- Staffing and resource allocation
- Training

It provides knowledgeable resources in Help Desk/Customer Support, Network, Application and IT Infrastructure Design/Implementation/Support services, Business Analysis, Technology Engineering, and Project Management support services to its clients, to help achieve their goals and expectations. ITDG's team specializes in the design, management, and consulting of technologically advanced software, databases, IT infrastructure, and network projects. Also,

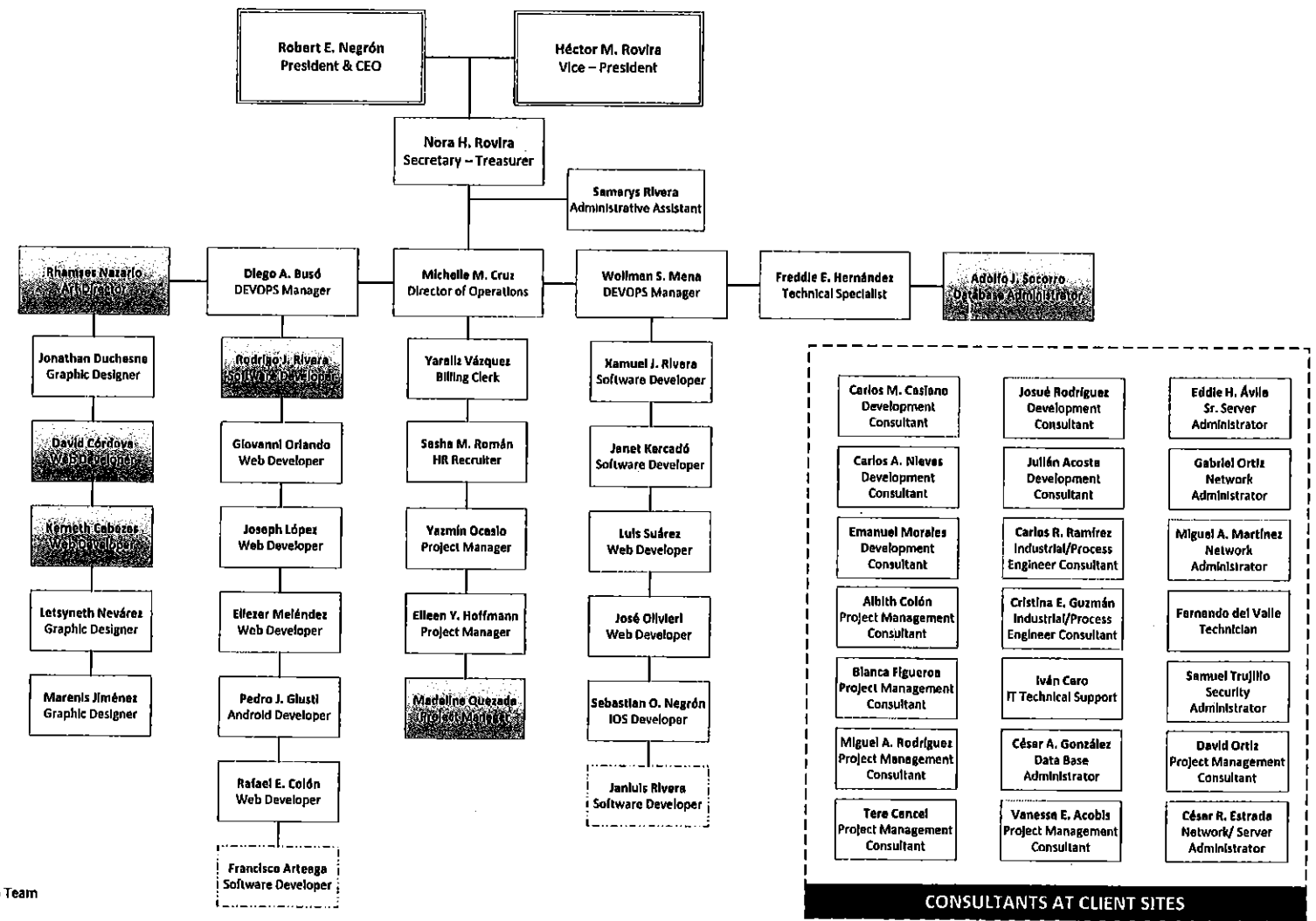
ITDG assist its clients in all phases of the project: design, bid solicitation, procurement, management, project closing, and documentation. Its experts in the fields of Information Technology and Engineering ensure that the designs consider the latest standards and codes in applied technology. Furthermore, the group has firsthand experience with end user support, technology introduction/migration, and support center implementation/relocation.

AMONG OUR CLIENTS

ITDG's client's portfolio spans the banking, insurance, health, technology, educational, and pharmaceutical industry. Among our clients you can find:

- *Administración de Vivienda Pública*
- *Americas Leading Finance*
- *Bella Group*
- *Centro de Cáncer*
- *CRIM*
- *Departamento de la Vivienda*
- *Departamento de Salud*
- *FirstBank*
- *Infomedika*
- *Instituto de Cultura Puertorriqueña*
- *MAPFRE*
- *MC-21*
- *MCS*
- *MMM*
- *Novotek*
- *Oficina del Comisionado de Seguros*
- *Scotiabank*
- *Universidad Carlos Albizu*





--- Performs Remote Work
Assigned to CDBG-DR-RFP-2018-06 Team

CONSULTANTS AT CLIENT SITES



PROFESSIONAL SUMMARY

A seasoned and well-credentialled Database Architect and BI Project Leader with achievements in the design, development, and implementation of a wide variety of data-based solutions for public and private organizations. Fully bilingual in English and Spanish.

CORE TECHNICAL COMPETENCIES AND PROFESSIONAL SKILLS

SQL Server	Data Modeling	Analysis Services (SSAS Tabular)
Power BI	Data Analysis and Visualization	T-SQL, DAX, C#, R
Database Architecture	Integration Services (ETL, SSIS)	Jira, Git
Data Warehousing	Reporting Services (SSRS)	Visual Studio

WORK EXPERIENCE

IT Developers Group, Inc./Americas Leading Finances, San Juan, PR 2017 – Present
Database Administrator

- Design and development of solution to migrate data to a new loan system with XML targets and design of interactive data-validation report using SQL Server, SQL Server Integration Services, and Power BI.
- Design and development of data exchange processes with external loan-collection systems using SQL Server and SQL Server Integration Services.
- Design and development of Call Center dashboard and reports applying SQL Server and Power BI.
- Design and development of Sales dashboard and report applying SQL Server and Power BI.
- Design and development of Business Development dashboard and report in SQL Server and Power BI.
- Design and development of Credit and Collections dashboard and report in SQL Server and Power BI.
- Design and development of data extraction and validation processes for loan portfolio analysis using SQL Server and Power BI.
- Design and development of process for data extraction from a new sales system with XML sources, SQL Server, and SQL Server Integration Services.
- Design and development of Loan Collections Scorecard dashboard and report with SQL Server and Power BI.
- In charge of Power BI training and mentoring.
- Perform other general support regarding database programming and reporting.



eSolutions, Inc., PR

2002 – Present

Principal Consultant

- Lead consultant and architect for business intelligence solutions.
- Manage groups of developers and analysts.
- Interact with clients to identify areas where technology can have a positive impact on performance and financial bottom line.
- Develop business requirements documents and technical proposals. Client locations include Puerto Rico, New York, Chile, and the Caribbean. Business sectors include pharmaceutical, government, sales, and healthcare intelligence.

Puerto Rico State Elections Commission, PR

2009 – 2013

Member / Technical Advisory Board

- Oversaw all IT projects and expenditures at the Commission and supervises technology deployments during electoral events.
- Led the development of the RFP for the first electronic vote-counting system in the state.
- Advised the Commission's President on technology strategy.
- Participated in the evaluation, selection, and negotiation of vendor proposals for software development, technology infrastructure, and telecommunications projects.

PROJECTS

Served as a Project Manager, Database Architect, and Technical Leader in the following software projects:

- **Medical Group Data Analysis and Benchmarking** – A series of healthcare intelligence measures (including HEDIS measures) for comparing and rating medical groups that provide services to subscribers of a government-sponsored health plan. Key achievements:
 - Developed ETL processes to efficiently load of more than 60 million monthly membership and medical claims records to a SQL Server database.
 - Discovered large amounts of unclaimed Medicare refunds.
 - Provided analysts with Power BI reports and dashboards to explore medical groups by measure, region, grade, and ranking.
 - Automated the combination of data from several sources to create medical and demographic subscriber and provider profiles.
- **Production Operations Efficiency Management System** – Allows for the detailed tracking of manufacturing events and labor, as well as calculating performance measures related to operational efficiency and direct labor utilization. Key achievements:
 - Reduced data-entry efforts by approximately 50% by replacing an existing access application with a web-based, graphical tool for entering, and exploring data.
 - Discovered and corrected significant bugs in measure calculations.



- Laid the SQL Server database foundation for other similar applications in the organization's IT plan.
- **Client Administration System** – Case-management system for clients of the federal Workforce Information Act and the Wagner-Peyser Act. Key achievements:
 - Led continuous compliance efforts with the data and reporting requirements of both acts.
 - Developed a perpetual data validation subsystem that generates detailed reports every day and feeds Power BI dashboards.
 - Designed the data warehouse and developed ETL processes.
 - The system has not missed federal reporting deadlines in 15 years.
- **Data Exchange Subsystem for Labor Appeals Application** – A series of ETL packages to exchange information between a legacy DB2 system and a SQL Server database. Key achievements:
 - Achieved a seamless integration between systems through a dozen SSIS packages.
 - Established data cleansing algorithms to respect the new system's stricter data integrity rules.
- **Power BI Dashboards and Reports for Pharmaceutical Sales** – Modeling and visualization of sales activity data for representatives and managers. Key achievements:
 - Automated 80% of the reporting and data mashup activities.
 - Integrated several disparate data sources into one coherent database.
 - Simplified and standardized reports previously done in Excel into interactive reports in Power BI.
 - Resolved data inconsistencies through data matching and cleansing.
- **Healthcare Database Query Optimization** – Performance tuning of a SQL Server database and stores procedures. Key achievement:
 - Reduced from 10 days to 1 day the execution time for calculating HEDIS measures.

EDUCATION

Ph.D., Computer Science

University of Oxford, England

M.S., Computer Science

University of Massachusetts, Amherst

B.S., Computer Science

University of Massachusetts, Amherst





CERTIFICATIONS

- ✓ Data Science Specialization – Johns Hopkins University (in progress: 6 of 10 courses completed)
- ✓ Querying Microsoft SQL Server 2012
- ✓ Implementing a Data Warehouse with Microsoft SQL Server 2012





PROFESSIONAL SUMMARY

Results-oriented CAPM professional with experience in Information Technology area specifically with managing the web portals. Has excellent organizational, leadership, analytical and interpersonal skills; critical thinking abilities, and great disposition to work in a team-oriented environment. Possesses ability to read, analyzes, and interprets general business documents; and facility to write reports, and procedure manuals. Performs effectively present information and respond to questions from groups of managers, clients, customers, and the general public. Possesses ability to recognize and solve problems efficiently. Able to communicate effectively in English and Spanish.

