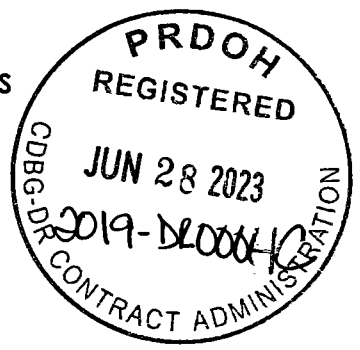




Amendment C

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY AND MITIGATION (CDBG-DR/CDBG-MIT)

**AMENDMENT C TO THE AGREEMENT FOR
SOFTWARE LICENSING AND PROFESSIONAL SERVICES
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
YARDI SYSTEMS, INC.**
Contract No. 2019-DR0004
Amendment C Contract No. 2019-DR0004C



m.e

WDRR
WDRR

This **AMENDMENT C** to the **AGREEMENT FOR SOFTWARE LICENSING AND PROFESSIONAL SERVICES (Amendment or Amendment C)** is entered into in San Juan, Puerto Rico, this 28 of June, 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 LPR § 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 Guaynabo, Puerto Rico, in his capacity as Secretary; and **YARDI SYSTEMS, INC. (CONTRACTOR)**, with principal offices in 430 South Fairview Ave., Santa Barbara, California, herein represented by Michael Remorenko, in his capacity as Senior Director, of legal age, married, and resident of California, United States, duly authorized by Resolution by the CONTRACTOR.

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on May 31, 2019, the PRDOH and the CONTRACTOR entered into an agreement for Software Licensing and Professional Services, registered under Contract No. 2019-DR0004, for a maximum amount not to exceed **ONE MILLION FOUR HUNDRED TWENTY-SIX THOUSAND TWO HUNDRED DOLLARS (\$1,426,200.00)** from **Account Number: 01A01ADM-DOH-NA/ 4190-22-000**, ending on June 30, 2022 (**Agreement**).

WHEREAS, on March 29, 2021, the Agreement was amended via Amendment A, registered as Contract No. 2019-DR0004A, to incorporate an addendum to the SaaS Subscription Agreement that included additional services and licenses to be provided by the CONTRACTOR, including new fees and updated terms. Consequently, the total amount of the Agreement was increased by **THREE HUNDRED SIXTY THOUSAND DOLLARS (\$360,000.00)** for an adjusted total amount of **ONE MILLION SEVEN HUNDRED EIGHTY-SIX THOUSAND TWO HUNDRED DOLLARS (\$1,786,200.00)**.

WHEREAS, on June 27, 2022, the Agreement was amended via Amendment B, registered as Contract No. 2019-DR0004B, to incorporate the following changes: (1) increase the total amount of the Agreement by **SEVEN HUNDRED TWENTY-SIX THOUSAND ONE HUNDRED FIFTY DOLLARS (\$726,150.00)** for an adjusted total amount of **TWO MILLION FIVE HUNDRED TWELVE THOUSAND THREE HUNDRED FIFTY DOLLARS (\$2,512,350.00)**; (2) include additional services and licenses to be provided by the CONTRACTOR; (3) extend the term of the Agreement up to June 30, 2023; and (4) extend the scope of the services to the CDBG-DR Program (Earthquakes Allocation), the Community Development Block Grant-Mitigation (CDBG-MIT) Program, and to other federal funds allocations related.

WHEREAS, as per Article XXIII 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 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 C 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 C. All other provisions of the original Agreement, including its attachments, shall continue to be in full force and effect.

