





AMENDMENT E

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

**AMENDMENT E TO AGREEMENT FOR
PUBLIC RELATIONS SERVICES
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
PUBLICIDAD TERE SUÁREZ, LLC
Contract No. 2019-DR0002
As amended by Contract No. 2019-DR0002D**





THIS AMENDMENT E TO AGREEMENT FOR PUBLIC RELATIONS SERVICES, (hereinafter referred to as the "Amendment E") is entered in San Juan, Puerto Rico, this 29 day of July, 2022, 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" (hereinafter, "Organic Act"), with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by its Secretary, Hon. William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of San Juan, Puerto Rico; and **PUBLICIDAD TERE SUÁREZ, LLC** (hereinafter, the "CONTRACTOR"), with principal offices in Escorial Ave., Building 18, Mario Julia Ind. Park, San Juan, Puerto Rico, 00920, herein represented by Teresa Suárez Castro, in her capacity as President, of legal age, married, and resident of Guaynabo, Puerto Rico, duly authorized by Resolution by the CONTRACTOR (collectively, the "Parties").

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on May 8, 2019, the Parties entered into an Agreement for Public Relations Services for a period of **twenty four (24) months** from the day of its execution, ending on May 9, 2021, registered as Contract Number 2019-DR0002 (hereinafter, "the Agreement").

WHEREAS, the PRDOH and the CONTRACTOR, agreed that, for allowable services during the term of the Agreement, PRDOH would pay a maximum amount not to exceed **FIVE MILLION ONE HUNDRED THIRTY-THREE THOUSAND FIVE HUNDRED SIXTY DOLLARS AND ZERO CENTS (\$5,133,560.00)** to the CONTRACTOR, from Account: **R01A01ADM-DOH-NA 4190-10-000**.



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 September 19, 2019 through Amendment A, registered as Contract No. 2019-DR0002A, to replace **Attachment D** ("Exhibit P Cost Form") and to conform the Agreement to federal, state and local regulations and statutes. Neither the amount, account nor period of performance were modified in Amendment A.

WHEREAS, the Agreement was amended on September 11, 2020 through Amendment B, registered as Contract No. 2019-DR0002B, to clarify that the CONTRACTOR could continue to perform the tasks set forth in **Attachment C** ("Scope of Services") to activities leading to development and approval of the Action Plan for the Community

Development Block Grant for Mitigation (CBDG-MIT). Neither the amount, account, nor period of performance were modified in Amendment B.

WHEREAS, the Agreement was amended on February 12, 2021 through Amendment C, registered as Contract No. 2019-DR0002C, to implement a new staff organization to maximize CONTRACTOR'S efforts to a more productive, cost-efficient, and creative output. Amendment C replaced the Key Staff of the **Attachment C** ("Scope of Services") and the **Attachment D** ("Exhibit P Cost Form"). The reorganization did not entail an alteration to the original amount of the Agreement. However, it did require a budget restructuring in order to implement and execute the CBDG-DR Programs proposed media campaign. Amendment C also extended the performance period until July 31, 2021.



WHEREAS, the Agreement was amended on July 28, 2021 through Amendment D, registered as Contract No. 2019-DR0002D, to extend the period of performance until July 31, 2022 and to increase the total amount of the Agreement by an additional **THREE MILLION ONE HUNDRED NINETY-SEVEN THOUSAND SEVEN HUNDRED FORTY-NINE DOLLARS (\$3,197,749.00)**, for an adjusted total amount of **EIGHT MILLION THREE HUNDRED THIRTY-ONE THOUSAND THREE HUNDRED NINE DOLLARS (\$8,331,309.00)**. Also, to amend the Key Staff in **Attachment C** ("Scope of Services") and replaces **Attachment D** ("Exhibit P Cost Form") and **Attachment G** ("HUD General Provisions"), and includes a new **Attachment H** ("Contractor Certification Requirement").