TECHNICAL SKILLS

Tools: Visio, MS Project, MS Office

WORK EXPERIENCE

IT Developers Group, Inc., San Juan, PR

2018 – Present

Project Manager

- Lead the planning and implementation of improvements in the web portal of CDBG-DR.
- Attends project team meetings, recording action items and relevant discussion topics related to CDBG-DR web portal.
- Validate and verify documentation to be published in the different sections of the CDBG-DR portal as requested.
- Assign tasks to the developer of the CDBG-DR portal for updates or new publications in the portal.
- Maintain communication with the developer to follow up of tasks assigned in CDBG-DR portal.
- Monitor that the requested times for auction publications are met.
- Keep communication with Project Analyst from CDBG-DR to give updates of tasks or informed about any blocking issues.
- Create and update tasks requested.
- Create project needs into detailed execution plans including deliverables and timelines.
- Facilitate requirements gathering, definition of project scope and goals.
- Develop and maintain project documentation.
- Keeps staff informed of any blocking issues and overall project status.
- Assemble and coordinate IT project staff, providing direction and scheduling project timelines.
- Manage project resource allocation, budget, track project deliverables and present report updates to all stakeholders.



Adjusters International, Guaynabo, PR

2018

Disaster Outreach Supervisor

- Worked with Program Manager on all other duties as assigned to ensure the outcomes for FEMA STEP Program as a single organizational entity.
- Facilitated the application process by assisting the applicant in completing the federal funding aid application and obtaining required verification.
- Determined potential eligibility for program in accordance to state/federal/local policies and procedures.
- Reviewed applications and route to the correct department for corresponding follow-up.
- Attended team meetings, recording action items and relevant discussion topics.
- Maintained confidentiality regarding applicant's sensitive personal information.
- Developed and maintained project documentation.
- Conducted business in an ethical manner that promotes the goals and objectives of FEMA and the Department of Housing from Puerto Rico.
- Called applicants to follow up with the required documents to complete the application.
- Kept staff informed of any issues and overall status.

Santander Bank, Hato Rey, PR

2012 – 2018

Telephone Banking Supervisor

2015 – 2018

- Responsible for the proper operation of the call center and a team of 15 employees.
- Supervised and coordinated employees' activities in order to comply with regulations and customer satisfaction policies.
- Investigated and resolved customer's complaints.
- Responded customers' inquiries regarding services and procedures.
- Prepared and presented updates and reports of monthly productivity.
- Developed strategies to achieve corporate goals.
- Assigned schedules according to operational needs.
- Performed monthly evaluation of employees' performance.
- Resolved issue instructions and follow up.
- Assigned duties to the team leaders.
- Monitored and ensured the achieving of sales goals.
- Audited sales reports to ensure applications were evaluated in compliance with the bank's credit policy.

Telephone Banking Team Leader

2012 – 2014

- Assisted and coached a team of 7 employees.
- Fulfilled the tasks assigned by the Supervisor.
- Responded to complex inquiries from callers.
- Monitored the assigned area of the Call Center and addressed escalated matters.
- Ensured that employees met the department's rules and schedules.

**Telephone Banking Representative**

2012

- Answered high volume of calls, over 90 calls daily from customers to resolve inquiries and provided high-quality service.
- Performed sales of bank products and services (i.e. credit cards, promotions, personal loans) during the phone call.
- Achieved and exceeded department metrics.

EDUCATION

Metropolitan University (UMET), San Juan, PR
MBA Strategic Management and Leadership

2014

Universidad Católica Santo Domingo (UCSD), Santo Domingo, DR
Bachelor of Science in Systems Engineering

2007

CERTIFICATIONS

- ✓ **Certified Associate in Project Management (CAPM)**
Project Management Institute (PMI)

2018





PROFESSIONAL SUMMARY

Innovative Art Director with more than 10 years of experience working with social media, graphic designs and web designs projects for customers. Possesses solid success in directing and implementing broad range of revenue-generating design projects, from conception to launch. Efficiently leads and administers creative design projects. Has the ability to partner cross-functionally to build consensus and ensure projects meet all milestones, deadlines, and budget requirements. Adapts to new technology and innovative processes while ensuring compliance with corporate standards. Communicates effectively and fluent in English and Spanish.

TECHNICAL SKILLS

Operating Systems: MAC

Tools: Photoshop CC, Illustrator CC, InDesign CC

WORK EXPERIENCE

IT Developers Group, Inc., San Juan, PR

2010 – Present

Art Director

- Create innovative campaigns, branding strategies and out of the box concepts to effectively reach out to client's target audience.
- Develop initial pitch offerings after conducting brand market analysis.
- Brainstorm with the team members and special project Managers to provide unique concepts and design that will exceed clients' expectations.
- Supervise a team of 6 in the house plus 2 freelance members and implement collaboration methods to ensure efficient workflow.
- Oversee recruitment of members of creative team and mentors' new hires until they find their footing.
- Review and approve designs, artwork, photography, content, and graphics developed by a creative team.
- Produce sketches, storyboards and art layouts based on creative visions of the team for client's approval.

Freelance, San Juan, PR

2008 – 2010

- Created innovative campaigns, branding strategies, and out of the box concepts to effectively reach out to client's target audience.
- Developed initial pitch offerings after conducting brand market analysis.
- Generated brainstorm with clients to provide unique concepts and design.
- Reviewed and approved designs, artwork, photography, content, and graphics.



Efrasan Printing Corp, Toa Alta, PR

2007 – 2008

Graphic Designer

- Designed and preset arts for printing.
- Large and small printing, production, installation, and set-up knowledge.

@Design, San Juan, PR

2005 – 2007

Graphic Designer

- Designed and preset arts for printing.
- Large and small printing, production, installation, and set-up knowledge.

EDUCATION

Bachelor Degree in Graphic Arts

University of Puerto Rico, Carolina Campus, Puerto Rico

TRAININGS

Trainings:

- ✓ Google Workshops (Bogota) – 2018





PROFESSIONAL SUMMARY

Programmer Analyst with 5 years of experience in the technology industry on multiple projects that have included developments for Banking/Finance, Government, and Web Commerce industries. Dedicated professional with excellent work ethics and self-motivated. Organized, efficient, and detail-oriented with strong analytical and problem-solving abilities. Has ability to work under pressure and time constraints with little or no supervision and handle multiple projects concurrently. Excellent interpersonal and programming skills. Fully bilingual in English and Spanish.

TECHNICAL SKILLS

Languages & Technologies: C#, T-SQL, CSS, HTML, ASP.Net, LINQ, Entities Framework

Developer Tools: MS Visual Studio, Reporting Services, Crystal Reports

Databases: Microsoft SQL Server

Operating System: Windows

WORK EXPERIENCE

IT Developers Group, Inc., San Juan, PR

January 2013 – Present

Programmer Analyst

- Design, develop and maintain custom applications using Microsoft .NET technologies for a variety of industries (i.e. Banking, Government, Educational, and Servicing).
- Integrate other systems using API's and web services.
- Develop adaptive web application for PC browsers, smartphones, and tablets using bootstrap and foundation frameworks.
- Provide production support for applications.
- Assist users experiencing errors within these applications and resolve errors.
- Coordinate design and implementation of applications, collaborating with project managers, development team and client representatives to ensure on-time completion of project deliverables.
- Provide administration duties on SQL Server. Tasks associated to the design, creation, back-up and restore of databases.

SPECIAL PROJECTS

- **Senior Design Capstone Project** – Intelligent Alarm System for a Vehicle – Design and implementation of an intelligent vehicle alarm system with its own defense mechanism that can communicate with the owner through a cell phone.
- **Automation Engineering Project** – PLC project using the RSLogix 500 pro software to program a vending coffee machine.



EDUCATION

Master of Engineering in Computer Engineering
Polytechnic University of Puerto Rico, San Juan, PR

Bachelor of Science Degree in Electrical Engineering
Polytechnic University of Puerto Rico, San Juan, PR

CERTIFICATIONS

✓ Scrum Master





PROFESSIONAL SUMMARY

Hard-working Web Designer and Developer with a flair for creating elegant solutions in the least amount of time. Has experience in designing and developing with 3D animation, as well in, Motion Designs and Web Designs through various projects and on-demand projects for customers. Possesses strong skills to building quality websites and applications on websites using CSS3, CSS, HTML5, JavaScript and jQuery. Communicates effectively and fluent in English and Spanish.

TECHNICAL SKILLS

Programming Languages: jQuery JavaScript, HTML5, CSS3

CMS: WordPress, DotNetNuke

Operating Systems: Windows, Mac OS, iOS

Tools: PhotoshopCC, Illustrator CC, Affinity Designer, After EffectsCC, Adobe PremiereCC, Autodesk Maya, Zbrush

WORK EXPERIENCE

IT Developers Group, Inc., San Juan, PR

2013 – Present

Web Designer / Front End Developer

- Design and develop mobile applications, web portals and admin portals for multiple and different clients applying DNN9 (DotNetNuke), Photoshop CC, WordPress, HTML5, CSS3, jQuery, JS, and other technologies.

Clients:

- ***“Administración para la Vivienda Pública”*** – Web design and development of “Vivienda” includes AVP and CDBG-DR using Photoshop and Affinity Designer for conceptual design, WordPress for front-end development and PHP for tools integration.
- **Americas Leading Finance** – Mobile app, website and admin portal using Affinity Designer and Adobe Illustrator CC. Portal Website development in DNN9 (DotNetNuke).
- **Infinity Carrier** – Video commercial with concept art design in Photoshop CC and composed in After Effects CC.
- **Nimay Mitsubishi 2015** – Web design and development.
- **St. James Security** – Web design and development in WordPress.
- **Econo** – Admin Inventory Portal Web Designing.
- **Banco Popular “Especial de Navidad” 2013 – 2016** – Web design and development using HTML5, CSS3, jQuery and JS.
- **“Centro de Cáncer de Puerto Rico”** – Web design and DNN development. This include; “Coalición para el control de cáncer”, “Registro de Cáncer de PR”, “Prevención y



Detección Temprana de Cáncer de Mama y Cuello Uterino de PR” and “Programa de Control de Cáncer Colorrectal de PR”.

- **CRIM PR 2014** – Responsible for the web design and front-end DNN development.
- **Grey Goose PR** – Web design and development. RSVP management of Grey Goose PR events.
- **Evertec Inc., and ATH 2014** – Web design and DNN web development.
- Designed a Billboard for the Baseball World Classic 2013 “Un Pueblo”.

EDUCATION

Bachelor Degree in Fine Arts Drawings

2009

University of Puerto Rico, Rio Piedras, Puerto Rico

TRAININGS

Trainings:

- ✓ Image Editing – 2007
- ✓ 3D Animation – 2011





PROFESSIONAL SUMMARY

Versatile and creative Web Designer and Front-end Developer with experience designing, developing, and managing complex responsive websites and interactive features for customers using CSS3, CSS, HTML5, JavaScript and jQuery. Possesses extensive knowledge of accessibility standards, guidelines and specifications such as Web Content Accessibility Guidelines (WCAG 2) and Section 508. Communicates effectively and fluent in English and Spanish.

