



Amendment A

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

AMENDMENT A TO THE AGREEMENT FOR
OFFICE SUPPLIES ACQUISITION
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
DISTRIBUIDORA BLANCO, INC.
Contract No. 2021-DR0009
Amendment A Contract No. 2021-DR0009A



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This **AMENDMENT A TO AGREEMENT FOR OFFICE SUPPLIES ACQUISITION** (**Amendment** or **Amendment A**) is entered into in San Juan, Puerto Rico, this 17 day of February, 2023, 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 LPRA § 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, attorney, of legal age, single, and resident of San Juan, Puerto Rico, in his capacity as Secretary; and **DISTRIBUIDORA BLANCO, INC. (CONTRACTOR)**, with principal offices in Ave. Laurel L-35, Urbanización Santa Juanita, Bayamón, Puerto Rico, herein represented by Iván Velázquez Mercado, in his capacity as Manager, of legal age, single, and resident of Bayamón, Puerto Rico, duly authorized by Resolution by the CONTRACTOR; collectively, the **Parties**.

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on August 17, 2020, the PRDOH and the CONTRACTOR entered into an Agreement for Office Supplies Acquisition, registered under Contract No. 2021-DR0009, for a maximum amount not to exceed **ONE HUNDRED AND EIGHTY-FOUR THOUSAND TWO HUNDRED AND SEVENTY-SEVEN DOLLARS AND TWENTY-NINE CENTS (\$184,277.29)**; from **ACCOUNT NUMBER R01A01ADM-DOH-NA 1400-43-000 / 4190-30-000 / 4190-17-000**, ending on August 17, 2023 (**Agreement**).

WHEREAS, as per Article XL 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, it is the intention of the Parties that 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, each party represents that the person executing this Amendment has the necessary legal authority to do so on behalf of the respective party.

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 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. All other provisions of the original Agreement, including its attachments, shall continue to be in full force and effect.

III. SCOPE OF AMENDMENT

On September 23, 2022, the Operations Division received a letter from the CONTRACTOR informing them that the recent COVID-19 epidemic had caused a major rise in the price of their supplies' goods and materials. The Operations Divisions requested a price reasonableness analysis from the Procurement Division in accordance with Regulation No. 9205, known as the "Procurement Manual for the CDBG-DR Program", in order to confirm that the price increase is reasonable. The Procurement Division thus carried out a price analysis and concluded that the price increase is reasonable and recommended. As a result, the Parties agree to amend **Attachment B** (Cost Form) to reflect the increased cost of the supplies. Amendment A does not increase the overall budget of the Agreement, given that the Agreement has a balance of **SEVENTY-EIGHT THOUSAND FOUR HUNDRED SEVENTY DOLLARS AND NINETEEN CENTS (\$78,470.19)** remaining. Additionally, the Parties agree to modify **Attachment F** (Contractor Certification Requirement) and include a new attachment as **Attachment G** (Non-Conflict of Interest Certification).

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IV. AMENDMENTS

- A. The Parties agree to amend **Article I. TYPE OF CONTRACT** to amend **Attachment B** (Cost Form). **Attachment B** (Cost Form) reflects the increased cost of the supplies. Amendment A does not increase the overall budget of the Agreement, given that the Agreement has a balance of **SEVENTY-EIGHT THOUSAND FOUR HUNDRED SEVENTY DOLLARS AND NINETEEN CENTS (\$78,470.19)** remaining. (See **Attachment I**).
- B. The Parties agree to amend **Article I. TYPE OF CONTRACT** to add a new **Attachment F** (Contractor Certification) to the Agreement. (See **Attachment II**).
- C. The Parties agree to amend **Article I. TYPE OF CONTRACT** to add a new **Attachment G** (Non-Conflict of Interest Certification) to the Agreement. (See **Attachment III**).
- D. The Parties agree to amend **Article XII. TERMINATION**, to replace **paragraph G**, as follows:

G. Period of Transition: Upon termination of this Agreement, and for **ninety (90) consecutive calendar days** thereafter (the Transition Period), CONTRACTOR agrees to make himself available to assist the PRDOH with the transition of services assigned to CONTRACTOR by the PRDOH. CONTRACTOR shall provide to the PRDOH the assistance reasonably requested to facilitate the orderly transfer of responsibility for the performance of the Services to the PRDOH or a third party designated by the PRDOH. PRDOH reserves the right to provide for the execution of a Transition Services Agreement for the Transition Period. In such instance, the CONTRACTOR will be paid at a reasonable, agreed upon, hourly rate for any work performed for the PRDOH during the Transition Period. Moreover, during that Transition Period, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH.

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

PRDOH:

William O. Rodríguez Rodríguez, Esq.
Secretary
Puerto Rico Department of Housing
606 Barbosa Ave.
Juan C. Cordero Dávila Bldg.
San Juan, Puerto Rico 00918

- F. The Parties agree to amend **Article XXIII. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS**, to add new **paragraph R**, as follow:

R. Compliance with Circular Letter No. 1300-16-16 of the Puerto Rico Department of Treasury: The CONTRACTOR accepts and acknowledges its responsibility of acquiring the certifications required in the Puerto Rico Department of Treasury Circular Letter No. 1300-16-16 issued on January 19, 2016. All certifications must be submitted during their term of validity, in accordance with applicable laws. Certifications expired or issued more than **sixty (60) calendar days** prior to the contract date will not be accepted. The last payment to be made under the contract will only be issued if the 'Debt Certifications' by the Puerto Rico Department of Treasury indicate that the CONTRACTOR has no debt with the Department of Treasury. The CONTRACTOR agrees to cancel any debt that cannot be clarified with the Department of the Treasury through a withholding made by PRDOH from the payments to which it is entitled to receive under the contract.

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- G. The Parties agree to amend **Article XXIII. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS**, add new **paragraph P**, as follow:

P. Non-Conflict of Interest Certification: The CONTRACTOR shall comply with **Attachment G** (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 and CDBG-MIT-funded projects, activities, and/or operations.

- H. The Parties agree to replace **Article XXV. 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:

XXV. 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 F** to this contract.

I. The Parties agree to amend **Article XLVI. CONSOLIDATIONS, MERGERS, OR DISSOLUTIONS** with the following:

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

A. Consolidation or Merger

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

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

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

B. Change of Name

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

Upon the change of name becoming effective and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the

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Agreement may follow. The Amendment would include, but not be limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment.

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

C. Dissolution

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

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- J. The Parties agree to add a new **Article LV. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION**, as follows:

LV. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION

The CONTRACTOR certifies that it is cleared and eligible for the 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 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.

- K. All other terms and conditions of the Agreement remain unchanged.

V. HEADINGS

The titles of 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, the policies and procedures promulgated under the CDBG-DR Programs, 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, 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 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.

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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 which 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 Amendment related to the following subjects shall survive the termination or expiration of this Amendment: 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 Amendment shall so survive.

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

DISTRIBUIDORA BLANCO, INC.

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Feb 17, 2023 12:07 AST)
William O. Rodríguez Rodríguez, Esq.
Secretary

Iván Velázquez Mercado
Ivan Velázquez Mercado (Feb 17, 2023 10:42 AST)
Iván Velázquez Mercado
Manager

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GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

ATTACHMENT B
COST FORM
Invitation for Bid
Office Supplies Acquisition
Community Development Block Grant - Disaster Recovery
CDBG-DR-IFB-2019-02

Name of Bidder: Distribuidora Blanco Inc.

