



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

AMENDMENT F

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

**AMENDMENT F TO THE AGREEMENT FOR
PUBLIC RELATIONS SERVICES
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
PUBLICIDAD TERE SUÁREZ, LLC**
Contract No. 2019-DR0002
Contract No. 2019-DR0002F



This **AMENDMENT F TO AGREEMENT FOR PUBLIC RELATIONS SERVICES** (Amendment or **Amendment F**) is entered in San Juan, Puerto Rico, this 28 day of December, 2022, by and between the **PUERTO RICO DEPARTMENT OF HOUSING (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" (**Organic Act**), with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by its Acting Secretary, Ricardo Vázquez Morales, of legal age, single, and resident of San Juan, Puerto Rico; and **PUBLICIDAD TERE SUÁREZ, LLC (CONTRACTOR)**, with principal offices in Escorial Ave., Building 18, Mario Julia Ind. Park, San Juan, Puerto Rico, 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 No. 2019-DR0002 (**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 (**CDBG-MIT**). Neither the amount, account nor period of performance were modified in Amendment B.

Row

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 the CONTRACTOR'S efforts to a more productive, cost-efficient, and creative output. Amendment C replaced the Key Staff of **Attachment C** (Scope of Services) and **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 modification in order to implement and execute the CDBG-DR Program's 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)**. Amendment D also amended the Key Staff in **Attachment C** (Scope of Services), replaced **Attachment D** (Exhibit P Cost Form) and **Attachment G** (HUD General Provisions), and included a new **Attachment H** (Contractor Certification Requirement).

WHEREAS, the Agreement was amended on July 29, 2022, through Amendment E, registered as Contract No. 2019-DR0002E, 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)**. Also, Amendment E replaced **Attachment D** (Exhibit P Cost Form) and **Attachment H** (Contractor Certification Requirement) with modified versions of these attachments.

WHEREAS, the Parties wish to amend the Agreement to extend the period of performance by an additional **two (2) months** and to increase the total amount of the Agreement by an additional **TWO HUNDRED NINETEEN THOUSAND DOLLARS (\$219,000.00)**, for an adjusted total amount of **TEN MILLION FIFTY THOUSAND THREE HUNDRED NINE DOLLARS (\$10,050,309.00)**. This increase is for staffing for the additional **two (2) months** extension. Also, the Parties agree to replace **Attachment D** (Exhibit P Cost Form) and **Attachment H** (Contractor Certification Requirement) and include a new **Attachment I** (Non-Conflict of Interest Certification).

WHEREAS, in compliance with the Procurement Manual for the CDBG-DR Program, Regulation No. 9205, the Procurement Division performed a cost-reasonable analysis and determined that the proposed key staff rates for the extension are reasonable and recommended.

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

WHEREAS, this Amendment F 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 F.

WHEREAS, by signing this Amendment F 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 as follows:

II. SAVINGS CLAUSE

The information included in this Amendment F serves the purpose of modifying and amending certain terms and conditions under the Agreement, as established in the following Articles III and IV of this Amendment F. All other provisions of the original Agreement, including its attachments, shall continue to be in full force and effect.

III. SCOPE OF THE AMENDMENT

The Parties acknowledge that Amendment F entails a modification of the period of performance and end date of the Agreement. The Parties agree to an extension of the Agreement's term for an additional **two (2) months** to complete the transition period, ending on February 28, 2023. Accordingly, the Parties agree to increase the total amount of the Agreement by an additional **TWO HUNDRED NINETEEN THOUSAND DOLLARS (\$219,000.00)**, for an adjusted total amount of **TEN MILLION FIFTY THOUSAND THREE HUNDRED NINE DOLLARS (\$10,050,309.00)**. This increase is for staffing for the additional **two (2) months** extension. The Parties also agree to replace **Attachment D** (Exhibit P Cost Form) and **Attachment H** (Contractor Certification Requirement) and include a new **Attachment I** (Non-Conflict of Interest Certification).

IV. AMENDMENTS

- A. The Parties agree to amend **Article I. TYPE OF CONTRACT** to replace **Attachment D** (Exhibit P Cost Form) of the Agreement with a modified version of **Attachment D** (Exhibit P Cost Form) that includes the additional **TWO HUNDRED NINETEEN THOUSAND DOLLARS (\$219,000.00)**, for an adjusted total amount of **TEN MILLION FIFTY THOUSAND THREE HUNDRED NINE DOLLARS (\$10,050,309.00)**, for staffing for the **two (2) months** extension. (See **Attachment I**).
- B. The Parties agree to amend **Article I. TYPE OF CONTRACT** to replace **Attachment H** (Contractor Certification Requirement) of the Agreement with a modified version of **Attachment H** (Contractor Certification Requirement). (See **Attachment II**).
- C. The Parties agree to amend **Article I. TYPE OF CONTRACT** to add a new **Attachment I** (Non-Conflict of Interest Certification). (See **Attachment III**).
- D. 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 until July 31, 2021. Through Amendment D, registered as Contract No. 2019-DR0002D, the Parties agreed to extend the period of performance until July 31, 2022. Through Amendment E, registered as Contract No. 2019-DR0002E, the Parties agreed to extend the period of performance until December 31, 2022. The Parties hereby agree to extend the period of performance for an additional period of performance of **two (2) months**, ending on February 28, 2023.*