TECHNICAL SKILLS

Programming Languages: jQuery JavaScript, HTML5, CSS3

CMS: WordPress, Drupal, Joomla, WebSphere, MODx

Operating Systems: Windows, Mac OS, iOS

Tools: Photoshop CC, Illustrator CC, Atom

Skills: Website optimization and security

WORK EXPERIENCE

IT Developers Group, Inc., San Juan, PR

2012 – Present

Web Designer / Front End Developer

- Design and develop web portals and admin portals for multiple and different clients applying DNN9 (DotNetNuke), Photoshop CC, WordPress, HTML5, CSS3, jQuery, JS, and other technologies.

Clients:

- **“Administración para la Vivienda Pública”** – Web development in WordPress.
- **CDBG-DR** – Web development in WordPress.
- **Banco Popular “Especial de Navidad” 2012 – 2018** – Web design and development using HTML5, CSS3, jQuery, JS and MODx.
- **Lashes and Go** – Development in WordPress.
- **“Donar (COPUR)”** – Development in WordPress.
- **“Enciclopedia de Puerto Rico”** – Web design and development in WordPress.
- **“Fundación de las Humanidades”** – Web design and development in WordPress.
- **CopyJet** – Web design and development in WordPress.
- **GMSTec** – Web design and development in WordPress.
- **CST Law** – Web design and development in WordPress.
- **Puerto Rico Blood Bank** - Web development in WordPress.
- **Universal Puerto Rico** – Web development in IBM WebSphere.
- **Dewars RSVP** – Facebook page web development in HTML5.
- **Kellogs** – Facebook page web development in HTML5.
- **DirectTV** – Facebook page web development in HTML5.



EDUCATION

Bachelor Degree in Computer Science
American University of Puerto Rico, Bayamón, Puerto Rico

2009



WORK APPROACH

Information Technology Developers Group, Inc. (ITDG) is pleased to submit the following Proposal to provide the Puerto Rico Department of Housing (PRDOH) with highly skilled consultants with the availability to effectively respond to requests for Website Development and Maintenance Services in a timely manner and on an as-needed basis, promoting the capacity and flexibility PRDOH needs. ITDG has the experience, structure and methodologies necessary to provide the services that are being solicited in CDBG-DR-RFP-2018-06 Request for Proposals (RFP), to manage the technical and programmatic efforts of the Agency related to this initiative.

PM For more than sixteen (16) years, ITDG has provided technical and management expertise to help its customers achieve their goals. ITDG's staff already supports the Puerto Rico Department of Housing and the Puerto Rico Public Housing Administration, CRIM, Department of Health's Demographic Registry, Institute of Puerto Rican Culture, FirstBank, Scotiabank, MCS, and MMM, among other clients, by providing IT, Design, Development, and Project Management support services that ensure continuity of operations for their mission critical projects and/or systems. Its knowledgeable and experience staff is well capable of providing consulting and support services of such significance; moreover, is fully committed in meeting all the requirements specified, guaranteeing its ability to comply, manage and surpass the expected support services.

Every aspect of the RFP and its amendments has been carefully reviewed and will be considered, analyzed, and undertaken following the guidelines of proven successful methodologies and best practices, such as: Software Development Lifecycle and Agile Project Management. ITDG's project approach will initially be based on a series of checklists and frameworks that will be used to assess the current IT environment, as well as stakeholders' expectations. This assessment will provide a quick snapshot of the support readiness of the organization, ITDG's required involvement, and it will help set the baseline for committed deliverables.

The experiences ITDG has undergo gives the Project Team the advantage of getting acquainted very fast and, therefore, being effective since day one. ITDG have had particular support and

outsourcing experiences in the areas presented in the RFP; furthermore, is used to design, develop, and support business critical systems in high pace environments. Such characteristics promotes the qualities needed to carry out endeavors such as the Website Development and Maintenance Services requested in the RFP.

In the following pages, is describe ITDG's development, administration and Project Management proposed approach for the services being solicited under the RFP CDBG-DR-RFP-2018-06.

Proposed Development Approach

6.3.1

After evaluating and analyzing the initial requirements presented by PRDOH, ITDG recommends establishing a Website Development Team to execute the workflow, shown in Figure 1, as many times as required, to complete the development and enhancements or corrections required for the proper implementation of the CDBG-DR Website.

This section addresses specifications on section 6.3.1 of the RFP.

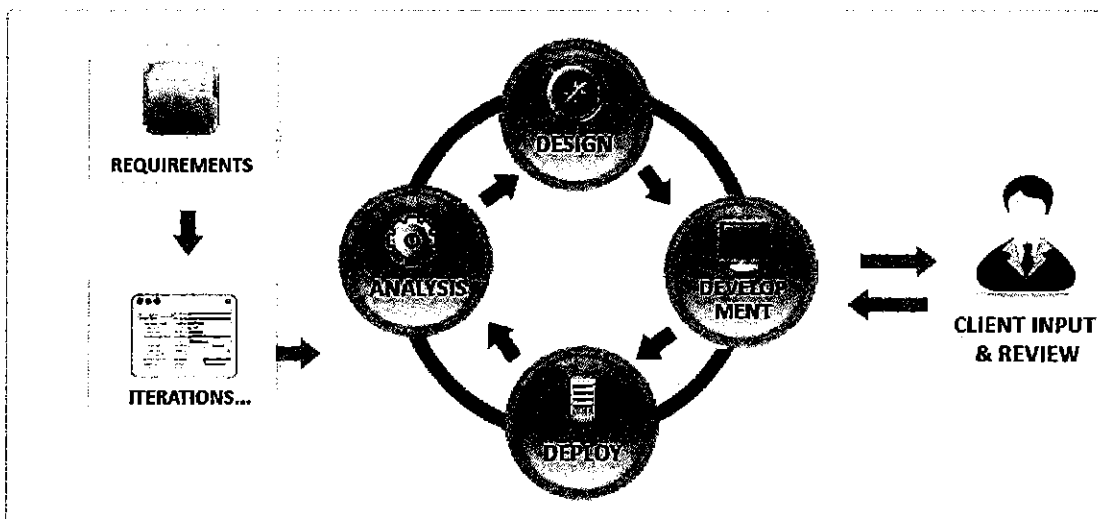


Figure 1: Recommended Workflow

The main goal of the Website Development Team is to deliver, on time and on budget, the highest quality product to the customer that meets all the requirements and serves business, organizational or programmatic purpose. This goal can only be achieved when each of the following key quality goals are achieved:



- The customer is satisfied. The product serves the business purpose.
- The product meets all requirements defined in the project scope. Functional specification is an agreement between customer and the development team about what should be built.
- The product is delivered on time and on budget.
- The product meets high quality standards. All quality issues are identified and addressed before the product is released. A work-around solution must be provided for any known and unresolved issues.
- The product delivery and ongoing maintenance are smooth. This includes the necessary deployment modules and/or product training.

6.3.1

This section addresses specifications on section 6.3.1 of the RFP.

Proposed Project Management Approach

For this project ITDG will be using an Agile Project Management approach based on PMI and Scrum Alliance best practices. Further on, the concept of Agile Project Management will be explained in detail.

Resources

The issue of project leadership is a serious matter. Most projects fail do to a lack in leadership. As a result, ITDG has worked diligently to recruit and train top quality project managers and solution architects with significant experience to support their development and infrastructure engagements.

Project Structure

ITDG has a strong history of successful working with organizations and helping them build effective project teams for success. ITDG recommends its services to play leadership roles in solution architecture, project management, and development. In these roles, ITDG will provide leadership to the project and will work with the PRDOH staff to execute an outstanding development effort. While PRDOH ultimately provides ownership for the software development



and implementation project, ITDG will work with the Project Owners and will assist them in leading the team successfully.

6.3.1

Roles and Responsibilities

ITDG will ensure that every position will be staffed with the proper and experienced resources at the given time. This section provides a brief overview of project roles and responsibilities.

This section addresses specifications on section 6.3.1 of the RFP.

- **Development team (ITDG):** ITDG's group of people who do the work of creating a product/system. Programmers, designers, testers, writers, and anyone who has a hands-on role in product/system development is a member of our development team.
- **Product Owner (PRDOH):** The person responsible for bridging the gap between the customer, business stakeholders, and the development team. The Product Owner is an expert on the product and the customer's needs and priorities. The Product Owner works with the development team **daily** to help clarify requirements. The Product Owner is a PRDOH representative.
- **Scrum Master (ITDG):** Responsible for supporting the development team, clearing organizational roadblocks, and keeping the Agile process consistent.
- **Stakeholders (PRDOH):** Anyone with an interest in the project. Stakeholders are not ultimately responsible for the product, but they provide input and are affected by the project's outcome. The group of stakeholders is diverse and can include people from different departments.

Agile Project Management Artifacts

Project progress needs to be measurable. ITDG's agile project teams use six (6) main artifacts or deliverables to develop products and track progress, as listed below:

- **Product Vision Statement:** An elevator pitch or a quick summary is to communicate how your product supports the company's or organization's strategies. The vision statement must articulate the goals for the product.
- **Product Backlog:** The full list of what is in the scope for the project, ordered by priority. Once defined the first requirement, there is a Product Backlog.
- **Product Roadmap:** The product roadmap is a high-level view of the product requirements, including and initial time frame for when we are going to develop those requirements.
- **Release Plan:** A high-level timetable for the release of working software.
- **Sprint Backlog:** The goal, user stories, and tasks associated with the current Sprint.
- **Increment:** The working product functionality at the end of each Sprint.

6.3.1

This section addresses specifications on section 6.3.1 of the RFP.

Agile Project Management Events

Most projects have stages. Agile projects include seven (7) events for product development. These events are meetings and stages, and are described in the following list:

- **Project Planning:** The initial planning for the project. Project planning includes creating a product vision statement and a product roadmap.
- **Release Planning:** Planning the next set of product features to release and identifying an imminent product launch date around which the team can mobilize.
- **Sprint:** A two (2) weeks short cycle of development, in which the team creates potentially shippable product functionality.
- **Sprint Planning:** A meeting at the beginning of each Sprint where the scrum team commits to a Sprint goal. They also identify the requirements that support this goal and



will be part of the Sprint, and the individual tasks it will take to complete each requirement.

6.3.1

- **Daily Scrum:** A 15-minute meeting held each day in a Sprint, where development team members state what they completed the day before, what they will complete on the current day, and whether they have any roadblocks.
- **Sprint Review:** A meeting at the end of each Sprint, introduced by the Product Owner, where the development team demonstrates the working product functionality completed during the sprint.
- **Sprint Retrospective:** A meeting at the end of each sprint where the scrum team discusses what went well, what could change, and how to make any changes.

This section addresses specifications on section 6.3.1 of the RFP.