WHEREAS, the Parties wish to amend the Agreement to extend the period of performance until December 31, 2022 and to increase the total amount of the Agreement by an additional **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00)**, for an adjusted total amount of **NINE MILLION EIGHT HUNDRED THIRTY-ONE THOUSAND THREE HUNDRED NINE DOLLARS (\$9,831,309.00)**.

WHEREAS, for this Amendment E, a Price Reasonableness Analysis was carried out by the Procurement Division.

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

WHEREAS, this Amendment E 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 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 E.

WHEREAS, the CONTRACTOR has duly adopted Resolutions dated March 20, 2019, authorizing its Authorized Representative, Teresa Suárez Castro, to enter into the Agreement and this Amendment E.

WHEREAS, by signing this Amendment E 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. SCOPE OF THE AMENDMENT

The Parties acknowledge that this **AMENDMENT E** entails a modification of the period of performance and end date of the Agreement. In order to continue supporting the Program, the Parties agree to an extension of the Agreement's term for an additional **five (5) months**, ending on **December 31, 2022**. Also, to increase the total amount of the Agreement by an additional **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00)**, for an adjusted total amount of **NINE MILLION EIGHT HUNDRED THIRTY-ONE THOUSAND THREE HUNDRED NINE DOLLARS (\$9,831,309.00)**.

III. AMENDMENTS:

A. **Attachment D** (Exhibit P Cost Form) of the Agreement is being replaced by a modified **Attachment D** (Exhibit P Cost Form) hereto incorporated by reference into the Agreement and made part of the Agreement. (See **Attachment II** of this Amendment E). In the modified Attachment D, the "Hours Per Month Per Resource" were reduced for the following positions: Creative Strategist Director, Strategic Communication Achiever, Strategic Media Director, Translator/Editor, Direct Art/Editor, Graphic Designer, Social Graphic Designer, Video/Editor/Photo and Traffic Manager. Also, the "Allowance for Additional Services & Commissions" change.

B. **Attachment H** (Contractor Certification) of the Agreement is being replaced by an updated **Attachment H** (Contractor Certification) hereto incorporated by reference into the Agreement and made part of the Agreement. (See **Attachment I** of this Amendment E).

C. The parties agree to amend **Article II. TERM OF AGREEMENT, Paragraph A** to extend the term of the Agreement with the following:

*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 **twenty-four (24) months**, ending on May 9, 2021. Through Amendment C, registered as Contract No. 2019-DR0002C, the Parties agreed to extend the period of performance for a period of performance until July 31, 2021. Through Amendment D, registered as Contract No. 2019-DR0002D, the Parties agreed to extend the period of performance for a period of performance until July 31, 2022.*

*The Parties hereby agree to extend the period of performance for an additional period of performance of **five (5) months**, ending on **December 31, 2022**.*

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, a maximum amount not to exceed **NINE MILLION EIGHT HUNDRED THIRTY-ONE THOUSAND THREE HUNDRED NINE DOLLARS (\$9,831,309.00)**, from Accounts: **R02A01ADM-DOH-NA/ 4190-10-000 / 4190-13-000**.*

E. The Parties agree to replace **Article 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)** with the following:




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XLVI. 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)

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 H** to this contract.

F. 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 DUNS Numbers with the following Unique Entity Identifier:

PUERTO RICO DEPARTMENT OF HOUSING
Unique Entity ID: **FFNMUBT6WCM1**

PUBLICIDAD TERE SUAREZ, LLC
Unique Entity ID: **DEX6NWTFVJU4**

G. Each party represents that the person executing this Amendment E has the necessary legal authority to do so on behalf of the respective party.

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

IV. HEADINGS

The titles to the paragraphs of this Amendment E 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 E.



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V. 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.

VI. 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.

VII. 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.

VIII. COMPTROLLER REGISTRY

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

IX. ENTIRE AGREEMENT

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

X. SEVERABILITY

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

XI. COUNTERPARTS

This Amendment E 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 E is not executed by the PRDOH within **thirty (30) days** of execution by the other party, this Amendment E shall be null and void.

