



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

**AMENDMENT A TO THE AGREEMENT FOR  
ACCESS CONTROL SECURITY SYSTEM  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND  
PRIME SECURITY AND TECHNOLOGIES, INC.**  
Contract No. 2022-DR0141  
Amendment Contract No. 2022-DR0141A



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This **AMENDMENT A TO AGREEMENT FOR ACCESS CONTROL SECURITY SYSTEM, (Amendment A or Amendment)** is entered into in San Juan, Puerto Rico, this 12 day of December, 2022, by and between the **PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)**, a public agency created under Act No. 97 of June 10, 1972, as amended, 3 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 William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of San Juan, Puerto Rico, in his capacity as Secretary; and **PRIME SECURITY AND TECHNOLOGIES, INC. (CONTRACTOR)**, with principal offices in Carr. 129 Km.1.2 Residencias San José #3, Arecibo, Puerto Rico, 00613, herein represented by Pedro Ramos, in his capacity as President, of legal age, married, and resident of Canóvanas, Puerto Rico duly authorized by Resolution by the CONTRACTOR (collectively, the **Parties**).

**I. RECITALS AND GENERAL AWARD INFORMATION**

**WHEREAS**, on September 15, 2021, the PRDOH and the CONTRACTOR entered into an Agreement, which was registered under Contract No. 2022-DR0141, for supplying an access control security system in connection with the CDBG-DR Program (**Agreement**).

**WHEREAS**, the PRDOH and the CONTRACTOR, agreed that, for allowable services performed during the term of the Agreement, PRDOH would pay a maximum amount not to exceed **FIFTY-FIVE THOUSAND FOUR HUNDRED AND FORTY DOLLARS (\$55,440.00)**; to the CONTRACTOR from **Account Number R02A01ADM-DOH-NA/1400-43-000/4190-10-000/4190-30-000**, ending on September 14, 2024.

**WHEREAS**, PRDOH and the CONTRACTOR agree that it is in PRDOH's best interest to amend the Agreement for the acquisition and installment of additional Door Access Beeper-Transmitter and Door Access Beeper-Receiver.

**WHEREAS**, the Parties wish to amend the Agreement to increase the total amount by **THIRTEEN THOUSAND THREE HUNDRED NINETY DOLLARS (\$13,390.00)** for an adjusted amount of **SIXTY-EIGHT THOUSAND EIGHT HUNDRED THIRTY DOLLARS (\$68,830.00)**.

**WHEREAS**, on November 18, 2022, the Procurement Division determined that the proposed prices under Amendment A are reasonable and recommended the prices for contract amendment.

**WHEREAS**, this Amendment A 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 A.

**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 AMENDMENT

The Operations Division of the CDBG-DR Program acquired, through a Small Purchase, an access control security system for the CDBG-DR Headquarters in the Juan C. Cordero Dávila Building. The access control system was installed on the second and third floors of the building. Due to the expansion of the CDBG-DR Headquarters, the Operations Division needs to acquire and install the same system of access control for the first floor of the building. Taking into consideration the needs of the Operations Division of the services provided by the CONTRACTOR, the Parties agree to amend the Agreement and increase the total amount to **SIXTY-EIGHT THOUSAND EIGHT HUNDRED THIRTY DOLLARS (\$68,830.00)**.

## III. AMENDMENTS

- A. The Parties agree to amend **Article I. TYPE OF CONTRACT** to add a new **Attachment F** (Cost Form) with an adjusted total amount of **SIXTY-EIGHT THOUSAND EIGHT HUNDRED THIRTY DOLLARS (\$68,830.00)**. **Attachment F** (Cost Form) consists of the CONTRACTORS' original quotation (\$55,440.00) as well as the new quotation (\$13,390.00). The new quotation includes the acquisition and installment of the Door Access Beeper-Transmitter, the Door Access Beeper-Receiver and additional equipment of access control for the first floor of the CDBG-DR Headquarters located in the Juan C. Cordero building in 606 Ave. Barbosa, San Juan, Puerto Rico. (See **Attachment I** of this Amendment A)
- B. The Parties agree to amend **Article I. TYPE OF CONTRACT** to replace **Attachment E** (Contractor Certification) with an updated Attachment E (Contractor Certification). (See **Attachment II** of this Amendment A)
- C. The Parties agree to amend **Article I. TYPE OF CONTRACT** to add a new **Attachment G** (Non-Conflict of Interest Certification). (See **Attachment III** of this Amendment A)
- D. The Parties agree to amend **Article I. TYPE OF CONTRACT** to add a new **Attachment H** (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion). (See **Attachment IV** of this Amendment A)
- E. 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 **SIXTY-EIGHT THOUSAND EIGHT HUNDRED THIRTY DOLLARS (\$68,830.00)**; Account Number R02A01ADM-DOH-NA 1400-43-000/4190-10-000/4190-30-000.*
- C. Such payment shall be compensation for all allowable services required, performed and accepted under this Agreement included in **Attachment B** (Scope of Services) and **Attachment F** (Cost Form) incorporated into the Agreement via Amendment A.*
- F. All other terms and conditions of the Agreement remain unchanged.
- G. Each party represents that the person executing this Amendment A has the necessary legal authority to do so on behalf of the respective party.