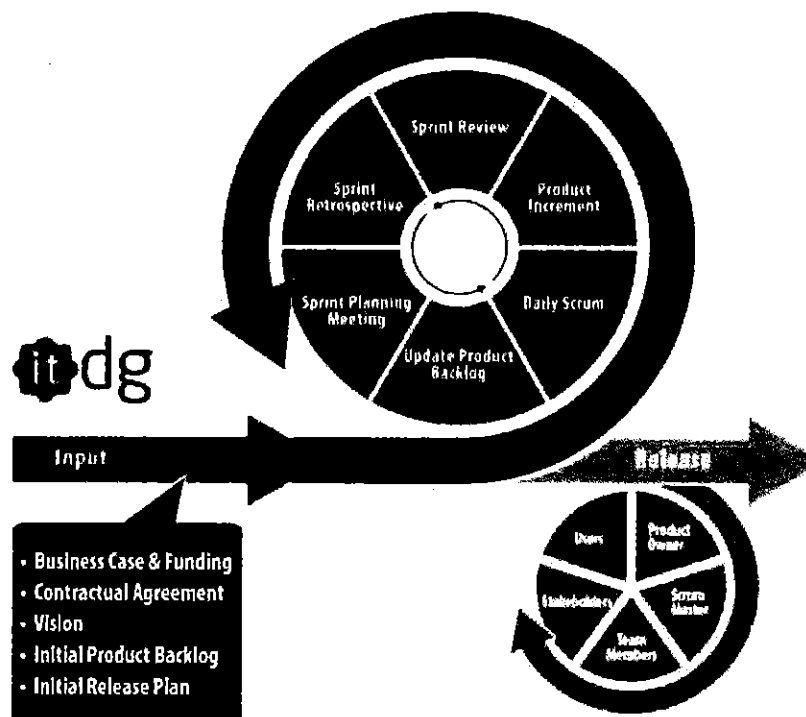


Figure 2: ITDG's Agile Project Management Approach

He

ITDG will design, implement, maintain, and manage an effective, informative, current, easy-to-navigate, and cross-browser website within the context of the CDBG-DR grant(s), and the Action Plans and related programs currently approved and to be approved by the U.S. Department of Housing and Urban Development ("HUD"). The proposed main Website will have the following sections:

- Main (Landing) Page
- Reference Material Section
- Action Plan Section
- Citizen Participation & Events Section
- Procurement Section
- Contracts Section
- Contact Section
- News Section
- Budget Section
- Reports Section
- Frequently Asked Questions (FAQ's) Section
- Programs Section
- Complaints Interface / Fraud Reporting Section

6.3.2

This section addresses specifications on section 6.3.2 of the RFP.

All sections of the Website will be provided in Spanish and English languages. For all the sections of the Website, ITDG will provide the PRDOH with an administrative interface through the CMS for PRDOH users with proper access to update all content and documents without intervention from ITDG. Whenever necessary, ITDG will be available to provide technical support to post any new content or remove existing one, as required by PRDOH authorized personnel.

A general description of each section and the main features to be included is as follows:

6.3.2

+ **Main (Landing) Page**

This section addresses specifications on section 6.3.2 of the RFP.

The Main (Landing) Page of the Website will provide general informational graphics and text pertaining to the CDBG-DR grant(s), as well as the navigation links for other contents of the Website. The Main page, when required, will display to visitors a pop-up newsletter about the CDBG-DR grant(s) and its related programs. It will also prompt users to submit comments to posted Action Plans and amendments, as well as to any other document that may require input from the public related to the CDBG-DR grant(s).

The Main Page will also show summary feeds of important processes underway by the PRDOH, such as: open procurement processes, near-future events, and opportunities for public comment.

As part of the scope of this proposal, the new Website will include social media integration with Facebook, Twitter, Google+, and any other popular social media networks used by the PRDOH.

+ **Reference Material Section**

The Reference Material section of the Website will provide visitors with general information and downloadable files as reference material related to CDBG-DR (in both English and Spanish, whenever is available).

+ **Action Plan Section**

The Action Plan Section of the Website will include information and downloadable files related to all CDBG-DR Action Plans prepared and published by the PRDOH. The Website CMS will



provide the functionality to allow the PRDOH to clearly label and identify the availability date of publication for each Action Plan.

6.3.2

In cases where draft Action Plans or amendments are posted and the public comment period is open, the Action Plan section of the Website will allow visitors to issue comments electronically. Once the public comments are received, it will be automatically sent to the PRDOH designated staff.

This section addresses specifications on section 6.3.2 of the RFP.

+ **Citizen Participation & Events Section**

The Citizen Participation and Events section of the Website will provide the information related to the Citizen Participation Plan using an easy to read calendar type display containing citizen participation of future and past events related to CDBG-DR. This section will also provide access to PRDOH's policies and procedures, which manage citizen participation for the CDBG-DR grant(s).

Note: For past citizen participation events, this section will provide citizens with the option of downloading documents received by the PRDOH during such events. Each Citizen Participation and Event will have its own associated, correctly labeled, and categorized set of documents.

The Citizen Participation and Events section of the Website will provide the PRDOH personnel with the capability of classifying documents by categories, such as, for example, the type of entity that submitted the document (e.g. government entities, non-government entities, non-for-profit entities, and individuals).

The Citizen Participation and Events section of the Website will also provide search and filter capabilities to allow visitors to easily search and find documents within this section of the Website.

+ Procurement Section

The Procurement section of the Website will provide visitors with information of all procurement processes, on-going or completed, undertaken by the PRDOH or any other entity performing procurement processes to implement the different programs approved under the Action Plan. The Procurement section will provide a search and filtering mechanism to allow users to quickly find procurement documents.

6.3.2

This section addresses specifications on section 6.3.2 of the RFP.

mm
The Procurement section of the Website will also provide the functionality to register online for participation in the procurement processes, creating a secured list of registered prospective proposers for each procurement process published, which can only be accessed by PRDOH's authorized personnel. The online registration interface will have an automatic email verification process to confirm the email address entered by prospective proposers before completing any registration into the procurement process. Registrations to procurement processes will only be allowed while such processes are open, and the proposal due date has not yet been reached. The Website will have the capability of notifying, through the confirmed email, to all registered prospective proposers when procurement documents (related to the procurement process they are registered to) are posted.

+ Contracts Section

The Contracts section of the Website will provide visitors with access to information of all contracts, memorandums of understanding (MOUs), and sub-recipient agreements (collectively "contract documents") related to the implementation and administration of the different programs approved by HUD under the CDBG-DR grant(s) by the PRDOH, its partners, sub-recipients, and any other entity.

The Contracts section of the Website will also provide search and filter capabilities that allow visitors to easily search and find documents in this section of the Website.

+ Contact Section

The Contact section of the Website will provide visitors with information to contact PRDOH's CDBG-DR grant(s) communications personnel. The Contact section of the Website will have the feature of showing the available locations in a map type display to allow fast and easy access to the available PRDOH's locations. Through this section, Website visitors will be able to submit inquiries to the PRDOH. It will provide visitors with the option to subscribe and, if desire, unsubscribe in the PRDOH's CDBG-DR Information Distribution List. PRDOH's will have the capability of sending a mass email (or an email blast) to all subscribed users. The subscription registration list would be available for download by PRDOH personnel with the proper credentials.

6.3.2

This section addresses specifications on section 6.3.2 of the RFP.

+ News Section

The News section of the Website will provide visitors with access to newsletters issued by the PRDOH related to the CDBG-DR grant(s). Newsletters will be available for on demand download by visitors. This section will also provide the option to subscribe to PRDOH's CDBG-DR Information Distribution List, so subscribers can consistently receive CDBG-DR grant(s) newsletters from PRDOH. The subscription registration list will be available for download by PRDOH personnel with the proper credentials.

+ Budget Section

The Budget section of the Website will provide visitors with summaries (as defined by the PRDOH) of the general budget for the CDBG-DR grant(s). This section will show the high-level list of Programs being implemented and their updated total approved CDBG-DR funds allocations using a dashboard type display.

+ **Reports Section**

The Reports section of the Website will provide visitors with access to any and all reports, classified by their types and issued by the PRDOH regarding the performance and implementation of the Programs approved under the CDBG-DR grant(s).

6.3.2

This section addresses specifications on section 6.3.2 of the RFP.

+ **Frequently Asked Questions (FAQ's) Section**

The Frequently Asked Questions (FAQ's) section of the Website will provide visitors with information related to common questions that citizens may have pertaining to the CDBG-DR grant(s) and its Programs. This section will provide informational videos and other media related to CDBG-DR funds authorized by the PRDOH personnel with the proper credentials.

+ **Programs Section**

The Programs section of the Website will provide information of all Programs to be implemented under the CDBG-DR. Each program will have its own page within the Website. Programs will be classified among the different portfolios, which will include the following: housing, economic development, planning, infrastructure, and multi-sector.

+ **Complaints Interface/Fraud Reporting**

The Complaints Interface/Fraud Reporting section of the Website will provide the functionality for citizens to log their complaints and share them with the PRDOH. Only authorized users will be able to access complaints or fraud reports received through the Website. If required, the Fraud reports can be sent automatically upon submittal to a designated email account provided by the PRDOH.



ITDG's development approach for this initiative will be to leverage the work already dedicated to support the current CDBG-DR Website and use it as a base to continue improving and adding all the functionalities required by the PRDOH. This approach will favor the project in a way that promotes more time to fully develop and test thoroughly the new sections and functionalities of the Website. However, if a new design is desired, ITDG can most definitely produce different designs (*i.e.* wireframes) for evaluation and selection to be applied to the new Website that will be developed.

6.3.2

This section addresses specifications on section 6.3.2 of the RFP.

ITDG has the ability and understanding required to provide all the services requested within the PRDOH, as referenced on the Request for Proposals CDBG-DR-RFP-2018-06. ITDG can successfully provide all resources and coordinate all the activities required for the proper execution of Website Development and Maintenance Services, including all Project Management and Quality Control activities necessary to meet PRDOH expectations and deadlines.

To the best of our knowledge and understanding, ITDG:

- a. Is a properly structured and in good standing organization, with all required licenses and certifications under the laws of the Commonwealth of Puerto Rico.
- b. Has the ability to (1) execute and deliver the agreement; and (2) perform all endeavors required to be done by it under said agreement.
- c. Has no legal proceedings instituted or pending against our organization, which outcome would adversely affect our ability to perform the undertakings of the contract agreement, and there are no judgments against our organization that would adversely affect our ability to perform the undertakings of the contract agreement.
- d. Has the experience, amount of resources, capability and financial support to ensure proper contract execution.

Website Development and Maintenance Services is our "bread and butter" service.

Moreover, ITDG has the knowledge, understanding, and experience of Section 508 of the Rehabilitation Act of 1973 and how such requirements are to be implemented in the website's design. As part of Puerto Rico Public Housing Administration process of developing an RFP for their website (<http://www.avp.pr.gov/>), ITDG drafted a Website Redesign for 508 Accessibility Compliance Scope Document detailing the changes that must be incorporated in the site. It was a comprehensive 130 pages guideline document establishing all the requirements of the Section 508 of the Rehabilitation Act of 1973, including the assessment of all required changes to the Puerto Rico Public Housing Administration website (<http://www.avp.pr.gov/>), necessary to comply with Section 508.

6.3.3

This section addresses specifications on section 6.3.3 of the RFP.


Additionally, ITDG's Web Developers have implemented various websites that comply with the Section 508 of the Rehabilitation Act of 1973 requirements, including: Puerto House of Representatives public website (<http://www.tucamarapr.org/dnncamara/>), the current CDBG-DR public website (<http://www.cdbg-dr.pr.gov/>), and *Enciclopedia PR* website (<https://enciclopediapr.org/>). When applicable, ITDG also uses market standards website templates that are compatible with the Section 508 of the Rehabilitation Act of 1973 requirements.