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ID	Description ⁽¹⁾⁽²⁾⁽³⁾	Qty.	Unit	Price	Total ⁽⁴⁾
Clips, Pins & Rubber Bands:					
CP-01	Binder Clips 1/2 in. (Qty. 12/Box)	60	Boxes	\$0.48	\$28.80
CP-02	Binder Clips 2 in. (Qty. 12/Box)	60	Boxes	\$3.04	\$182.40
CP-03	Binder Clips 3/4 in. (Qty. 12/Box)	60	Boxes	\$0.38	\$22.80
CP-04	Paper Clips #1 (Qty. 10 Boxes/Pack)	15	Packages	\$3.04	\$45.60
CP-05	Jumbo Paper Clips #2 (Qty. 10 Boxes/Pack)	15	Packages	\$8.48	\$127.20
CP-06	Rubber Bands Size #19 (Qty. 1lb/Pack)	4	Packages	\$4.95	\$19.80
CP-07	Rubber Bands Size #64 (Qty. 1lb/Pack)	4	Packages	\$4.95	\$19.80
Binders & Dividers:					
BD-01	Binder with Round Rings 5 in.	180	ea.	\$13.84	\$2,491.20
BD-02	Binder with Round Rings 4 in.	180	ea.	\$9.25	\$1,665.00
BD-03	Binder with Round Rings 3 in.	150	ea.	\$4.00	\$600.00
BD-04	Binder with Round Rings 2 in.	100	ea.	\$3.14	\$314.00
BD-05	Binder with Round Rings 1 in.	100	ea.	\$2.32	\$232.00
BD-06	Clear Sheet Protectors (Qty. 100/Box)	10	Boxes	\$3.60	\$36.00
BD-07	Dividers, 31-Tab Set, Numeric (1 Set/Pack)	50	Packages	\$6.24	\$312.00
BD-08	Dividers, 12-Tab Set, Numeric (6 Set/Pack)	50	Packages	\$21.89	\$1,094.50
BD-09	Dividers, 8-Tab Set, Numeric (3 Set/Pack)	50	Packages	\$6.82	\$341.00

