



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

Amendment D

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

**AMENDMENT D TO AGREEMENT FOR
WEBSITE DEVELOPMENT AND MAINTENANCE SERVICES
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
INFORMATION TECHNOLOGY DEVELOPERS GROUP, INC.
Contract No. 2020-DR0009**



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THIS AMENDMENT D TO AGREEMENT FOR WEBSITE DEVELOPMENT AND MAINTENANCE SERVICES, (hereinafter, the "Amendment D") is entered into in San Juan, Puerto Rico, this 2 day of June, 2022, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, the "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, herein represented by Hon. William O. Rodríguez Rodríguez, of legal age, single, attorney and resident of San Juan, Puerto Rico, in his capacity as Secretary; and **INFORMATION TECHNOLOGY DEVELOPERS GROUP, INC.** (hereinafter, the "Contractor"), with principal offices in Road 176, KM 1.1 STE 203, Río Piedras, PR 00926, herein represented by Robert E. Negrón Meléndez, of legal age, married, and resident of Gurabo, Puerto Rico, in his capacity as President and CEO, duly authorized by Resolution by the CONTRACTOR; collectively the "Parties".

I. RECITALS AND GENERAL INFORMATION

WHEREAS, on July 25, 2019, the Parties executed an Agreement for Website Development and Maintenance Services, registered as Contract No. 2020-DR0009, for a maximum amount not to exceed **FIVE HUNDRED SIXTY-FIVE THOUSAND EIGHT HUNDRED SIXTY DOLLARS AND ZERO CENTS (\$565,860.00)**, from **ACCOUNT NUMBER R01A01ADM-DOH-NA-4190-10-100**, until July 24, 2022 (hereinafter, the "Agreement").

WHEREAS, as per Article XXXIII 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 August 21, 2019, via Amendment A, Contract No. 2020-DR0009A, to modify **Attachment A** (Scope of Services) and **Attachment B** (Cost Form) in order to clarify PRDOH's intention for the maintenance of the website and include, as part of the services to be performed by the Contractor, the maintenance of the website to comply with Federal Register requirements. The term, budget and account of the Agreement were not modified in this Amendment A.

WHEREAS, the Agreement was amended on August 21, 2019, via Amendment B, Contract No. 2020-DR0009B, to modify **Attachment A** (Scope of Services) in order to clarify that the CONTRACTOR can continue to perform the tasks contained in **Attachment A** (Scope of Services) of the Agreement, extensive to activities leading to the development and approval of the Action Plan for the Community Development Block Grant for Mitigation (CDBG-MIT). The term, budget and account of the Agreement were not modified in this Amendment B.

WHEREAS, the Agreement was amended on December 11, 2020, via Amendment C, Contract No. 2020-DR0009C, to modify **Attachment B** (Cost Form) in order to increase the

not-to-exceed value of the Agreement to align with the increased volume of website development requests, and forecasts for additional website development needs going forward. The total amount of the Agreement was increased by an additional **EIGHT HUNDRED FIFTEEN THOUSAND TWENTY-EIGHT DOLLARS AND FIFTY CENTS (\$815,028.50)**, for an adjusted total amount of **ONE MILLION THREE HUNDRED EIGHTY THOUSAND EIGHT HUNDRED EIGHTY-EIGHT DOLLARS AND FIFTY CENTS (\$1,380,888.50)**, from **ACCOUNT NUMBER R01A01ADM-DOH-NA/R02A01ADM-DOH-NA 4190-10-000**. The term was not modified in this Amendment C.

WHEREAS, it is the intention of the Parties that this Amendment D is not intended to effect 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 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 D.