ITDG employs various tools to scan the developed websites, to ensure required changes comply with the Section 508 of the Rehabilitation Act of 1973 requirements. Such tools produce a report that includes all the findings required to be fix for compliance with Section 508. Some of the tools previously used by ITDG are: *Sortsite*, *Siteimprove*, and *Powermapper*.

In our sixteen (16) years of experience, we have had the opportunity to custom develop very high complex solutions that integrate features required by the new CDBG-DR Website; custom solutions that are secured, with high availability, scalability, and multi-users.

6.3.4

ITDG has designed, developed and implemented projects in the past years that are comparable in complexity, customizability, visibility, timeline, and budget with the CDBG-DR Website development. Also, some of the solutions worked were formed by a team comparable with the



one required for this initiative, following known project management and SDLC methodologies, conducting trainings, and usability testing to confirm the delivery of user-friendly solutions; even developed functionalities similar in scope as the ones required for the new CDBG-DR website, such as security module for user privileges by functions, forms data-entry, documents upload, application status tracking, emails management, among other functionalities comparable in scope and complexity. Following are some examples of custom development projects similar in nature to the functionalities and content required by the PRDOH as part of the new Website:

6.3.4

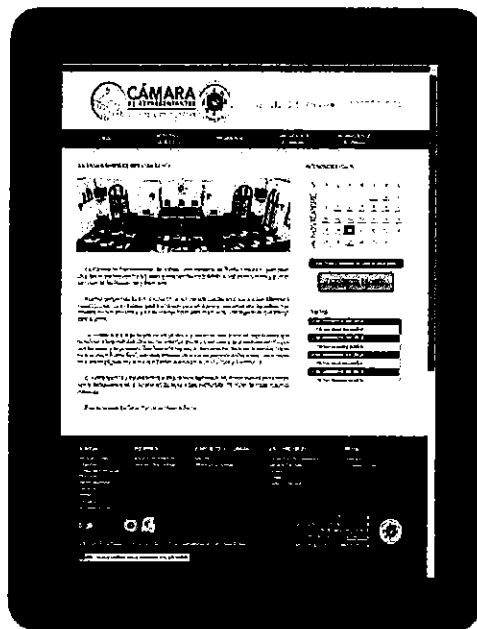
This section addresses specifications on section 6.3.4 of the RFP.

- PCW*
- I. **House of Representatives Portal** – Web page developed for the House of Representatives of Puerto Rico compliant with Section 508; available to all citizens (Internet) for general access and visibility of the happenings within the House of Representatives, latest news, Representatives information, and general information; and to Representatives (Intranet) for attendance and voting registration. For sample screens, please refer to Figure 3 and 4.



Figure 3. Chamber of Representatives Portal

Joe



6.3.4

This section addresses specifications on section 6.3.4 of the RFP.

Figure 4. Chamber of Representatives Portal

A web based public solution that provides citizens with all the information related with the “Cámara de Representantes of Puerto Rico”. The website is: <http://www.tucamarapr.org/dnncamara/>. The solution is used for multiple purposes including internal (intranet) and external (public) access.

Some of the functionalities included within this solution are: publishing of sessions and hearings, registration of Representatives’ attendance in sessions and hearings, registration and count of Representatives votes upon legislative measures, show public related news, live sessions streaming, chat functionality, display of interactive map that allows the visitors to see the Representatives’ seating arrangement, display of the Representative’s information, among others.

This solution was originally deployed on 2014 and we are currently under contract for enhancements.



- II. **eFirstClass** – A Web based system for the automation and integration of the process of car loan request from the Dealers to the Bank. For sample screens, please refer to Figure 5.

6.3.4



This section addresses specifications on section 6.3.4 of the RFP.

Figure 5. eFirstClass Home Page Adaptive Screens

This online application manages customers' auto loan requests and integrates with several backend systems of FirstBank. This online application is used in PR and USVI. It manages a workflow of auto loan applications from the start (origination) to the end (client contract printing) with all the applicable queues regarding the credit request and approval process, including external resources like TransUnion.

This solution includes a security module that enables the Bank to control user access and user control level. Also, it provides for single sign-on with authorization/authentication for multiple users, including Bank and Dealers' employees. The security levels are granted based on business defined security

Lee

templates that were defined during the design phase of the project to provide these custom capabilities through the system. The security is on a screen-based level.

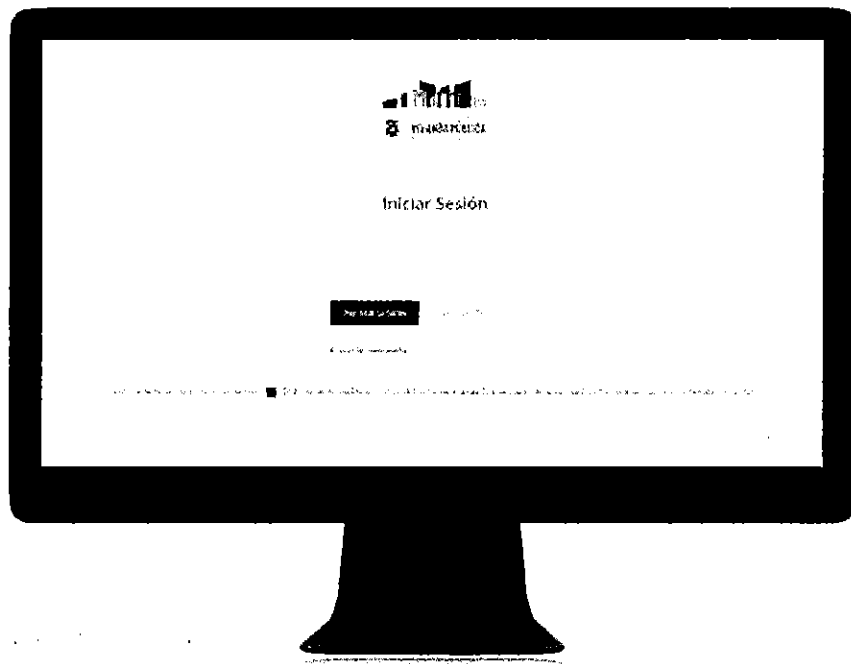
This system provides a series of screens to validate and verify the status of a customer application. It provides the functionality to search the customer application by status (i.e. received, in-process, pending for processing, pending, approved, denied, etc.), social security, name, salesperson, or by Queue (station). It also includes screens for data-entry of auto loans applications, administration of system parameters (i.e. Dealers, Salesperson, Sale Executives, and Auto Models information, processing parameters, maintenance, and database cleanup), statistical reports printing, documents/contracts printing, and email management.

6.3.4

This section addresses specifications on section 6.3.4 of the RFP.

The system currently manages over nine-hundred (900) users across Puerto Rico and US Virgin Islands. The first deployment of the system was on 2006 and with a project duration of one (1) year. Since 2007, a contract maintenance has been in place for upgrades and maintenance twice a year up to this date.

- III. **Community Digital Library System** – *Web based system developed for the Public Housing Administration of Puerto Rico to facilitate the request of community libraries, the administration of requests, tracking of visits, measuring library progress, among others. For sample screens, please refer to Figure 6, 7 and 8.*



6.3.4

This section addresses specifications on section 6.3.4 of the RFP.

Figure 6. Community Digital Library System Login Screen

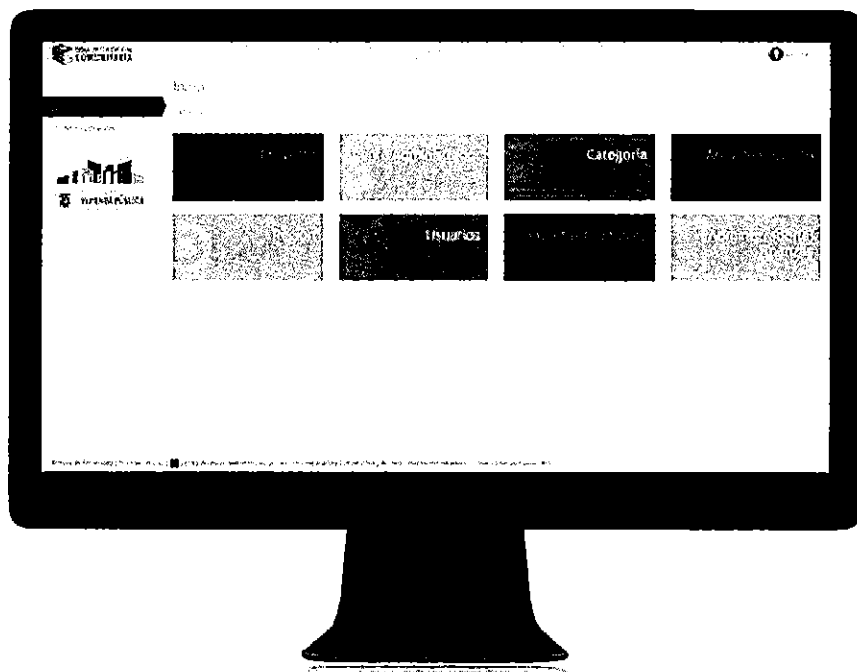
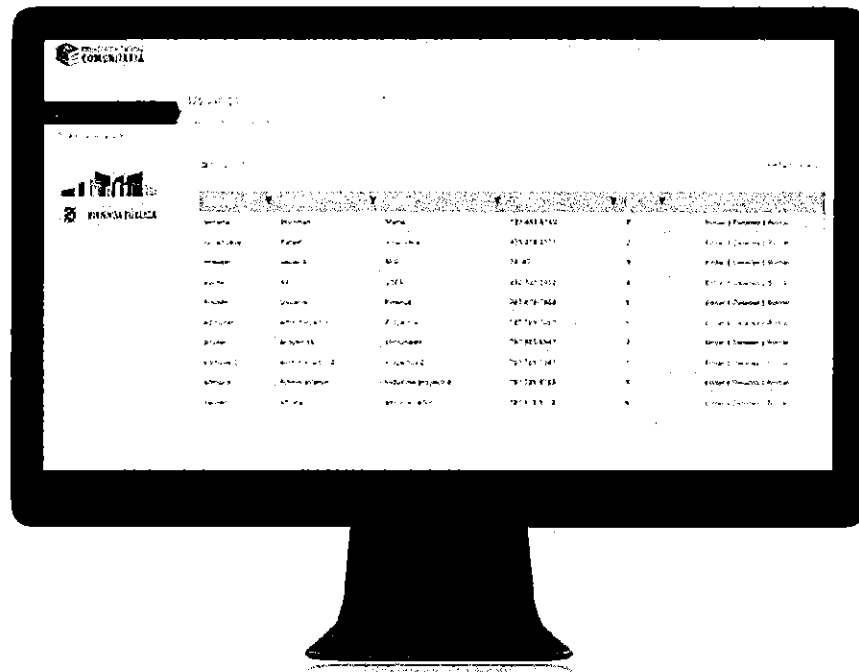