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ID	Description ⁽¹⁾⁽²⁾⁽³⁾	Qty.	Unit	Price	Total ⁽⁴⁾
Writing Supplies					
WS-01	Black Gel Pen (Qty. 12/Pack) (Equal to Pilot G2 Retractable Gel Pens)	70	Packages	\$22.32	\$1,562.40
WS-02	Blue Gel Pen (Qty. 12/Pack) (Equal to Pilot G2 Retractable Gel Pens)	100	Packages	\$22.32	\$2,232.00
WS-03	Red Gel Pen (Qty. 12/Pack) (Equal to Pilot G2 Retractable Gel Pens)	60	Packages	\$22.32	\$1,339.20
WS-04	Permanent Marker Black (Qty. 12/Pack) (Equal to Sharpie)	5	Packages	\$12.24	\$61.20
WS-05	Highlighter Markers: yellow (Qty. 12/Pack)	25	Packages	\$3.92	\$98.00
WS-06	Highlighter Markers: blue (Qty. 12/Pack)	25	Packages	\$3.92	\$98.00
WS-07	Highlighter Markers: green (Qty. 12/Pack)	25	Packages	\$3.92	\$98.00
WS-08	Highlighter Markers: pink (Qty. 12/Pack)	25	Packages	\$3.92	\$98.00
WS-09	Pencils with Eraser #2 (Qty. 12/Pack)	50	Packages	\$1.04	\$52.00
WS-10	Erasers (Qty. 4/Pack)	30	Packages	\$1.60	\$48.00
Whiteboards & Dry Erase Products					
WB-01	Whiteboard 96"x48"	2	ea.	\$144.00	\$288.00
WB-02	Whiteboard 48"x36"	4	ea.	\$136.00	\$544.00
WB-03	White Board 36"x24"	10	ea.	\$33.89	\$338.90
WB-04	Dry Erase Eraser	40	ea.	\$1.28	\$51.20
WB-05	Whiteboard Cleaner , 8oz. Spray Bottle	20	ea.	\$2.32	\$46.40
WB-06	Dry Erase Markers Set: Red, Blue, Black, Green (Qty. 4/Pack)	40	Packages	\$5.00	\$200.00
Filing Supplies					
FS-01	Reinforced, 2 Fasteners Folder, Letter Size, Manila (Qty. 50/Box)	50	Boxes	\$37.07	\$1,853.60
FS-02	Reinforced, 2 Fasteners Folder, Straight-Cut Tab, Letter Size, Manila (Qty. 50/Box)	50	Boxes	\$40.61	\$2,030.40
FS-03	Reinforced, 2 Fasteners Folder, Letter Size, Green (Qty. 50/Box)	100	Boxes	\$53.09	\$5,309.00
FS-04	Reinforced, 2 Fasteners Folder, Legal Size, Manila (Qty. 50/Box)	50	Boxes	\$40.44	\$2,022.00
FS-05	Reinforced, 2 Fasteners Folder, Straight-Cut Tab, Legal Size, Manila (Qty. 50/Box)	50	Boxes	\$45.26	\$2,263.00
FS-06	Reinforced, 2 Fasteners Folder, Legal Size, Green (Qty. 50/Box)	100	Boxes	\$85.52	\$8,552.00
FS-07	Pressboard Classification Folders, 2/5-Cut Tab, Letter Size, 2 Dividers, Brick Red (Qty. 20/Box)	75	Boxes	\$37.66	\$2,824.50
FS-08	Pressboard Classification Folders, 2/5-Cut Tab, Letter Size, 2 Dividers, Blue (Qty. 20/Box)	50	Boxes	\$37.66	\$1,883.00
FS-09	Pressboard Classification Folders, 2/5-Cut Top Tab, Legal Size, 2 Dividers, Brick Red (Qty. 20/Box)	100	Boxes	\$46.32	\$4,632.00
FS-10	Pressboard Report Cover, Metal Prong with Compressor, Top Fastener, 2" Capacity, Letter, Red (Qty. 25/Box)	20	Boxes	\$48.06	\$961.20
FS-11	Pressboard Report Cover, Metal Prong with Compressor, Top Fastener, 2" Capacity, Legal, Red (Qty. 25/Box)	20	Boxes	\$56.70	\$1,134.00
FS-12	Pressboard Report Cover, Metal Prong with Compressor, Top Fastener, 3" Capacity, 11"x17", Red (Qty. 10/Box)	20	Boxes	\$68.86	\$1,377.20
FS-13	Manila File Folders, Letter, 3 Tab, Assorted Position (Qty. 100/Box)	12	Boxes	\$9.04	\$108.48
FS-14	Manila File Folders, Legal, 3 Tab, Assorted Position (Qty. 100/Box)	14	Boxes	\$11.60	\$162.40

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FS-15	2 Pocket Folder, Letter, White (Qty. 25/Box)	10	Boxes	\$13.33	\$133.30
FS-16	Hanging File Folders, 5-Tab, Letter Size, Green (Qty. 50/Box)	25	Boxes	\$17.92	\$448.00
FS-17	Hanging File Folders, 5 Tab, Legal Size, Green (Qty. 50/Box)	25	Boxes	\$21.48	\$537.00
FS-18	Expanding File Pockets, 3.5" Expansion, Letter Size, Brown (Qty. 25/Box)	20	Boxes	\$28.72	\$574.40
FS-19	Expanding File Pockets, 3.5" Expansion, Legal Size, Brown (Qty. 25/Box)	20	Boxes	\$30.80	\$616.00
FS-20	Prong Fasteners, Silver (Qty. 100/Pack)	10	Packages	\$2.56	\$25.60
FS-21	Prong Fastener Compressors, Silver (Qty. 100/Pack)	10	Packages	\$2.80	\$28.00
Tape & Storage Boxes					
TS-01	Invisible Tape, 3/4 in. (Qty. 12 Boxes/Pack)	50	Packages	\$21.12	\$1,056.00
TS-02	Desktop Tape Dispenser	80	ea.	\$1.79	\$143.20
TS-03	Masking Tape 1.5 in.	6	ea.	\$2.46	\$14.76
TS-04	Correction Tape (Qty. 10/Pack)	15	Packages	\$11.20	\$168.00
TS-05	Glue Sticks (Qty. 4/Pack)	6	Packages	\$1.60	\$9.60
TS-06	Heavy Duty Storage Boxes (Qty. 12 Boxes/Pack)	60	Packages	\$32.25	\$1,935.00