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#### IV. 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.

#### 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.

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#### 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 thereto. The services object of this Amendment may not be invoiced or paid until this Amendment has been registered by the PRDOH at the Comptroller's Office, pursuant to Act No. 18 of October 30, 1975, as amended by Act No. 127 of May 31, 2004.

#### VIII. COMPLIANCE WITH INSURANCE & BONDING REQUIREMENTS

PRDOH will execute this Amendment A conditioned to the submission by the CONTRACTOR of the required insurance policies within **thirty (30) days** of the signing of this Amendment A. Failure to comply with the submission of the insurance policies may result in the withholding of reimbursements or the termination of the Agreement.

#### IX. 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.

#### X. 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.

**XI. 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.

**XII. SYSTEM FOR AWARD MANAGEMENT REGISTRATION**

The CONTRACTOR certifies that it is cleared and eligible for award of a contract and is not suspended, debarred, or on a HUD-imposed limited denial of participation. Subsequently, the CONTRACTOR must be registered in the System for Award Management (**SAM**) and shall maintain its registration active during contract performance and through final payment. The CONTRACTOR is responsible during performance and through final payment for the accuracy and completeness of the data within SAM. Failure to maintain registration in SAM may impact obligations and payments under this Agreement.

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**XIII. COMPLIANCE WITH INSURANCE REQUIREMENTS**

PRDOH will execute this Amendment A conditioned to the submission by the CONTRACTOR of the required insurance policies within **thirty (30) days** of the signing of this Amendment A. Failure to comply with the submission of the insurance policies may result in the withholding of reimbursements or the termination of the Agreement

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

**PUERTO RICO DEPARTMENT OF  
HOUSING**

**PRIME SECURITY AND TECHNOLOGIES,  
INC.**

William O. Rodríguez Rodríguez  
William O. Rodríguez Rodríguez (Dec 12, 2022 16:00 AST)

**William O. Rodríguez Rodríguez, Esq.**  
Secretary

Pedro Ramos  
Pedro Ramos (Dec 12, 2022 10:14 AST)

**Pedro Ramos**  
President

# ATTACHMENT I FOR AMENDMENT A

## ATTACHMENT F

PRIME SECURITY & TECHNOLOGIES

# Estimate

PMB 97 PO BOX 607071  
BAYAMON,P.R. 00960-7071

Date	Estimate #
7/20/2021	3185

Name / Address
DEPT. DE LA VIVIENDA MR. William G. Ríos Maldonado

Ship To
AVE.BARBOSA #606,HATO REY.P.R.00918 P.O.BOX 21365,SAN JUAN P.R.00928-1365

P.O. No.	Terms	Rep	Project
	Net 30	RH	

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Item	Description	Qty	COST	Total
	" RFP " CDBG PISO 3 ACCESS CONTROL SYSTEM			
VRCNX-0	READER CONTROLLER 16 DEVICES CAPACITY, NON VOLATIL MEMORY	1	2,950.00	2,950.00T
VRINX	READER INTERFACE VANDERBILD.	23	655.00	15,065.00T
SMS-5APS	POWER SUPPLY 5AMP,24 VDC SMS	2	695.00	1,390.00T
SMS-10ALS	Vanderbilt SMS-10ALS 20A@ 12 VDC / 10A @ 24 VDC Dual Voltage Power Supply/Charger  & DOORS ML	1	995.00	995.00T
PS-SMS-DPM	SMS PS DISTRIBUTION POWER MODULE	2	85.00	170.00T
SD-9263-KSVQ	"No Touch" RTE Plate with Adjustable Delay Timer and Override Button,SINGLE GANG	23	225.00	5,175.00T
SIGNO READER	HID SIGNO READER	23	285.00	6,555.00T
E-941SA- 600	600 LBS MAGLOCK SECO-ALARM	23	225.00	5,175.00T
NP-412	12VDC 4 HOUR AMP BATT	5	45.00	225.00T
WIRING	NECESARY CABLING SYSTEM	23	175.00	4,025.00T

Thank you for your business.