III. SCOPE OF AMENDMENT

The Finance Division has determined the necessity to modify the Agreement to increase the number of licenses by one hundred (**100**) as a result of the growth in employees in the CDBG-DR/MIT Programs. Additionally, the Agreement will be amended to include a contingency set aside or allocation of **FIFTY THOUSAND DOLLARS (\$50,000)** that PRDOH may utilize to purchase additional licenses or any other system modules that will enhance CDBG-DR/MIT accountability as needed. As a result, the Agreement will be modified to increase the contract budget by **EIGHT HUNDRED FIFTY THOUSAND NINE HUNDRED SEVENTY-NINE DOLLARS AND FIFTY CENTS (\$850,979.50)** for a total amount of **THREE MILLION THREE HUNDRED SIXTY-THREE THOUSAND THREE HUNDRED TWENTY-NINE DOLLARS AND FIFTY CENTS (\$3,363,329.50)**. The Procurement Division performed a cost-reasonable analysis in compliance with the Procurement Manual for the CDBG-DR Program, concluding that the price and services for the extra licenses being acquired by Amendment C are reasonable. Furthermore, the term of the Agreement is being extended by an additional **twelve (12) months**, ending on June 30, 2024. Lastly, **Exhibit V** (Contractor Certification) is being replaced by an updated version and a new attachment named **Exhibit VI** (Non-Conflict of Interest Certification) is being incorporated by reference into the Agreement.

IV. AMENDMENTS

A. The Parties agree to replace **Article IV. COMPENSATION AND PAYMENT, Paragraph B** as follows:

B. *The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **THREE MILLION THREE HUNDRED SIXTY-THREE THOUSAND THREE HUNDRED TWENTY-NINE DOLLARS AND FIFTY CENTS (\$3,363,329.50)** from Account Numbers: 01A01ADM-DOH-NA 4190-22-000/ MITA12ADM-DOH-NA 4190-22-000/ R02A01ADM-DOH-NA 4190-22-000. Such payment shall be compensation for all services required, performed, and accepted under this Agreement, as amended. The PRDOH shall not pay any amount in excess of the limits stated herein, even if the CONTRACTOR exceeds the same, regardless of the reasons for said excess.*

B. The Parties agree to replace **Table 3** (Fee Schedule) in **Article IV. COMPENSATION AND PAYMENT, Paragraph A** with **Table 1** (Costs per unit per Original Contract and its amendments) below. Therefore, the price information that is inconsistent with

MR

WDRR
WDRR

Table 1 in **Exhibit I** (Yardi Proposal) and **Exhibit II** (SaaS Subscription Agreement) will be changed appropriately.

Table 1: Costs per unit per Original Contract and its amendments¹

	Original Contract	Amendment A	Amendment B	Amendment C
Private Cloud Annual Fee	\$75,000.00		\$77,250.00	\$79,567.50
100 Private Clouds Users	\$300,000.00		\$309,000.00	\$318,270.00
1,000 Units Procure to Pay	\$0.00		\$0.00	\$0.00
Yardi Job Costs for	\$50,000.00 (100 users)		\$51,500.00 (100 users)	\$106,090.00 (200 users)
Limited PAYscan Users 100		No charge	No charge	No charge
Limited PAYscan Users 200		\$200,000.00	\$206,000.00	\$212,180.00
5 Users for Fixed Assets		\$5,000.00	\$5,150.00	\$5,304.50
Yardi Document for SharePoint		\$75,000.00	\$77,250.00	\$79,567.50
Contingency (additional module or licenses as needed)				\$50,000.00
TOTAL	\$425,000.00	\$280,000.00	\$726,150.00	\$850,979.50

C. The Parties agree to amend **Article V. TERM OF AGREEMENT**, to extend the term of the Agreement by an additional **twelve (12) months**, ending on **June 30, 2024**.

D. The Parties concur in replacing all of **Article VI. INSURANCE** with the following:

A. Required Coverage

The CONTRACTOR shall keep in force and effect for the period beginning from the execution of the Agreement and ending at the completion of all services to be provided hereunder, insurance policies in compliance with the Insurance Requirements, attached hereto and made an integral part hereof as **Exhibit VII** (Insurance Requirements). The CONTRACTOR shall meet all other insurance requirements as may be imposed by PRDOH from time to time.

Upon the execution of this Agreement, the CONTRACTOR shall furnish PRDOH with original and two (2) certified copies of the insurance policies described in **Exhibit VII** (Insurance Requirements) and any other evidence PRDOH may request as to the policies' full force and effect.

