



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

AMENDMENT C TO AGREEMENT FOR  
JANITORIAL SERVICES  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND  
ACTION SERVICE CORPORATION  
Contract No. 2020-DR0007

As amended by Contract No. 2020-DR0007B



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THIS AMENDMENT C TO AGREEMENT FOR JANITORIAL SERVICES, (hereinafter referred to as the "Amendment") is entered in San Juan, Puerto Rico, this 14 day of July, 2021, 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 L.P.R.A. § 441 et seq., known as the Department of Housing Governing Act, with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, 00918, herein represented by Hon. William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of San Juan, Puerto Rico, in his capacity as Secretary; and **ACTION SERVICE CORPORATION** (hereinafter, the "CONTRACTOR"), with principal offices In Barrio Monacillo, Street 8838 KM 1.7., Building 1700 San Juan, Puerto Rico 00936, herein represented by Julie A. Garcia Romeu, in his capacity as President, of legal age, single, and resident of Luquillo, Puerto Rico duly authorized by Resolution by the CONTRACTOR (collectively, the "Parties").

I. RECITALS AND GENERAL AWARD INFORMATION

**WHEREAS**, on July 17, 2019, the Parties entered into an Agreement for Janitorial Services for a period of **twelve (12) months** from the day of its execution, ending on July 16, 2020, registered as Contract Number 2020-DR0007 (hereinafter, "**the Agreement**").

**WHEREAS**, the PRDOH and the Contractor, agreed that, for allowable Janitorial Services performed during the term of the Agreement, PRDOH would pay a maximum amount not to exceed **FOR FIFTY FIVE THOUSAND SIX HUNDRED EIGHTY FOUR DOLLARS AND EIGHTY CENTS (\$55,684.80)** to the Contractor, from **Account Number: R01A01ADM-DOH-NA 4439-01-000**.

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

**WHEREAS**, the Agreement was amended on November 21, 2019, through Amendment A, registered as Contract No. 2020-DR0007A, to conform the Agreement to federal, state and local regulations and statutes. Neither the amount, account, nor the term of the Agreement were modified in Amendment A.

**WHEREAS**, the Agreement was amended a second time on July 9, 2020, through Amendment B, registered as Contract No. 2020-DR0007B, to extend the term of the Agreement to July 16, 2021.

**WHEREAS**, the Parties wish to amend the Agreement to extend the term of the agreement and to increase the total amount of the Agreement by an additional **NINETY THREE THOUSAND NINE HUNDRED TEN AND ZERO CENTS (\$93,910.00)**, for an adjusted total amount of **ONE HUNDRED FORTY NINE THOUSAND FIVE HUNDRED NINETY FOUR AND EIGHTY CENTS (\$149,594.80)**. (See **Attachment 1**).

**WHEREAS**, this Amendment C also conforms the Agreement to federal, state, and local regulations and statutes.

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

**WHEREAS**, the Parties wish to amend the Agreement, as amended, and become subject to the terms of the Agreement, as amended, and this Amendment C.

**WHEREAS**, the PRDOH has the legal power and authority, in accordance with its enabling statute, the Organic Act, the Federal laws, and regulations creating and allocating funds to the CDBG-DR Program, and the current Action Plan, to enter into this Amendment C.

**WHEREAS**, the CONTRACTOR has duly adopted the Resolution dated January 24, 2019, authorizing ACTION SERVICE CORPORATION (via its Authorized Representative, José M. García Ramis) to enter into the Agreement, as amended, with the PRDOH.

**WHEREAS**, by signing this Amendment C, the CONTRACTOR assures PRDOH that CONTRACTOR shall comply with all the requirements described herein.