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ID	Description ⁽¹⁾⁽²⁾⁽³⁾	Qty.	Unit	Price	Total ⁽⁴⁾
Staplers, Staples, Sharpeners & Punchers					
SS-01	Desktop Stapler Standard (Capacity 20 sheets)	75	ea.	\$3.12	\$234.00
SS-02	Staples Standard (Qty. 5,000/Box)	75	Boxes	\$0.88	\$66.00
SS-03	Heavy Duty Stapler	2	ea.	\$22.32	\$44.64
SS-04	Staples Heavy Duty 5/8 in. Leg Length (Qty. 2,500/Box)	6	Boxes	\$2.48	\$14.88
SS-05	Staples Heavy Duty 1/2 in. Leg Length (Qty. 1,000/Box)	6	Boxes	\$1.89	\$11.34
SS-06	Jaw/Style Staples Remover	80	ea.	\$0.65	\$52.00
SS-07	Heavy Duty Spring-Loaded Staple Remover	6	ea.	\$10.15	\$60.90
SS-08	Electric Pencil Sharpener (Equal to Bostitch® Model #EPS4-BLACK)	4	ea.	\$28.08	\$112.32
SS-09	Two Hole Puncher, 28 Sheet Capacity	100	ea.	\$7.68	\$768.00
SS-10	Electric Paper Punch, 2-3-Hole, 24 Sheet Capacity (Equal to GBC® Model #GBC7704270)	3	ea.	\$332.40	\$997.20
Envelopes & Labels					
EL-01	Business Envelopes (Qty. 100/Box)	50	Boxes	\$3.55	\$177.50
EL-02	Envelopes Manila 10in. X15in. (Qty. 100/Box)	20	Boxes	\$11.49	\$229.80
EL-03	Envelopes Manila 9in. X12in. (Qty. 250/Box)	20	Boxes	\$24.96	\$499.20
EL-04	Labels 2" x 4" (Qty. 100 Sheets/Pack)	20	Packages	\$9.43	\$188.60
EL-05	Mailing Labels 1" x 2 5/8" (Qty. 250 Sheets/Pack)	20	Packages	\$23.58	\$471.60
EL-06	File Folder Labels 2/3" x 3 7/17" (Qty. 30 Sheets/Pack)	80	Packages	\$9.63	\$770.40
EL-07	Shipping Labels, 8 1/2" x 11" (Qty. 100 Sheets/Pack)	5	Packages	\$11.36	\$56.80
EL-08	"Sign Here" Labels (Qty. 4/Pack)	50	Packages	\$4.05	\$202.50
EL-09	Arrow Flags Labels (Qty. 4/Pack)	50	Packages	\$3.48	\$174.00
EL-10	Stickie Page Flags, Yellow, 1" Wide (Qty. 2/Pack)	15	Packages	\$5.28	\$79.20
Paper & Notebooks					
PN-01	Paper 8 1/2 x 14; 92 Brightness (Qty. 500 Sheets/Ream : 8 Reams/Box)	200	Boxes	\$76.80	\$15,360.00
PN-02	Paper 8 1/2 x 11; 94 Brightness (Qty. 500 Sheets/Ream : 8 Reams/Box)	350	Boxes	\$52.00	\$18,200.00
PN-03	Paper 8 1/2 x 11 Blue (Qty. 500 Sheets/Ream)	50	Ream	\$8.95	\$447.50
PN-04	Paper 8 1/2 x 11 Green (Qty. 500 Sheets/Ream)	50	Ream	\$8.95	\$447.50
PN-05	Paper 8 1/2 x 11 Yellow (Qty. 500 Sheets/Ream)	50	Ream	\$8.95	\$447.50
PN-06	Bond Paper, White, 36" x 100" (Roll)	10	ea.	\$9.10	\$91.00
PN-07	Note Pads 8 1/2 x 11 (Qty. 50 Sheets/Pad; 12 Pads/Pack)	60	Packages	\$11.95	\$717.00
PN-08	Note Pads 8 1/2 x 14 (Qty. 50 Sheets/Pad; 12 Pads/Pack)	60	Packages	\$13.65	\$819.00
PN-09	Post it (Yellow) 4x6 (Qty. 12 Pads/Pack)	50	Packages	\$12.72	\$636.00
PN-10	Post it (Yellow) 3x3 (Qty. 12 Pads/Pack)	60	Packages	\$5.20	\$312.00
PN-11	Post it (Yellow) 1.5x2 (Qty. 12 Pads/Pack)	60	Packages	\$2.40	\$144.00
PN-12	Hardboard Clipboard, Letter Size	100	ea.	\$1.75	\$175.00