Any deductible amount, under any of the policies, will be assumed in whole by the CONTRACTOR for any and all losses, claims, expenses, suits, damages, costs, demands or liabilities, joint and several of whatever kind and nature arising from the Agreement resulting from this solicitation by and between the CONTRACTOR and PRDOH.

The PRDOH shall not be held responsible under any circumstances for payments of any nature regarding deductibles of any Commercial Liability Policies for the aforementioned Agreement.

¹ For a breakdown and allocation of the additional funds being added by this Amendment C, see **Attachment I** (Proforma Invoice) to this Amendment C. Please note that the Contingency item is not included as part of this attachment.

M.R.
WORR
WORR

B. Endorsements

Each insurance policy maintained by the CONTRACTOR must be endorsed as follows:

1. PRDOH, Government of Puerto Rico, HUD and its officers, agents and employees are named as additional insured (except Worker's Compensation) but only with respect to liability arising out of tasks performed for such insured by or on behalf of the named insured.
2. To provide waiver of subrogation coverage for all insurance policies provided or herein in favor of PRDOH and its respective officers, agents and employees.
3. The insurer shall be required to give PRDOH written notice at least **thirty (30) days** in advance of any cancellation in any such policies.

M.R.
WORR
WORR
The CONTRACTOR shall furnish to PRDOH, prior to commencement of the work, certificates of insurance from insurers with a rating by the A.M. Best Co. of B+ and five (5) or over on all policies, reflecting policies in force, and shall also provide certificates evidencing all renewals of such policies. Insurers shall retain an A.M. Best Co. rating of B+ and five (5) or over on all policies throughout the term of this Agreement and all policy periods required herein. The insurance company must be authorized to do business in Puerto Rico and be in good standing.

C. Related Requirements

The CONTRACTOR shall furnish original Certificates of Insurance evidencing the required coverage to be in force on the Effective Date of Agreement. In the case of Payment and Performance Bond, Certificate of Authority, Power of Attorney and Power of Attorney License issued by the Commissioner of Insurance shall be furnished. THE REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO THE CONTRACTOR COMMENCING WORK. NO CONTRACTOR OR ITS AUTHORIZED REPRESENTATIVES ARE TO BEGIN THEIR RESPONSIBILITIES UNDER THE AGREEMENT PRIOR TO FULL COMPLIANCE WITH THIS REQUIREMENT AND NOTIFICATION FROM PRDOH TO PROCEED.

Renewal Certificates of Insurance or such similar evidence is to be received by the Contract Administration of the Legal Division and/or the Finance area of the CDBG-DR/MIT program prior to expiration of insurance coverage. At PRDOH's option, non-compliance will result in one or more of the following actions: (1) The PRDOH will purchase insurance on behalf of the CONTRACTOR and will charge back all cost to the CONTRACTOR; (2) all payments due the CONTRACTOR will be held until the CONTRACTOR has complied with the Agreement; and/or (3) The CONTRACTOR will be assessed **Five Thousand Dollars (\$5,000.00) for every day of non-compliance.**

The receipt of any certificate does not constitute an agreement by PRDOH that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of the Agreement. The insurance policies shall provide for **thirty (30) days'** written notice to be given to PRDOH in the event coverage is substantially changed, cancelled or non-renewed.

The CONTRACTOR shall require all subcontractors or consultants to maintain in force all insurance policies and/or bonds necessary to cover their individual participation in the risk or risks related to the subcontracted work or service to be rendered. The CONTRACTOR may

provide the coverage for any or all of its subcontractors and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined above.

The CONTRACTOR expressly understands and agrees that whenever the CONTRACTOR is covered by other primary, excess, or excess contingent insurance that, any insurance or self-insurance program maintained by PRDOH shall apply in excess of and will not contribute with insurance provided by the CONTRACTOR under this Agreement.

E. The Parties agree to include a new paragraph 16 in Article XV. COMPLIANCE WITH PUERTO RICO'S CONTRACTING REQUIREMENTS as follows:

16. *Non-Conflict of Interest Certification:* The CONTRACTOR shall comply with **Exhibit VI** (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.