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

## **II. AMENDMENT:**

- A. The Parties agree to amend **Article I TYPE OF CONTRACT** to add an **Attachment F** ("Contractor Certification Requirement"). **Attachment F** is hereby included to the Agreement in accordance with the Contract Review Policy of the Financial Oversight and Management Board (FOMB) for Puerto Rico, effective as of November 6, 2017 as amended on October 30, 2020, signed by the Contractor's Executive Officer (or another official with an equivalent position or authority to issue such certifications). (See **Attachment 2**).
- B. The parties agree to amend **Article II TERM OF AGREEMENT, Section A** to extend the term of the Agreement as follows:
  - A. *This Agreement shall be in effect and enforceable between the Parties from the date of its execution. The term of the original Agreement was for a performance period of **twelve (12) months**, ending on July 16, 2020. Through Amendment B, registered as Contract No. 2020-DR0007B, the Parties agreed to extend the period of performance for a period of*

performance of **twelve (12) months** that started on July 17, 2020 and ends on July 16, 2021. The Parties hereby agree to extend the period of performance for an additional period of performance of **twelve (12) months**, starting on July 17, 2021 and ending on July 16, 2022.

- C. The Parties agree to replace **Article IV COMPENSATION AND PAYMENT, Section B** with the following:

B. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **ONE HUNDRED FORTY NINE THOUSAND FIVE HUNDRED NINETY FOUR AND EIGHTY CENTS (\$149,594.80)**; from Accounts: **R01A01ADM-DOH-NA 4439-01-000** and **R01A01ADM-DOH-LM 4190-10-000**.

  
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- D. The Parties agree to replace **Article IV COMPENSATION AND PAYMENT, Section F** with the following:

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 fully cooperate with any audit process. The services rendered under the Agreement, as amended, shall be payable within forty-five (45) days from the date the invoice is received by PRDOH, if the invoice has no errors or objections. If PRDOH does not object or return for correction an invoice after fifteen (15) days of receiving it, the invoice will be given as correct and the process for payment will continue.

If within fifteen (15) days of receiving the invoice the PRDOH objects, the PRDOH will return the invoice for correction and the CONTRACTOR shall correct the invoice and return it within five (5) days. Once corrected and returned to PRDOH, the PRDOH will have thirty (30) days to continue with the payment process.

- E. The Parties agree to replace **Article XV FORCE MAJEURE** with the following:

In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, pandemic officially declared by the Government of Puerto Rico, strike, labor dispute or unrest, embargo,

war, insurrection or civil unrest, any Force Majeure including inclement weather, herein collectively referred to as Force Majeure during the term of this Agreement, neither the PRDOH nor the CONTRACTOR shall be liable to the other party for nonperformance during the conditions created by such event.

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

- F. The Parties agree to amend PRDOH's information on **Article XVII NOTICES** of the Agreement as follows:

To PRDOH: William O. Rodríguez, Esq.  
Secretary  
Puerto Rico Department of Housing  
606 Barbosa Avenue  
Juan C. Cordero Building  
Río Piedras, Puerto Rico 00918

- G. The Parties agree to amend the introduction of **Article XXI CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS**, as follows:

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 D** ("HUD General Provisions"), **Attachment F** ("Contractor Certification Requirement") and the following provisions:

- H. The Parties agree to amend **Article XXI CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS**, to add new **Paragraph M** as follows:

M. **Ethics.** The CONTRACTOR also acknowledges receipt of the Anticorruption Code for the New Puerto Rico known in Spanish as "Código Anticorrupción para el Nuevo Puerto Rico".

- I. The Parties agree to amend **Article XXIII EQUAL OPPORTUNITY, Paragraph A** as follows:

A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall

  
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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.

- J. The Parties agree to replace and rename **Article XLVI MEMORANDUM NO. 2017-001; CIRCULAR LETTER 141-17 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARIA DE LA GOBERNACION) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO)**, with the following:

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

  
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- A. Interagency Services Clause:** Both contracting parties acknowledge and agree that services retained may be provided to any entity of the Executive Branch with which the contracting entity makes an interagency agreement or by direct provision of the Office of the Chief of Staff of the Governor (Secretaría de la Gobernación). These services will be performed under the same terms and conditions in terms of hours of work and compensation set forth in this Agreement. For purposes of this clause, the term "Executive Branch entity" includes all agencies of the Government of Puerto Rico, as well as public instrumentalities and corporations and the Office of the Governor.
- B. Termination Clause:** The Chief of Staff (Secretario de la Gobernación) of the Governor shall have the power to terminate this Agreement at any time.
- C. Contract Review Policy of the Financial Supervision and Administration Board for Puerto Rico:** The parties acknowledge that the contractor has submitted the certification entitled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board (FOMB) for Puerto Rico, effective as of November 6, 2017 as amended on October 30, 2020, signed by the Contractor's Executive Director (or another official with an equivalent position or authority to issue such certifications). A signed copy of the "Contractor's Certification Requirement" is included as **Attachment F** to this Agreement.