Figure 7. Community Digital Library System Menu Screen

File



6.3.4

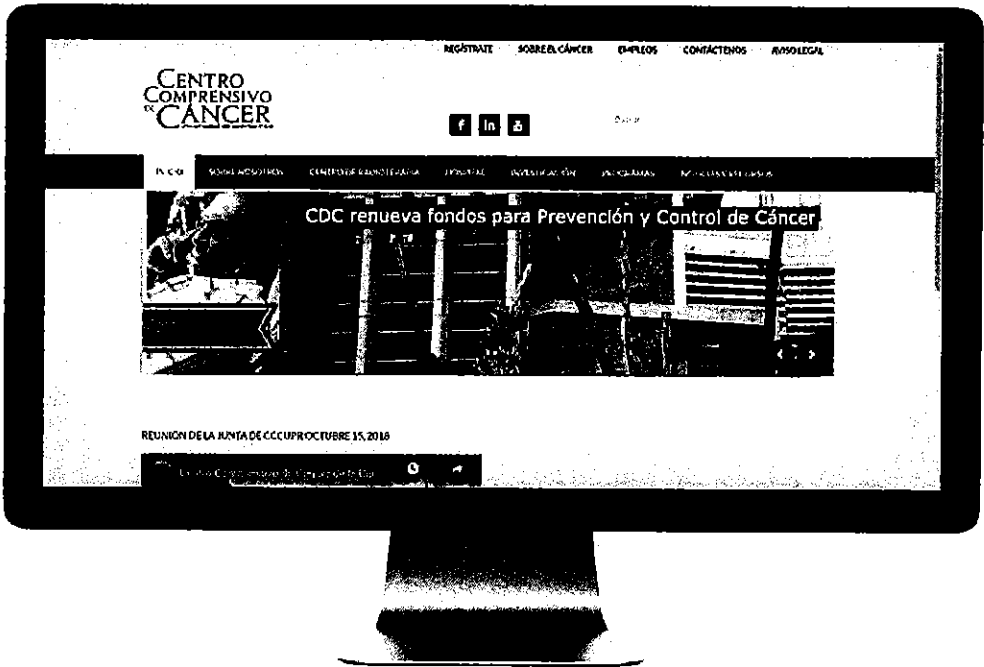
This section addresses specifications on section 6.3.4 of the RFP.

Figure 8. Community Digital Library System Users Screen

A web based public solution designed to provide users the ability to request Digital Community Libraries. Once the applications are submitted, the solution provides the capability to track the library status. It manages the approval workflow, checklists for measuring and tracking the library progress, visits to libraries, funds approval, reports, and security by user roles, among others.

- IV. **University of Puerto Rico Comprehensive Cancer Centre – Puerto Rico's Comprehensive Cancer Center** informative website which redirects to additional websites with cancer related data, statistics, case reports, educational information and publications available to the general public. For sample screens, please refer to Figure 9, 10, 11, 12, and 13.

ghe



6.3.4

This section addresses specifications on section 6.3.4 of the RFP.

Figure 9. Comprehensive Cancer Centre Website Home Screen



Figure 10. Puerto Rico's Cancer Central Registry Website Home Screen

Jose



6.3.4

This section addresses specifications on section 6.3.4 of the RFP.

Figure 11. Coalition for Cancer Control of Puerto Rico Website Home Screen



Figure 12. Puerto Rico Colorectal Cancer Control Program Website Home Screen

Handwritten signature/initials



6.3.4

This section addresses specifications on section 6.3.4 of the RFP.

Figure 13. Puerto Rico Breast and Cervical Cancer Prevention and Early Detection Program Website Home Screen

Design, development and implementation of a website that provides users with knowledge and comprehensive data about cancer, news, resources, preventive programs, among other cancer related valuable information. Additionally, this website redirects to the following additional websites of the *Puerto Rico's Comprehensive Cancer Center*:

- (1) Comprehensive Cancer Centre website (cccupr.org)
- (2) Puerto Rico's Cancer Central Registry (rcpr.org)
- (3) Coalition for Cancer Control of Puerto Rico (coalicioncontroldecancer.com)
- (4) Puerto Rico Colorectal Cancer Control Program
(controlcancercolorrectalpr.com)

gse

- (5) Puerto Rico Breast and Cervical Cancer Prevention and Early Detection Program (cancerdesenoycuellouterino.com)

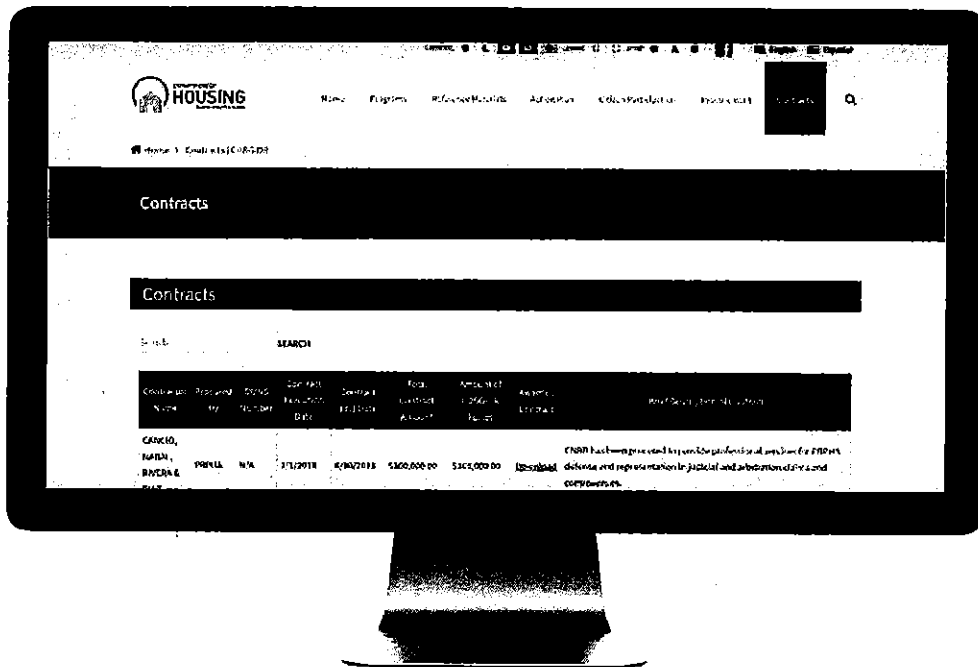
6.3.4

- V. **Puerto Rico's CDBG-DR Web Portal – Phase 1 of the Community Development Block Grant Disaster Recovery Website –** *Informative website that complies with the current minimum requirements of the Federal Register for administration of the CDBG-DR Grant. For sample screens, please refer to Figure 14 and 15.*

This section addresses specifications on section 6.3.4 of the RFP.



Figure 14. Puerto Rico's CDBG-DR Website Home Screen



6.3.4

This section addresses specifications on section 6.3.4 of the RFP.

Figure 15. Puerto Rico's CDBG-DR Website Contracts Screen

A public portal that provides visitors with relevant information about the Community Development Block Grant for Disaster Recovery Program. The website is 508 compliant, has document upload functionalities, and contains relevant sections for CDBG-DR funds, Procurement, Citizen Participation, Action Plans and Contract Awards, assisting in the visibility and transparency of PRDOH management of such funds.

ITDG's will develop following the industry standards and best practices, assuring used platforms are with the latest patches and security vulnerabilities to date. For compliance with the High Website Availability and Hosting/Infrastructure Service Level of Agreement, ITDG will also rely on the hosting provider of the Website. ITDG evaluated three world class recognize vendors, Amazon WS, Microsoft Azure and GoDaddy, and all of them comply with a 99.9% Guaranteed Infrastructure Availability. ITDG's solution will be hosted in one of the previously mentioned vendors as they provide High Website Availability and Hosting/Infrastructure SLA in compliance with the RFP requirements.

6.3.5

This section addresses specifications on section 6.3.5 of the RFP.

ITDG will manage service requests from the CDBG-DR Team via email cdbg.support@itdgpr.com. All incoming messages will automatically be distributed to key designated personal with the company. Each service request received will be registered and assigned in the internal service request ticketing system. Technical resources(s) will receive a copy of the email message and a text message with the notification of such receipt, for a prompt notice and therefore, an immediate action can be taken, as necessary.

ITDG has the experience and full knowledge to perform as required by your Organization. We are always committed to comply with the dates, costs, security, and internal information confidentiality agreements as established by our clients. Moreover, we can provide our clients with an efficient and effective analysis, always understanding their needs, in order to comply with all the standards established.

Our commitment, your best investment

We look forward to earning the business and continue enjoying a long working relationship with the agency.



PLAN FOR COMPLIANCE WITH SECTION 3 REQUIREMENTS

ITDG social commitment to its community has been a vital part of its development as a recognized service provider. The company focuses its recruitment of talent to local universities and technical schools, providing additional job training opportunities required to maintain the state-of-the art excellence of its staff. In addition, ITDG provides qualifying undergraduate students with training opportunities and scholarships. ITDG sponsors and encourages active participation of its staff in technical trainings, symposiums, and courses of higher-degrees of learning.

Section 3 of the Housing and Urban Development Act of 1968 requires that recipients of HUD funds and their contractors and subcontractors provide economic opportunities, such as jobs and training, to low and very-low income persons and award contracts to Section 3 Businesses in conjunction with projects and activities in their neighborhoods.

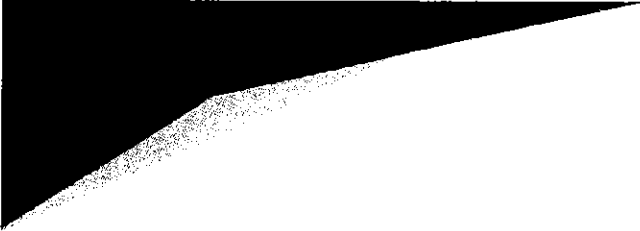
In a good faith effort and to the greatest extent feasible, ITDG will ensure that economic opportunities are provided to low and very-low income persons by:

- Providing "Skill-building Components" training to Section 3 Residents during transitional or seasonal short-term programs to certify trainees in the knowledge of Microsoft ® programs such as: Excel, Word, PowerPoint, and Project.
- Creating a "Referral Program" sponsored by ITDG for Section 3 Residents referred by the PRDOH to receive skilled trainings offered by third party Professionals in Certified Associate in Project Management (CAPM)® Exam Preparation, Microsoft Project®, Excel®, and Agile Courses. Additionally, Collaborative Programs or alliance with Community Colleges or Universities can be made to received referral of students for these sponsored training courses to obtain further education.

- AMM
- Providing different types of employment opportunities to qualifying low and very low-income persons, such as seasonal and temporary employment for Graphic Design, Development, and Project Management positions. These employment opportunities will be made publicly available through job employment opportunities websites (i.e. Indeed.com and ClasificadosOnline.com), HUD Section 3 Opportunity Portal, and the local newspaper (i.e. El Nuevo Día) in efforts to reach low and very-low income persons. In these publications or postings ITDG compromises to include a statement encouraging eligible Section 3 residents to apply.
 - Employing local qualifying Section 3 business concern subcontractors, when subcontracting opportunities arise requesting Information Technology services.

To comply with PRDOH reporting requirements of Section 3 efforts, ITDG will keep adequate documentation, records, and reports to demonstrate compliance on its Section 3 efforts of recruitment, job training, employment, and contracting in its expenditures relating to administration, management, and clerical support, and will be made available to PRDOH, as directed or upon request.