- 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 **TEN MILLION FIFTY THOUSAND THREE HUNDRED NINE DOLLARS (\$10,050,309.00)**, from Accounts: **R01A01ADM-DOH-NA 4190-10-000, R02A01ADM-DOH-LM 4190-10-000 and R02A01ADM-DOH-NA 4190-10-000.***

- F. The Parties agree to amend **Article XXI. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS** to add a new paragraph O as follows:

*O. The CONTRACTOR shall comply with **Attachment I** (Non-Conflict of Interest Certification), attached herein and made an integral part of this Agreement, which outlines several situations that may reasonably be considered as conflicts of interest. The aforementioned certification aids PRDOH, in its role as grantee, to identify, evaluate, disclose and manage apparent potential, or actual conflicts of interest related to CDBG-DR funded projects, activities, and/or operations.*

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

V. HEADINGS

The titles of the paragraphs of this Amendment F 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 F.

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, 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.


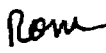
VII. COMPLIANCE WITH LAW

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.

IX. COMPTROLLER REGISTRY


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

XI. SEVERABILITY

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

XII. COUNTERPARTS

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

XIII. SURVIVAL OF TERMS AND CONDITIONS

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.

XIV. COMPLIANCE WITH THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO (FOMB) POLICY, REVIEW OF CONTRACTS

As part of the PRDOH contract process, and pursuant to Section 204(b)(2) of the "Puerto Rico Oversight, Management, and Economic Stability Act," 48 U.S.C. §2101, *et seq.*, also known as "PROMESA", the Financial Oversight and Management Board for Puerto Rico (**FOMB**) require approval of certain contracts and amendments to assure that they "promote market competition" and "are not inconsistent with the approved fiscal plan." For the approval process, the FOMB requests, among other information, the "Contractor Certification Requirement" for its evaluation. In compliance with the above, the CONTRACTOR represents and warrants that the information included in the "Contractor Certification Requirement" is complete, accurate, and correct and that any misrepresentation, inaccuracy or falseness in such Certification will render the contract null and void and the CONTRACTOR will have the obligation to reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed Amendment and original Agreement.

**XV. COMPLIANCE WITH THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR
PUERTO RICO (FOMB) POLICY: REVIEW OF CONTRACTS, AS MODIFIED ON APRIL
30, 2021, REGARDING PROFESSIONAL SERVICES**

The FOMB Policy requires that all agreements that contemplate recurring professional services that may be performed by appropriately trained government staff include a provision of compliance with the adequate transfer of skills and technical knowledge to the pertinent public sector personnel. This requirement shall not apply to contracts that contemplate non-recurring professional services or specialized professional services that may not be performed by existing staff at the applicable governmental entity, including as a result of independence requirements.

Accordingly, given that the agreements under CDBG-DR are non-recurring professional services or specialized professional services, the PRDOH certifies that the transfer of skills and technical knowledge required by the Certified Fiscal Plan is inapplicable given the non-recurring or specialized nature of the contracted services.

As mentioned before, the U.S. Department of Housing and Urban Development (**HUD**) allocated funds for disaster recovery assistance to the Government of Puerto Rico under the CDBG-DR Program. These funds are intended to provide financial assistance to address unmet needs that arise and that are not covered by other sources of financial aid. In addition, with these allocations of funding under the Grant Agreement, the PRDOH will conduct a comprehensive recovery to benefit the residents of Puerto Rico.

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

PUERTO RICO DEPARTMENT OF HOUSING

PUBLICIDAD TERE SUÁREZ, LLC

Ricardo Vázquez Morales

Ricardo Vázquez Morales, CPA
Acting Secretary

Teresa Suárez Castro

Teresa Suárez Castro
President



ATTACHMENT D

Budget

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				\$4,587,708.36
Other Costs				Total Cost
Allowance for Additional Services & Commissions				\$5,462,600.64
Total				\$10,050,309.00

Notes

- Rate*
- (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.

END OF DOCUMENT



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

Attachment II FOMB POLICY APPENDIX C

ATTACHMENT H Appendix C

Contractor Certification Requirement

Publicidad Tere Suárez, LLC

The following is hereby certified to the Oversight Board regarding the request for authorization for **Public Relations Services** contract by and between the **Puerto Rico Department of Housing** and **Publicidad Tere Suárez, LLC**:

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

N/A- none

2. Neither the contractor nor any of its owners², partners, directors, officials, or employees, has agreed to share or give a percentage of the contractor's compensation under the contract to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract, except as follows:

N/A- No exceptions

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, nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or subcontractors, has required, directly or indirectly, from third persons to take any action with

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.

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 representative as part of this certification shall cause the nullity of the proposed contract and the contractor 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
President

Date: November 3, 2022

Signature:



Row



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

Attachment III

ATTACHMENT I
NON-CONFLICT OF INTEREST CERTIFICATION
PUBLICIDAD TERE SUÁREZ, LLC

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.

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

Signature

November 3, 2022

Date

Teresa Suárez Castro

Printed Name

President

Position









AMENDMENT F_2019-DR0002

Final Audit Report

2022-12-28

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