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ID	Description ⁽¹⁾⁽²⁾⁽³⁾	Qty.	Unit	Price	Total ⁽⁴⁾
PN-13	Hardboard Clipboard, Legal Size	30	ea.	\$1.84	\$55.20
Data Storage & Maintenance					
DM-01	USB 16 GB 2.0 Flash Drive (Qty. 3/Pack)	150	Packages	\$24.19	\$3,628.50
DM-02	Air Duster (Qty. 6/Pack)	10	Packages	\$39.84	\$398.40
DM-03	Batteries AA (Qty. 36/Pack)	8	Packages	\$34.56	\$276.48
DM-04	Batteries AAA (Qty. 36/Pack)	8	Packages	\$34.56	\$276.48
DM-05	Batteries AAAA (Qty. 2/Pack)	36	Packages	\$5.98	\$215.28
DM-06	Indoor Trash Can Without Lid, Black Soft Molded Plastic, 3.5 Gallon	215	ea.	\$7.84	\$1,685.60
DM-07	Indoor Trash Can w/Lid, Black, 23 Gal.	8	ea.	\$212.30	\$1,698.40
Desk Supplies					
DS-01	Desk Drawer Tray Organizer, Plastic Dimensions: 2"H x 9.13"W x 14"L; 7 Compartments	100	ea.	\$14.08	\$1,408.00
DS-02	Self-inking Stamp with Messages (APPROVED, CONFIDENTIAL, COPY, EMAILED, ENTERED, FAXED, ORIGINAL, RECEIVED, & VOID)	6	ea.	\$6.40	\$38.40
DS-03	Plastic Ruler 12"	50	ea.	\$0.27	\$13.50
DS-04	Stainless Steel Ruler 12"	50	ea.	\$2.00	\$100.00
DS-05	Office Scissors	80	ea.	\$1.04	\$83.20
Filing Cabinets, Storage, Desks & Chairs					
FC-01	5-Drawer, Lateral File Cabinets, 36" W	32	ea.	\$800.00	\$25,600.00
FC-02	4-Drawer Lateral File Cabinet, Locking, Letter/Legal, 42"W	16	ea.	\$632.00	\$10,112.00
FC-03	5-Drawer Vertical File Cabinet, Locking, Legal, 26.5"D	16	ea.	\$456.00	\$7,296.00
FC-04	5-Shelf Metal Stand Alone Shelving Unit, 36" W	8	ea.	\$199.32	\$1,594.56
FC-05	5-Shelf Steel Storage Cabinet Dimensions: 72"H x 36"W	8	ea.	\$288.00	\$2,304.00
FC-06	60" Double Pedestal Desk Dimensions: 29.5"H x 60"W x 30"D	4	ea.	\$544.76	\$2,179.04
FC-07	48"Steel Pedestal Desk Dimensions: 29.5"H x 48"W x 30"D	4	ea.	\$430.08	\$1,720.32
Electronic & Miscellaneous					
EM-01	Microshred Commercial Shredder (16 gallons) (Equal to Fellowes® Model #4620001)	2	ea.	\$2,371.42	\$4,742.84
EM-02	Shredder Oil, 12 Oz. (Equal to Fellowes® Model #35250)	2	ea.	\$9.68	\$19.36
EM-03	1/2" Adhesive Laminated Labeling Tape (Equal to Dymo® Model #91331)	8	ea.	\$11.12	\$88.96
EM-04	6-Outlet Power Strip; 6' Cord	6	ea.	\$22.37	\$134.22
EM-05	Power Extension Cord; 25' Cord	6	ea.	\$19.12	\$114.72
EM-06	Digital Voice Recorder, 4GB; High-speed USB Compatible; Rechargeable Lithium-ion Battery (Equal to Sony® Model #ICDUX560BLK)	2	ea.	\$51.18	\$102.36
EM-07	Bond Cash Register/POS Rolls, 2 1/4" x 130" (Qty. 12/Pack)	6	Packages	\$5.76	\$34.56
EM-08	Durable Cork Bulletin Board, Aluminum Frame, 5'W x 3'H	4	ea.	\$147.20	\$588.80
EM-09	Durable Cork Bulletin Board, Aluminum Frame, 3'W x 2'H	4	ea.	\$33.89	\$135.56