NOT APPLICABLE

First-Tier Subcontractor Information

File



GOVERNMENT OF PUERTO RICO
Department of Housing

Award Notice
REQUEST FOR PROPOSALS - CDBG-DR-RFP-2018-06
WEBSITE DEVELOPMENT AND MAINTENANCE SERVICES

March 7, 2019

Tels. (787) 272-4922
By e-mail: robert.negron@itdgpr.com

Mr. Robert E. Negrón Meléndez
Information Technology Developers Group, Inc.
PMB 35,
35 Calle Juan C. Borbon STE67
Guaynabo, PR 00969.

Re: Request for Proposals, CDBG-DR-RFP-2018-06
Website Development and Maintenance Services

Dear Mr. Negrón,

On October 31, 2018, the Puerto Rico Department of Housing ("PRDOH") issued Request for Proposals ("RFP"), CDBG-DR-RFP-2018-06 for Website Development and Maintenance Services ("RFP-2018-06"), seeking qualify and select the firm to provide development and maintenance services for the PRDOH's Community Development Block Grant Disaster Recovery ("CDBG-DR") website.

In response to RFP-2018-06, Information Technology Developers Group, Inc. (ITDG), submitted a Proposal to the PRDOH on November 27, 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-2018-06, including the Evaluation Committee Report dated February 25, 2019, decided to award the RFP-2018-06 to ITDG a responsive and responsible firm 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-2018-06. **(Exhibit I).**

In addition to ITDG Proposal, the PRDOH received four more proposals for a total of five in response to the RFP. The Proposers who obtained a score greater than or equal to 70 points in the evaluation of their Qualifications and Work Approach were considered "Qualified". From the five Proposers, ITDG and Internet Vision Development, LLC 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

No.	Proposer Name	Mandatory Req.	Quali- fication	Work Appro- ach	Section 3	Total Points	Qualified
1	Information Technology Developers Group, Inc.	Pass	54	39	4	97	Yes
2	Internet Vision Development, LLC	Pass	50	22	0	72	Yes
3	Acumentia, LLC	Failed to comply with the requirement of providing five (5) comparable projects within the last five (5) years pursuant to Section 6.1.3 of the RFP.	--	--	--	--	N/A
4	Kastech Latam LLC	Failed to comply with the Financial and Bid Bond Requirements of the RFP, both mandatory requirements.	--	--	--	--	N/A
5	Storm Petrel LLC	Failed to comply with the Financial and the Bid Bond Requirements of the RFP, both Mandatory Requirements.	--	--	--	--	N/A

Both "Qualified" Proposers were scored using a Price Per Point methodology as required by Section 8 of the RFP RFP-2018-06. This methodology combines the technical and economic aspects of the Proposals to determine the Proposer whose proposal is most advantageous to the PRDOH. In general terms, the lower the Price Per Point of a Proposal, the more advantageous such Proposal is to the PRDOH. In this case the lowest Price per Point was obtained by ITDG.

The table below presents the Price Per Point obtained by each of the two "Qualified" Proposers:

Table 2: Qualified Proposer's Price Per Point

No.	Proposer Name	Total Proposal Cost	Total Points	Price Per Point
1	Information Technology Developers Group, Inc.	\$601,860.00	97	\$6,205.00 per point
2	Internet Vision Development, LLC	\$890,226.00	72	\$12,364.00 per point

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-2018-06.

Handwritten signature/initials

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. 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 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.

Rev
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,



William G. Ríos Maldonado, Esq.
Director
CDBG-DR Procurement Office

Attachments



CC:

Eng. Luz M. Acevedo Pelot, P.E.
Chairman

Ms. Niurka E. Rivera Rivera

Mr. Joel Ayala Martínez, Esq.

Mr. José Torres Echevarría

Mr. César Candelario Candelario

Luz S. Colón Ortiz
Secretary

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

Receipt Number: **7018 2290 0002 0170 1167**

Lucy



BID BOARD

WEBSITE DEVELOPMENT & MAINTENANCE SERVICES
CDBG-DR-RFP-2018-06

RESOLUTION OF AWARD

Date: March 4, 2019

Time: 9:13 pm

nm

The Bid Board of the Puerto Rico Department of Housing (the "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 process for the Website & Maintenance Services under Request for Proposal Number CDBG-DR-RFP-2018-06 (RFP-2018-06), including the Evaluation Committee Report dated February 25, 2019, has decided to award the RFP-2018-06 to Information Technology Developers Group, Inc. a responsive and responsible firm 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-2018-06.

On October 31, 2018 the PRDOH issued the Request for Proposals No. CDBG-DR-RFP-2018-06 for Website Development and Maintenance Services (the RFP). In response to the RFP, the PRDOH's Procurement Office received five (5) proposals within the Proposal due date and time, on November 27, 2018, from the following Proposers:

Table 1: Proposals Evaluation Summary

Proposer No.	Proposer Name	Date of Delivery	Time Received
1	Information Technology Developers Group, Inc.	November 27, 2018	9:19 am
2	Internet Vision Development (Invid), LLC	November 27, 2018	10:53 am
3	Acumenian, LLC	November 27, 2018	1:33 pm
4	Kastech Latam, LLC	November 27, 2018	1:49 pm
5	Storm Petrel, LLC	November 27, 2018	1:52 pm

An Evaluation Committee was appointed by the PRDOH to review, score, and make final recommendations regarding the award of the RFP.

File

The Committee performed a technical assessment of the Proposals based upon criteria contained in the RFP and in compliance with the Procurement Manual and Contract Requirements for the CDBG-DR program. The following three (3) factors were considered as part of the evaluation:

- Mandatory Requirements (Pass/Fail) (Section 6.1 of the RFP)
- Qualifications (60 Points) (Section 6.2 of the RFP)
- Work Approach (40 Points) (Section 6.3 of the RFP)
- Section 3 Plan Submission Bonus (5 Points) (Section 3.8 of the RFP)
- Cost Requirements (Section 7 of the RFP)

Initial evaluation considered the Mandatory Requirements of the Proposals. The requirements included financial capabilities for the services, which was evaluated by the CDBG-DR Accounting Services Consultant Kreston PR, LLC. Those Proposers whose Proposals met the Mandatory Requirements were evaluated by the Evaluation Committee for Qualifications and Work Approach requirements of the Proposals. The Proposers who obtained a score greater than or equal to seventy (70) points in the evaluation of their Qualifications and Work Approach were considered "Qualified". From the five (5) Proposers only two (2) are considered "Qualified" for the services. A summary of the results of the evaluation of each Proposal is shown in the table below:

Table 2: Proposals Evaluation Summary

No.	Proposer Name	Mandatory Req.	Quali- fication	Work Appro- ach	Section 3	Total Points	Qualified
1	Information Technology Developers Group, Inc.	Pass	54	39	4	97	Yes
2	Internet Vision Development, LLC	Pass	50	22	0	72	Yes
3	Acumenian, LLC	Failed to comply with the requirement of providing five (5) comparable projects within the last five (5) years pursuant to Section 6.1.3 of the RFP.	—	—	—	--	N/A
4	Kastech Latam LLC	Failed to comply with the Financial and Bid Bond Requirements of the RFP, both mandatory requirements.	—	—	—	--	N/A
5	Storm Petrel LLC	Failed to comply with the Financial and the Bid Bond Requirements of the RFP, both Mandatory Requirements.	—	—	—	--	N/A

Both "Qualified Proposers" were scored using a Price Per Point methodology as required by Section 8 of the RFP. This methodology combines the technical and economic aspects of the Proposals to determine the Proposer whose proposal is most advantageous to the PRDOH. In general terms, the lower the Price Per Point

gse

of a Proposal, the more advantageous such Proposal is to the PRDOH. In this case the lowest Price per Point was obtained by Information Technology Developers Group (ITDG).

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

Table 3: Qualified Proposer's Price Per Point

No.	Proposer Name	Total Proposal Cost	Total Points	Price Per Point
1	Information Technology Developers Group, Inc.	\$601,860.00	97	\$6,205.00 per point
2	Internet Vision Development, LLC	\$890,226.00	72	\$12,364.00 per point

PM
The PRDOH prepared an Independent Cost Estimate (ICE) for the services procured. The PRDOH estimated the cost of services in the total amount of \$859,850.00. Information Technology Developers Group, Inc. submitted a cost proposal of \$601,860.00, compared to ICE of \$859,850.00. The cost proposal is 30% less than the PRDOH Independent Cost Estimate. Upon evaluation of the Proposal submitted by ITDG the Evaluation Committee concluded the Proposer was successful in convincing through their proposal that they are highly experienced and well-organized for website development. The Proposer has also developed websites for clients which have similar functionalities and content to those required by PRDOH. Given these facts, the Evaluation Committee believes that ITDG's Cost Proposal is one of reasonable cost, as they clearly understand the Scope of Services for the new CDBG-DR Website based on previous projects and their Work Approach. Information Technology Developers Group, Inc. demonstrated through its proposal 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. Based on the criteria for selection set forth in the RFP, Information Technology Developers Group, Inc.'s Proposal is the most advantageous to the PRDOH.

Based upon said recommendation, the Director of the CDBG-DR Procurement Office, William G. Rios-Maldonado, Esq., recommends that an award be issued to Information Technology Developers Group, Inc. for the Website Development and Maintenance Services under CDBG-DR. This award would result in the execution of an agreement with a total cost of \$601,860.00 and a 3-year contract term for the services with optional extensions of up to two (2) additional years.

The Bid Board Resolution shall be notified to all persons or legal entities who submitted Proposals in response to the RFP-2018-06. 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 CDBG-DR Manual, may file a petition for reconsideration with the Bid Review

File

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 Procedure Act. 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.

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:

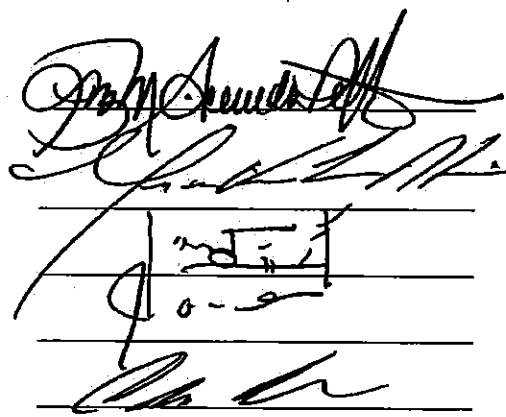
Eng. Luz M. Acevedo Pellet, P.E.
Chairman

Ms. Niurka E. Rivera Rivera

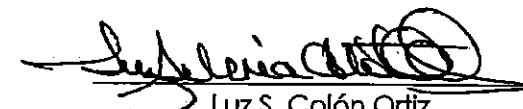
Mr. Joel Ayala Martínez, Esq.

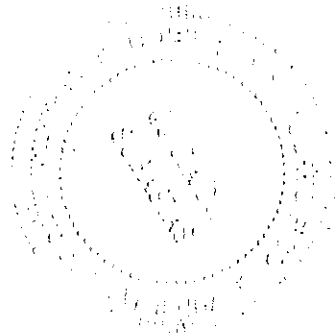
Mr. José Torres Echevarría

Mr. Cesar Candelario Candelario



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 6 day of March, 2019.