WHEREAS, the Contractor has duly adopted the Resolution dated December 5, 2018, authorizing the Contractor to enter into this Amendment D. The Contractor has agreed to enter into this Amendment D with the PRDOH, and by signing this Amendment D, the Contractor assures PRDOH that the 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 to execute this Amendment D subject to the following:

TERMS AND CONDITIONS

III. SCOPE OF AMENDMENT

The PRDOH Communications Division has identified the need to amend the Agreement to extend the term of the Agreement and modify the budget to increase hosting resources and maintenance. Therefore, the following actions are recommended: increase the total amount of the Agreement by **FIVE HUNDRED NINETY-TWO THOUSAND FOUR HUNDRED FORTY-SEVEN DOLLARS FIFTY CENTS (\$592,447.50)**, for an adjusted total amount of **ONE MILLION NINE HUNDRED SEVENTY-THREE THOUSAND THREE HUNDRED THIRTY-SIX DOLLARS ZERO CENTS (\$1,973,336.00)**, and extend the term of the Agreement by an additional twelve (12) months for a total of forty-eight (48) months.

IV. AMENDMENTS

- A. The Parties agree to amend and replace **Attachment B** (Cost Form) of the AGREEMENT with a modified **Attachment B** (Cost Form) hereto incorporated by reference into the AGREEMENT and made part of the AGREEMENT. (See **Exhibit I** of this Amendment D).
- B. The Parties agree to include new **Attachment G** (Contractor Certification) hereto incorporated by reference into the AGREEMENT and made part of the AGREEMENT. (See **Exhibit II** of this Amendment D).
- C. The Parties agree to amend **Article II. TERM OF AGREEMENT** to extend the term of the Agreement by an additional twelve (12) month, ending on July 23, 2023.
- D. The Parties agree to replace **Article IV. COMPENSATION AND PAYMENT, paragraph B**, with the following:

B. The PRDOH will pay the Contractor for allowable services performed during the term of this Agreement, as amended, up to a maximum amount not to exceed **ONE MILLION NINE HUNDRED SEVENTY-THREE THOUSAND THREE HUNDRED THIRTY-SIX DOLLARS ZERO CENTS (\$1,973,336.00)**, from **Accounts number R01A01ADM-DOH-NA/4190-22-000, R02A01ADM-DOH-NA/4190-22-000 and R02A01ADM-DOH-NA/4190-10-000**. Such payment shall be compensation for all services required, performed and accepted under this Agreement, as amended. The PRDOH shall not pay any amount in excess of the limits stated herein, even if the Contractor exceeds the same, regardless of the reasons for said excess. The Contractor shall not be required to render services without compensation.

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

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

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F. Starting on April 4, 2022, the Federal Government permanently discontinued the use of the DUNS Number as the primary means of identity identification for Federal awards government-wide and replaced it with the Unique Entity Identifier (UEI). Accordingly, the Parties agree to replace the Contractor's DUNS Numbers with the following Unique Entity Identifier:

INFORMATION TECHNOLOGY DEVELOPERS GROUP, INC.
Unique Entity ID: GUAYG1T5MJ14

G. The Parties agree to include PRDOH's Unique Entity Identifier as part of the Agreement, as amended:

PRDOH
Unique Entity ID: FFNMUBT6WCM1

H. All other terms and conditions of the Agreement remain unchanged.

V. **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.

VI. **FEDERAL FUNDING**

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

VII. COMPLIANCE WITH LAW

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

VIII. SUBROGATION

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

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IX. COMPTROLLER REGISTRY

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

X. ENTIRE AGREEMENT

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

XI. SEVERABILITY

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

XII. COUNTERPARTS

This Amendment may be executed in any number of counterparts, each of 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.

XIII. 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 D in the place and on the date first above written.

PUERTO RICO DEPARTMENT OF HOUSING

**INFORMATION TECHNOLOGY
DEVELOPERS GROUP, INC.**

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William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Jun 2, 2022 15:10 EDT)
Hon. William O. Rodríguez Rodríguez, Esq.
Secretary

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Robert E. Negrón Meléndez
President and CEO

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ATTACHMENT B
COST FORM
Website Development and Maintenance Services
Community Development Block Grant – Disaster Recovery
(Revised for Amendment D)

Contractor: Information Technology Developers Group, Inc.