**Subtotal**

**Sales Tax (0.0%)**

**Total**

Phone #
787-614-9848

PRIME SECURITY & TECHNOLOGIES

# Estimate

PMB 97 PO BOX 607071  
 BAYAMON,P.R 00960-7071

Date	Estimate #
7/20/2021	3185

Name / Address
DEPT. DE LA VIVIENDA MR. William G. Ríos Maldonado

Ship To
AVE.BARBOSA #606,HATO REY.P.R.00918 P.O.BOX 21365,SAN JUAN P.R.00928-1365

P.O. No.	Terms	Rep	Project
	Net 30	RH	

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Item	Description	Qty	COST	Total
INSTALLATION	PROGRAMING,TEST OPERATIONAL QUALIFICATION AND DEVICES INSTALLATION * ONE SUPERVISOR \$ 35 / HOUR / 120 HOURS * TWO INSTALLER'S 2 / \$ 25 / HOUR /120 HOURS	120	85.00	10,200.00T
1078	MAGNETIC CONTACT RECESD	24	25.00	600.00T
CAT-6 LINK	PLENUM CAT-6,LINK WITH BOTH ENDS JACK CONNECTOR,LABELING,CERTIFICATION,PANDUI CT * ETHERNET CONNECTION FOR RC	1	125.00	125.00T
ABANDONED C...	REMOVER CABLES ABANDONADOS & DEVICES	16	85.00	1,360.00T
CP-SS43-EN	Stopper® Station 3-Pack, Blue	4	295.00	1,180.00T
CABLE 226	1 ONE PAIR AWG 14,STRANDED JACKETED CMP * WIRING IN SERIAL ALL EMERGENCY PULL STATIONS	500	0.50	250.00T
WARRANTY	THREE YEAR'S IN PARTS AND ONE IN SERVICE		0.00	0.00T

Thank you for your business.	<b>Subtotal</b>	\$55,440.00
	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$55,440.00

Phone #
787-614-9848

PRIME SECURITY & TECHNOLOGIES

PMB 97 PO BOX 607071  
 BAYAMON,P.R 00960-7071

# Estimate

Date	Estimate #
3/14/2022	3361

Name / Address
DEPT. DE LA VIVIENDA MRs.DALITZA SANTIAGO IT DIRECTOR

Ship To
AVE.BARBOSA #606,HATO REY,P.R.00918 P.O.BOX 21365,SAN JUAN P.R.00928-1365

P.O. No.	Terms	Rep	Project
	Net 30	RH	

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Item	Description	Qty	COST	Total
	PROGRAMA CDBG			
	* SISTEMA DE WIRELESS ENCODED BEEPER FOR REQUEST TO EXIT FLOOR'S 3			
SK-910R-4Q	1-Channel RF Receiver, 11~24 VAC/VDC, 433.92MHz, Relay Output	6	145.00	870.00T
SK-939T2-GNUQ	2-Button, 3-Channel RF Transmitter, Pendant ,433.92MHz	6	95.00	570.00T
WIRING	NECESSARY CABLING SYSTEM	6	75.00	450.00T
INSTALLATION	PROGRAMING,TEST OPERATIONAL QUALIFICATION AND DEVICES INSTALLATION	8	85.00	680.00T
	ACCESS CONTROL PISO 1 NEW DOOR'S			
VRINX	READER INTERFACE VANDERBILD.	4	695.00	2,780.00T
SIGNO READER	HID SIGNO READER	4	285.00	1,140.00T
SD-9263-KSVQ	"No Touch" RTE Plate with Adjustable Delay Timer and Override Button,SINGLE GANG	4	225.00	900.00T
E-941SA- 600	600 LBS MAGLOCK SECO-ALARM	5	225.00	1,125.00T
SMS-5APS	POWER SUPPLY 5AMP,24 VDC SMS	1	895.00	895.00T
NP-712	12 VDC 7 HOURS AMP BATT	1	75.00	75.00T
INSTALLATION	PROGRAMING,TEST OPERATIONAL QUALIFICATION AND DEVICES INSTALLATION	24	85.00	2,040.00T
WIRING	NECESSARY CABLING SYSTEM	4	225.00	900.00T
CP-SS43-EN	Stopper® Station 3-Pack, Blue	1	295.00	295.00T
SK-910R-4Q	1-Channel RF Receiver, 11~24 VAC/VDC, 433.92MHz, Relay Output	2	145.00	290.00T

Thank you for your business.	<b>Subtotal</b>
	<b>Sales Tax (0.0%)</b>
	<b>Total</b>

Phone #
787-614-9848

PRIME SECURITY & TECHNOLOGIES

PMB 97 PO BOX 607071  
 BAYAMON,P.R 00960-7071

# Estimate

Date	Estimate #
3/14/2022	3361

Name / Address
DEPT. DE LA VIVIENDA MRs.DALITZA SANTIAGO IT DIRECTOR

Ship To
AVE.BARBOSA #606,HATO REY.P.R.00918 P.O.BOX 21365,SAN JUAN P.R.00928-1365

P.O. No.	Terms	Rep	Project
	Net 30	RH	

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Item	Description	Qty	COST	Total
SK-939T2-GNUQ	2-Button, 3-Channel RF Transmitter, Pendant ,433.92MHz	2	95.00	190.00T
S-901	SURFACE MOUNT ROKER SWT	2	95.00	190.00T