Luz S. Colón Ortiz
Secretary, Bid Board







GOVERNMENT OF PUERTO RICO
Department of Housing

Community Development Block Grant – Disaster Recovery

REQUEST FOR PROPOSALS
WEBSITE DEVELOPMENT AND MAINTENANCE SERVICES
CDBG-DR-RFP-2018-06

EXHIBIT II - LIST OF RESPONDENTS

No.	Proposer Name	Contact Name	Address	Email & Telephone No.	Score
1	Information Technology Developers Group, Inc.	Robert E. Negrón Meléndez	PMB 35 35 Calle Juan C. Borbon STE67 Guaynabo, PR 00969	robert.negron@itdgpr.com (787)272-4922	97
2	Internet Vision Development (Invid), LLC	Alberto Lugo	P. O. Box 1646 San Juan, PR 00908	alugo@invidgroup.com (787)766-2024	72
3	Acumenian, LLC	Luis A. Matos Colón	P. O. Box 9024051 San Juan, PR 00902-4051	lmatos@acumenian.com (787)999-4000	FAIL
4	Kastech Latam LLC	Enrique Grau	#61 Baldorioty St. Colimar, Guaynabo, PR 00969	enrique@kastechssg.com (787)473-3400	FAIL
5	Storm Petrel LLC	Christina Moore	P. O. Box 96 West Halifax, VT 05358	cmoore@storm-petrel.com 1(802)368-1982	FAIL

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





Community Development Block Grant – Disaster Recovery

REQUEST FOR PROPOSALS
WEBSITE DEVELOPMENT AND MAINTENANCE SERVICES
CDBG-DR-RFP-2018-06

EXHIBIT III - EVALUATION SUMMARY

PROPOSER'S NAME: Information Technology Developers Group, Inc.

CRITERIA	MAX SCORE	EVALUATION SCORE
6.1 MANDATORY REQUIREMENTS*		
6.1.1 Proposal Submission	PASS/FAIL	PASS
6.1.2 Organizational Documents		PASS
6.1.3 Comparable Projects		PASS
6.1.4 Financial Requirements		PASS
6.1.5 Proposal Grantee		PASS
6.1.6 Conflicts of Interest		PASS
6.1.7 Other Required Documents		PASS
6.2 QUALIFICATIONS	60	54
6.3 WORK APPROACH	40	39
TOTAL EVALUATION SCORE**	100	93
3.8 SECTION 3 PLAN BONUS	5	4
TOTAL		97

*Proposers shall comply with the following Mandatory Requirements in order for their Proposals to be evaluated on their technical and cost aspects. Mandatory Requirements will be scored as either "Pass" or "Fail". If the Proposal meets all Mandatory Requirements of this RFP, the Proposal will "Pass" the Mandatory Requirements evaluation. If the Proposal does not meet all Mandatory Requirements of this RFP, the Proposal will "Fail" the Mandatory Requirements evaluation. Failure to comply with each of the Mandatory Requirements of this RFP will result in the disqualification of the Proposer.

**To be considered a "Qualified Proposer", the Proposer needs to obtain an overall score greater than or equal to seventy (70) points in the evaluation of their Qualifications and Work Approach.

[Handwritten signature]



GOVERNMENT OF PUERTO RICO
Department of Housing

ATTACHMENT 5
OSPA
Request for Proposals
Website Development and Maintenance Services
Community Development Block Grant – Disaster
Recovery Puerto Rico Department of Housing
Secretary for Legal Affairs
Insurance Section
(Revised for Addendum No. 1)

SPECIAL INSURANCE AND BONDING SPECIFICATIONS FOR
PROFESSIONAL SERVICES

LICITATION NUMBER - CDBG-DR-RFP-2018-06

A. All bidders will submit a BID BOND

The bid will be accompanied of a bid bond of five percent (5 %) of the amount of the bid and option of the bidder, which will be able to be by means of:

- a. Certified check, or
- b. Bank draft

B. The successful bidder before commencing work or receiving a written notice to proceed with, or being allowed to start to work, must submit to the Local Housing Authority* (*Department of Housing, Puerto Rico Public Housing Administration*) (LHA*) original and two (2) certified copies of the hereafter mentioned insurance policies and/or bonds, thus including all endorsements and agreements required under the special contractual conditions as per the following:

(X) 1. State Insurance Fund Workmen's Compensation Insurance Policy

In accordance with the Workmen's Compensation Act No. 45, to facilitate its acquisition, the *LHA shall provide a letter to the successful bidder addressed to the State Insurance Fund.

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

COVERAGE	LIMIT
I. Commercial General Liability:	\$1,000,000.00
• General Aggregate	\$2,000,000.00
• Products & Complete Operations	\$1,000,000.00
• Personal Injury & Advertising	\$1,000,000.00

File

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

(X) **3. Crime Insurance**

COVERAGE REQUIRED	
V. Employee Dishonesty:	
• Limit - \$250,000 Per Occurrence	
• Deductible \$2,500 Per Occurrence	
VI. Forgery & Alteration Form:	
• Limit - \$250,000 Per Occurrence	
• Deductible \$2,500 Per Occurrence	
VII. Theft, Disappearance & Destruction (Inside/Outside):	
• Limit \$100,000 Per Occurrence	
• Deductible \$1,000 Per Occurrence	
VIII. Computer Fraud:	
• Limit \$100,000 Per Occurrence	
• Deductible \$1,000 Per Occurrence	

(X) **4. Comprehensive Automobile Liability Form including the following insurance coverages**

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

See

(X) **5. Cyber Liability**

Limit - \$3,000,000.00

(X) **6. Professional General Liability and/or Errors and Omissions Policy**

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

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

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

- (X) each claim \$5,000,000
- (X) aggregate \$1,000,000 per occurrence
- (X) deductible \$5,000

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

DM
(X) **7. Payment and Performance Bond**

(X) **a.** A document for the total cost of the project under contract.

(X) **b.** The surety must be listed in the latest Federal Register as an Acceptable Surety Company for Federal Bonds.

(X) **c.** Re-Insurance Agreements: The Acceptable Guarantor Company must provide the *LHA with a Certificate of Re-Insurance Agreement listing the names of all participating guarantors, indicating the corresponding percentage (%) share of each of the risks pursuant to its written agreement. These must be listed in the latest Federal Register as Acceptable Trust Companies for Federal Bonds.

(X) **d.** Certificate of Authority, Power of Attorney and Power of Attorney License issued by the Commissioner of Insurance.

(X) **8.** The policies to be obtained must contain the following endorsements including as additional insured the **Department of Housing, Puerto Rico Public Housing Administration** and the **Government of Puerto Rico**.

(X) **a.** Breach of warranty

(X) **b.** Waiver and / or Release of Subrogation

(X) **c.** Additional Insured Clause

(X) **d.** Hold Harmless Agreement

(X) **e.** 90 Days Cancellation Clause

He

- (X) 9. The insurance carrier or carriers which will present said certificates of insurance must have at least an A+ rating according to the Best Rating Guide.

C. TERMS AND CONDITIONS


1. All certified checks or bank drafts must be paid to the Order of the Bidding Agency.
2. All Bid Bonds must be issued by an Insurance Company authorized by the Insurance Commissioner of Puerto Rico and must be accompanied by the following documents:
3. Certificate of Authority in the name of the Insurer issued by the Insurance Commissioner.
4. Power of Attorney, issued by the Insurer, in the name of its attorney-in-fact
5. Power of Attorney License, issued by the Commissioner of Insurance pursuant to the power of attorney issued by said Insurer.
6. If, at the time the bidding documents are opened, any of the documents referred to in paragraphs a, b and c above are missing, this shall not constitute grounds for disqualifying the contractor, but the successful bidder shall submit such documents within two (2) working days from the date and time of the auction.
7. It is implicit that, by issuing the Bid Bond, the insurer undertakes to issue a Performance and Payment Bond in accordance with the conditions of the auction.
8. In any bidding or protest, the interested party shall be obliged to write down each risk with its individual cost of premium and shall then reflect the total sum of all insurance premiums as project costs.

D. IMPORTANT NOTICE TO INSURANCE AND SURETY COMPANIES AND THEIR REPRESENTATIVES

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

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

[Handwritten signature]

- 
3. Submit to the ***LHA** a written certification as evidence of full payment of premiums by the Contractor. Mention each risk coverage premium separately.
 4. Avoid sub-contractual obligations of premium financing or any other kind, which may be detrimental to the public interest.
 5. Avoid any request for cancellation by the contractor prior to the expiration date of the policy, without the consent of the Insurance Section of the ***LHA**: Discuss any refund of unearned premium.
 6. Follow all Federal Bail and Acceptance Insurance Regulations, when applicable.
 7. Indicate in the appropriate place of all insurance policies and/or bonds, the full description of the project, work or service to be rendered as provided in the Special Conditions of Insurance and bonds, part C.
 8. Not to make any amendments to insurance policies and bonds issued under the special conditions mentioned above, unless approved by the Insurance Section of the Department of Housing.
 9. To ensure that all insurance policies or bonds are issued to comply with all of our special insurance conditions with respect to the period of coverage, type of risk coverage, as well as all limits, as specified, and also to eliminate those exclusions in accordance with our request.
 10. Clarify any questions regarding insurance requirements by any means of communication with the Insurance Section of the Department of Housing under the Secretary for Legal Affairs.

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

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

Therefore, we emphasize that prior to commencing work or receiving written notice to proceed with such work or being authorized to commence work, the successful prime contractor has the responsibility to provide the ***LHA** with evidence to the effect that all insurance and/or bonds required under the special conditions or required under the sub-contract to each of the sub-contractors or



sub-sub-contractors are current and duly approved by the Insurance Section of the *LHA.

All insurance policies shall remain in effect for the entire contractual period, so that with any order of change and/or amendment resulting in alteration of the original project completion date or total original cost, the prime contractor shall take the necessary steps to request the insurer to include such changes in all related insurance policies and/or bonds and to submit evidence by appropriate endorsements with effective dates. Cancellations without consent are not accepted.

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

RAM

F. CONFLICT OR DIFFERENCE BETWEEN THE SPECIFICATIONS OF THE TENDERING PROCEDURE AND SPECIAL INSURANCE CONDITIONS AND BONDS, FORM DV-OSPA-78-5

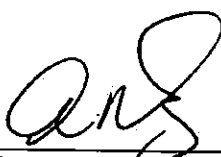
In the event of any conflict or difference in the description of coverage or in amounts or limits, etc., with respect to insurance requirements, the "Special Conditions of Insurance and Bonds" as set forth in this Form (DV-OSPA-78-5) shall prevail over any other insurance specifications.

G. CERTIFICATE OF INSURANCE SECTION

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: Website Development and Maintenance Services

October 31, 2018
Date


Arlyn Rodríguez Fuentes
Insurance Section
Secretary for Legal Affairs

[Handwritten initials]

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

ghe

- (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

DM
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.

He

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

pm
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

See

- 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

RM
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.)

JS

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).

PRDOH
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

PRDOH

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.

See


- 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:



- PMU
- 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

ghe

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


ghe

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)



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

- PMM
- 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

JGE

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)

- PM
- 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

AG

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

ghe

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.

mm
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

ghe

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

rum
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.

ghe

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).

Lee