WEBSITE DEVELOPMENT COST

Development Stage	Lump Sum Price ⁽¹⁾
Development Plan with Site Map	\$4,160.00
Website Design	\$5,720.00
Preliminary Functioning Website for Testing	\$74,100.00
User Training on Website	\$2,800.00
Website Launch	\$1,680.00
Sub-Total Cost for Website Development	[A] \$88,460.00

WEBSITE MAINTENANCE

Hosting and Maintenance	Units	Estimated Unit Price ⁽²⁾	Estimated Total Cost
Website Hosting/Maintenance	Months	\$650.00	\$22,100.00
Security Upgrades Implementation & Testing – Amendment # C	Months	\$1,560.00	\$34,320.00
Hosting Services – Amendment # D	Months	\$4,500.00	\$54,000.00
Hosting Services for new portals – Amendment # D	Months	\$1,500.00	\$18,000.00
Sub-Total Cost for Website Maintenance			[B] \$128,420.00
Allowance for Website Additional Services ⁽³⁾	Units	Hourly Rate ⁽⁴⁾	Estimated Total Cost ⁽⁵⁾
Project Manager	1	\$65.00	\$413,400.00
Website Designer	1	\$65.00	\$330,200.00
Website Development	1	\$65.00	\$969,800.00
Database Administrator	1 ⁽⁶⁾	\$52.00	\$43,056.00
Sub-Total for Website Additional Services			[C] \$1,756,456.00
Total Maximum Cost			[D]=A+B+C \$1,973,336.00

Notes on Cost

(1) Lump sum prices include overhead, profit, royalties, reimbursement, as well as any other additional fees and administrative costs applicable to the services of the full website development.

Amendment D to the Agreement
Between PRDOH and INFORMATION TECHNOLOGY DEVELOPERS GROUP/ INC.
For Website Development and Maintenance Services
Under CDBG-DR/MIT Program
Attachment B-Cost Form
Page 2 of 2

- (2) Unit Prices include all time and expenses, including, among others, overhead, profit, royalties, reimbursement costs, as well as any other additional fees and administrative cost applicable to the services requested. These prices are estimated and should not represent a maximum total amount to be invoiced in a monthly basis.
- (3) 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 PRDOH may be invoiced by the selected Proposer based upon hours worked by staff and the hourly rate included in this Cost Form.
- (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.
- (5) Total cost is based on estimated hours per resource on a monthly basis and should not be considered as a maximum amount.
- (6) One or more staff member can perform on the Website Development Position, in an as needed basis by PRDOH.

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ATTACHMENT G

CERTIFICATION

INFORMATION TECHNOLOGY DEVELOPERS GROUP, INC.

I. Contractor (or Subrecipient) Certification Requirement:

1. The expected subcontractor(s) in connection with the contract¹ is (are) the following:

**Name of Individual
or Firm:**

**Principal terms and
conditions of the
contractual relation
and role of the
subcontractor:**

**Amount of proposed
contract payable to
each subcontractor:**

**Name of Individual
or Firm:**

**Principal terms and
conditions of the
contractual relation
and role of the
subcontractor:**

**Amount of proposed
contract payable to
each subcontractor:**

2. Neither the contractor (or subrecipient) nor any of its owners², partners, directors, officials or employees, has agreed to share or give a percentage of the contractor's (or subrecipient's) compensation under the contract³ to, or

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

² 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.

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

otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract.

3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.
4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).
5. Neither the contractor (or subrecipient), nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law.
6. Any incorrect, incomplete or false statement made by the contractor's (or subrecipient's) representative as part of this certification shall cause the nullity of the proposed contract and the contractor (or subrecipient) must reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

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

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

By: Robert E. Negrón Meléndez

Signature: RA
Date: June 1, 2022

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AMENDMENT D_CONTRACT 2020-DR0009

Final Audit Report

2022-06-02

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