- K. The Parties agree to replace **Article XXVIII COMPLIANCE WITH FEDERAL LAW, REGULATIONS, & EXECUTIVE ORDERS**, with the following:

The CONTRACTOR acknowledges that HUD financial assistance will be used to fund the Agreement only. Also, the CONTRACTOR shall comply with all applicable Federal, state and local laws, rules, regulations, and policies relating to CDBG-DR and CDBG Program services. This includes without limitation, applicable Federal Registers; 2 C.F.R. part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; 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 D** and in compliance with all the requirements described in **Attachment F**.

- L. The Parties agreed to replace and renumber **ARTICLE XLVIII SOLID WASTE DISPOSAL ACT**, added in Amendment B, as follows:

**XLIII. SOLID WASTE DISPOSAL ACT**

1) In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are Environmental Protection Agency (EPA) - designated items unless the product cannot be acquired:

- 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>.

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3) Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include:

- a. procuring only items designated in guidelines of the EPA at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars

  
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- (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000);*
- b. procuring solid waste management services in a manner that maximizes energy and resource recovery; and*
- c. establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.*

M. The Parties agree to replace **Article II CONSOLIDATIONS, MERGERS, OR DISSOLUTIONS** in Amendment B with a new **Article XLVI CONSOLIDATIONS, MERGERS, CHANGE OF NAME OR DISSOLUTIONS** as follows:

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

A. Consolidation or Merger

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

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

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

B. Change of Name

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with

  
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the PRDOH initiates a change of name process, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) days** prior to the effective date of such event. The notice shall include, but not limited to, a description of: the expected effective date of the change of name; the proposed name; inform of any change of address; and reference of any change in the capacity of the entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement, as well as its Exhibits or Attachments.

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

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

C. Dissolution

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

N. The Parties agree to add a new **Article XLVII SURVIVAL OF TERMS AND CONDITIONS** as follows:

*The terms and conditions of this Agreement related to the following subjects shall survive the termination or expiration of this Agreement: interpretive provisions; consideration; warranties; general affirmations, federal assurances, federal and state certifications; CDBG-DR and state funding, recapture of CDBG-DR and/or state funds, overpayment of CDBG-DR and/or state funds; ownership and intellectual property, copyright; records retention methods and time requirements; inspection, monitoring and audit; confidentiality; public records; indemnification and liability; infringement of intellectual property rights; independent contractor relationship;*

  
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*compliance with laws; notices; choice of law and venue; severability; dispute resolution; consolidations, merger, change of name, and dissolution. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Agreement shall so survive.*

- O. All other terms and conditions of the Agreement, as amended, remain unchanged.
- P. Each party represents that the person executing this Amendment C has the necessary legal authority to do so on behalf of the respective party.

### III. HEADINGS

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

### IV. FEDERAL FUNDING

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

### V. COMPLIANCE WITH LAW

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

### VI. SUBROGATION

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

### VII. COMPTROLLER REGISTRY

The PRDOH shall remit a copy of this Amendment to the Office of the Comptroller for registration within **fifteen (15)** days following the date of execution of this Amendment and any subsequent amendment hereto. The services object of this Amendment may not be invoiced or paid until this Amendment has been

  
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registered by the PRDOH at the Comptroller's Office, pursuant to Act No. 18 of October 30, 1975, as amended by Act No. 127 of May 31, 2004.