XII. SURVIVAL OF TERMS AND CONDITIONS



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The terms and conditions of the Agreement, as amended, related to the following subjects shall survive the termination or expiration of the 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 the Agreement, as amended, shall so survive.



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

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PUERTO RICO DEPARTMENT OF HOUSING

PUBLICIDAD TERE SUÁREZ, LLC

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Jul 29, 2022 17:46 EDT)

Hon. William O. Rodríguez Rodríguez, Esq.
Secretary



Teresa Suárez Castro
President



ATTACHMENT F

CONTRACTOR CERTIFICATION REQUIREMENT

PUBLICIDAD TERE SUÁREZ, LLC.

I. Contractor (or Subrecipient) Certification Requirement:

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

N/A

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 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.

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.

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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: Teresa Suárez Castro

Signature: 

Position: President

Date: 07-28-2022



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DEPARTMENT OF
HOUSING



EXHIBIT P
Cost Form
Public Relations Services
Community Development Block Grant – Disaster Recovery

Contractor: Publicidad Tere Suárez, LLC

Hourly Rates

Position	Qty. of Resources [A]	Hours Per Month Per Resource [B]	Rate Per Hour [C]	Monthly Cost [D = AxBxC]
Creative Strategist Director	1	10	\$150.00	\$1,500.00
General Manager	1	120	\$150.00	\$18,000.00
Strategic Communication Achiever	1	10	\$150.00	\$1,500.00
Senior Account Executive	1	173	\$90.00	\$15,570.00
PR Senior Account Executive	1	55	\$90.00	\$4,950.00
Translator Editor	1	40	\$85.00	\$3,400.00
Translator Editor	1	50	\$85.00	\$4,250.00
Art Director Editor	1	50	\$100.00	\$5,000.00
Art Director Editor	1	100	\$100.00	\$10,000.00
Graphic Designer	1	50	\$55.00	\$2,750.00
Strategic Media Director	1	10	\$150.00	\$1,500.00
Media Planner / Buyer	1	80	\$70.00	\$5,600.00
DIGITAL COPY	1	70	\$75.00	\$5,250.00
Social Graphic Designer	1	40	\$55.00	\$2,200.00
#1-VIDEO EDITOR Photo	1	80	\$85.00	\$6,800.00
#2-VIDEO EDITOR Photo	1	100	\$85.00	\$8,500.00
COMMUNITY MANAGER	1	150	\$65.00	\$9,750.00
Traffic Manager	1	60	\$45.00	\$2,700.00
Assistant	1	8	\$35.00	\$280.00
Monthly Cost				\$109,500.00
Sub-Total Cost				\$4,368,708.36
Other Costs				Total Cost
Allowance for Additional Services & Commissions				\$5,462,600.64
Total				\$9,831,309.00

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Notes

- (1) The Total Proposal Cost represents the potential total cost for the services, including the contract allowance for additional services as indicated in the Scope of Services.
- (2) Services will be provided on an on-call basis by the contractor. Therefore, there could be months where the estimated monthly cost is less or more than that stated in the estimate. The contract is expected to function as a not-to-exceed contract from which services will be invoiced based on actual hours worked by each resource.
- (3) The Rate per Hour cost includes fringe benefits, travel, general and administrative, among other overhead costs and profit related to the positions referenced. The overhead includes all cost related to accomplish the required service each position will be responsible for.
- (4) Estimated costs for each position should not be interpreted as a cap of costs or hours that may be invoiced for a specific position. Invoicing shall be based on the actual needs of resources for the services requested by the PRDOH.



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AMENDMET E TERE SUAREZ Rev. JOH

Final Audit Report

2022-07-29

Created:	2022-07-29
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
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-  Document created by Radames Comas Segarra (rcomas@vivienda.pr.gov)
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-  Signer w.rodriguez@vivienda.pr.gov entered name at signing as William O. Rodríguez Rodríguez
2022-07-29 - 9:45:59 PM GMT- IP address: 70.45.47.107
-  Document e-signed by William O. Rodríguez Rodríguez (w.rodriguez@vivienda.pr.gov)
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-  Agreement completed.
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