Thank you for your business.	<b>Subtotal</b>	\$13,390.00
	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$13,390.00

Phone #
787-614-9848





## ATTACHMENT E

### CONTRACTOR CERTIFICATION REQUIREMENT

#### PRIME SECURITY AND TECHNOLOGIES INC.

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

1. The expected subcontractor(s) in connection with the contract<sup>1</sup> is (are) the following:

Prime Security & Technologies with Pedro Ramos as president and Rainier Hernández as director.

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2. Neither the contractor (or subrecipient) nor any of its owners<sup>2</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>3</sup> to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract.
3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.
4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with 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

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

<sup>2</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>3</sup> As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

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."**

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By: Pedro Ramos

Signature: 

Position: President

Date: 8/1/2022

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**ATTACHMENT G**  
**NON-CONFLICT OF INTEREST CERTIFICATION**  
**PRIME SECURITY AND TECHNOLOGIES, INC.**

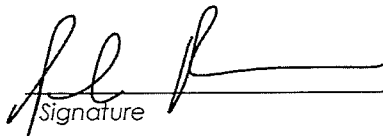
The CONTRACTOR certifies that:

1. No public servant of this executive agency has a pecuniary interest in this contract, subrecipient agreement, purchase, or commercial transaction.
2. No public servant of this executive agency has requested me or accepted from me, directly or indirectly, for him (her), for any member of his family unit or for any person, gifts, bonuses, favors, services, donations, loans or anything else of monetary value.
3. No public servant (s) requested or accepted any good of economic value, linked to this transaction, from any person of my entity as payment for performing the duties and responsibilities of their employment.
4. No public servant has requested from me, directly or indirectly, for him (her), for any member of his or her family unit, or for any other person, business, or entity, something of economic value, including gifts, loans, promises, favors or services in exchange for the performance of said public servant is influenced in my favor or of my entity.
5. I have no kinship relationship, within the fourth degree of consanguinity and second by affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.

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

  
Signature

10/19/2022  
Date

Pedro Ramos  
Printed Name

President  
Position



# ATTACHMENT H CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

## PRIME SECURITY AND TECHNOLOGIES, INC.

The CONTRACTOR certifies that:

- I. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- II. It compromises to complete the registration process in the System for Award Management (**SAM**), and it is responsible during performance and through final payment for the accuracy and completeness of the data within SAM. Failure to maintain registration in SAM may impact obligations and payments under this Agreement.

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

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Pedro Ramos (Dec 12, 2022 10:14 AST)  
Signature

12/12/2022  
Date

Pedro Ramos  
Printed Name

President  
Position












# Amendment A Prime Security

Final Audit Report

2022-12-12

Created:	2022-12-12
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATTHqA7ewr_CHsFG1H1Dh2jMOfkWYngN7

## "Amendment A Prime Security" History

-  Document created by Radames Comas Segarra (rcomas@vivienda.pr.gov)  
2022-12-12 - 2:07:42 PM GMT
-  Document emailed to pramos@primesecuritytechnologies.com for signature  
2022-12-12 - 2:10:03 PM GMT
-  Email sent to dramos@vivienda.pr.com bounced and could not be delivered  
2022-12-12 - 2:10:07 PM GMT
-  Email viewed by pramos@primesecuritytechnologies.com  
2022-12-12 - 2:11:39 PM GMT
-  Signer pramos@primesecuritytechnologies.com entered name at signing as Pedro Ramos  
2022-12-12 - 2:14:15 PM GMT
-  Document e-signed by Pedro Ramos (pramos@primesecuritytechnologies.com)  
Signature Date: 2022-12-12 - 2:14:17 PM GMT - Time Source: server
-  Document emailed to w.rodriguez@vivienda.pr.gov for signature  
2022-12-12 - 2:14:18 PM GMT
-  Email viewed by w.rodriguez@vivienda.pr.gov  
2022-12-12 - 7:59:16 PM GMT
-  Signer w.rodriguez@vivienda.pr.gov entered name at signing as William O. Rodríguez Rodríguez  
2022-12-12 - 8:00:02 PM GMT
-  Document e-signed by William O. Rodríguez Rodríguez (w.rodriguez@vivienda.pr.gov)  
Signature Date: 2022-12-12 - 8:00:04 PM GMT - Time Source: server
-  Agreement completed.  
2022-12-12 - 8:00:04 PM GMT