#### **VIII. ENTIRE AGREEMENT**

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

#### **IX. SEVERABILITY**

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

#### **X. COUNTERPARTS**

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

#### **XI. SURVIVAL OF TERMS AND CONDITIONS**

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

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

**PUERTO RICO DEPARTMENT OF  
HOUSING**

**ACTION SERVICE CORPORATION**

William O. Rodríguez Rodríguez  
William O. Rodríguez Rodríguez (Jul 14, 2021 12:30 EDT)  
**William O. Rodríguez Rodríguez, Esq.**  
Secretary

Julie García  
Julie García (Jul 14, 2021 11:34 EDT)  
**Julie A. García Romeu**  
President  
DUNS No. 049510324



GOBIERNO DE PUERTO RICO  
DEPARTAMENTO DE LA VIVIENDA

30 de junio de 2021

**VISTO BUENO**

Lcdo. William O. Rodríguez Rodríguez  
Secretario

Lcda. Maytte Texidor López  
Directora de Asuntos Legales - Programa CDBG-DR

Lcdo. William O. Rodríguez Rodríguez  
Secretario de la Vivienda

Lcda. Marelzie Díaz Sánchez  
Subsecretaria - Programa CDBG-DR

*MDS*

**SOLICITUD DE ENMIENDA PARA EXTENDER VIGENCIA DEL CONTRATO DE ACTION SERVICE CORP. (SERVICIOS DE LIMPIEZA OFICINAS DEL PROGRAMA CDBG-DR): CONTRATO NÚM. 2020-DR0007**

Saludos. Por este medio, se solicita la extensión del contrato núm. 2020-DR0007 entre el Departamento de la Vivienda (el Departamento) y la compañía de servicios de limpieza Action Service Corp., cuyo contrato vence el próximo 16 de julio de 2021.

Conforme al Manual de Adquisiciones y Requerimientos Contractuales para el Programa CDBG-DR, Reglamento Núm. 9075 del 26 de febrero de 2019, el Departamento puede, excepcionalmente, modificar un contrato u orden de compra otorgado. Además, según se desprende del Artículo II del contrato con Action Service Corp., que éste podrá extenderse hasta un término de veinticuatro (24) meses adicionales. Asimismo, hasta la fecha, el contrato de referencia refleja un balance por la cantidad de \$3,138.59, de \$55,684 (cuantía total del contrato original).

En vista de lo anterior, entendemos que extender la vigencia está dentro del alcance del contrato y añadir fondos adicionales. El total de la enmienda sería por la cantidad de \$93,910.00. El detalle por partida de la enmienda sería a la partida de Office Maintenance por \$90,950.00 y General Maintenance por la cantidad de \$2,960.00. Los cambios a la partida de Office Maintenance, añadir los siguientes cambios en el número de recursos y horas estimadas:

Positions	Quantity of Resources	Hourly Rate	Estimated Hours	Total Cost
Supervisor	1	\$13.70	2,500	\$34,250
Janitor	1	\$12.60	1,500	\$18,900
Janitor	1	\$12.60	1,500	\$18,900
Janitor	1	\$12.60	1,500	\$18,900
Subtotal:				\$90,950



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DEPARTAMENTO DE LA VIVIENDA

La partida de general maintenance se mantiene sin cambios (\$2,960.00). En estos tiempos, en los que los servicios de limpieza han tomado un rol protagónico, para el control y prevención del COVID-19, consideramos es de vital importancia proceder con esta solicitud. De tener alguna duda o necesitar información adicional sobre este asunto, favor comunicarse con quien suscribe.

Cordialmente,

Félix X. Hernández Cabán, M.B.A., C.F.E., J.D.  
Secretario Asociado, Programa CDBG-DR

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## ATTACHMENT F

### CONTRACTOR CERTIFICATION REQUIREMENT

#### ACTION SERVICE CORP

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

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

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

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

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

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

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

  
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By: Julie A. García Romeu

  
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# AMENDMENT C-JANITORIAL SERVICES

Final Audit Report

2021-07-14

Created:	2021-07-09
By:	Maria M. Rivera Nieves (mmrivera@vivienda.pr.gov)
Status:	Signed
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## "AMENDMENT C-JANITORIAL SERVICES" History

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-  Document e-signed by Julie Garcia (julie@actionservicepr.com)  
Signature Date: 2021-07-14 - 3:34:52 PM GMT - Time Source: server- IP address: 192.203.0.234
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-  Document e-signed by William O. Rodríguez Rodríguez (w.rodriguez@vivienda.pr.gov)  
Signature Date: 2021-07-14 - 4:30:51 PM GMT - Time Source: server- IP address: 196.28.53.20
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