The Notes and any other information set out in the original Cost Form not modified by Amendment A remained in full force and effect.

END OF DOCUMENT

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ATTACHMENT F

CONTRACTOR CERTIFICATION REQUIREMENT

DISTRIBUIDORA BLANCO, INC.

I. Contractor (or Subrecipient) Certification Requirement:

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

NA

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 the contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).

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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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: Iván Velázquez Mercado

Position: Gerente

Signature: 

Date: 12/19/22

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ATTACHMENT G
NON-CONFLICT OF INTEREST CERTIFICATION
DISTRIBUIDORA BLANCO, 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.

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

Ivan Velázquez Mercado
Signature

Ivan Velázquez Mercado
Printed Name

12/12/22
Date

Gerente
Position











Amendment A_Contract 2021-DR0009

Final Audit Report

2023-02-17

Created:	2023-02-17
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMs_INPxhfhQXShDQ9Kvnleylci0bP7gf

"Amendment A_Contract 2021-DR0009" History

-  Document created by Radames Comas Segarra (rcomas@vivienda.pr.gov)
2023-02-17 - 1:56:12 PM GMT
-  Document emailed to ivelazquez@distribuidorablanco.com for signature
2023-02-17 - 1:58:33 PM GMT
-  Email viewed by ivelazquez@distribuidorablanco.com
2023-02-17 - 2:00:00 PM GMT
-  Signer ivelazquez@distribuidorablanco.com entered name at signing as Ivan Velazquez Mercado
2023-02-17 - 2:42:50 PM GMT
-  Document e-signed by Ivan Velazquez Mercado (ivelazquez@distribuidorablanco.com)
Signature Date: 2023-02-17 - 2:42:52 PM GMT - Time Source: server
-  Document emailed to w.rodriguez@vivienda.pr.gov for signature
2023-02-17 - 2:42:54 PM GMT
-  Email viewed by w.rodriguez@vivienda.pr.gov
2023-02-17 - 4:05:24 PM GMT
-  Signer w.rodriguez@vivienda.pr.gov entered name at signing as William O. Rodríguez Rodríguez
2023-02-17 - 4:07:42 PM GMT
-  Document e-signed by William O. Rodríguez Rodríguez (w.rodriguez@vivienda.pr.gov)
Signature Date: 2023-02-17 - 4:07:44 PM GMT - Time Source: server
-  Agreement completed.
2023-02-17 - 4:07:44 PM GMT



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