F. The Parties agree to include a new paragraph 17 in Article XV. COMPLIANCE WITH PUERTO RICO'S CONTRACTING REQUIREMENTS as follows:

17. *Compliance with PRITS Administrative Order (PRITS-2023-001) Act No. 75 of July 25, 2019, as amended, "Puerto Rico Innovation and Technology Service Act of 2019":* The PRDOH hereby certifies that it received the approval of the Puerto Rico Innovation and Technology Service (**PRITS**) to execute this Agreement and that it complies with Act No. 75-2019, as amended. The contractor, seller, or provider of the good or service object of the current invoice or contract, consents and agrees that the Puerto Rico Innovation and Technology Service (PRITS) may contact them and request any and/or all information regarding the goods and/or services offered to the Government of Puerto Rico, sans the intervention or consent of the contracting agency or acquirer.

The Contractor or Supplier certifies the current contract will in no way impact and/or adversely influence the current contractual agreements with any other instrumentality or entity of the Government of Puerto Rico. The Contractor particularly represents that the current contract or purchase order will not, in any way, negatively affect other obligations of the Contractor or Supplier, its affiliates, subsidiaries, and/or related entities with the Government of Puerto Rico. Adverse impact includes, but is not limited to, price, rate, time of execution, duplicity of goods or services provided to the Government of Puerto Rico. If at any moment the Contractor or Supplier becomes aware of a possible adverse impact, it must notify PRDOH of the current situation. PRDOH, in turn, is authorized to contact the Government of Puerto Rico's component which is related to the adverse situation to assess a solution. The result of the assessment may include, the contract or purchase order remaining unaltered, or being amended or rescinded, thus, remaining the Contractor or Supplier responsible for any impairment that the Government of Puerto Rico suffers. If, due to the Contractor's or Supplier's negligence or non-compliance, the allow the adverse situation to materialize. The Contractor or Supplier proactively agrees to not enter into additional contracts or purchase orders with the Government of Puerto Rico if it can reasonably foresee the lack or decrease of capacity to assume new contractual responsibilities or compliance with the Purchase Order. The latter, if by not being proactive, the Contractor or Supplier, with the responsibilities or compliance adversely affect the obligations assumed through Contract or Purchase Order.

m.e

WORR
WORR

G. The Parties agree to include new Article LVI. MEMORANDUM NO. 2021-029; CIRCULAR LETTER NO. 013-2021 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) as follows:

LVI. MEMORANDUM NO. 2021-029; CIRCULAR LETTER NO. 013-2021 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. The PRDOH certifies that the CONTRACTOR was selected as the provider of the services described in this Agreement, pursuant to Executive Order No. 2021-029.

B. The Parties certify that they acknowledge the provisions stated in Executive Order No. 2021-029 and CC 013-2021. Any failure to comply with the requirements set forth in Executive Order No. 2021-029 and CC 013-2021 will result in the termination of this Agreement.

C. The CONTRACTOR certifies that it has informed PRDOH of any current contractual relationship with any government entities of the Government of Puerto Rico. Accordingly, the CONTRACTOR certifies, as of the date hereof, that it is in a contractual relationship with the following entities of the Government of Puerto Rico: Puerto Rico Department of Housing and the Puerto Rico Public Housing Administration. The CONTRACTOR also certifies that said entities are all the entities of the Government of Puerto Rico with which they maintain a contractual relationship. In addition, the CONTRACTOR recognizes and accepts that omitting any information regarding any current contractual relationship with any governmental entity could result in the termination of this agreement if so, required by PRDOH.

D. The CONTRACTOR certifies that it has informed the PRDOH whether or not the entity is a public corporation whose shares are exchanged in a stock exchange properly regulated. In the event that the CONTRACTOR certifies that it is not a public corporation that exchanges shares in a stock change, the CONTRACTOR certifies it has completed the applicable certification as stated in CC-013-2021.

H. A revised **Exhibit V** (Contractor Certification) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment G** (Contractor Certification). (**Attachment II** of this Amendment C).

I. A new attachment named **Exhibit VI** (Non-Conflict of Interest Certification) is hereto incorporated by reference into the Agreement and made part of the Agreement. (**Attachment III** of this Amendment C).

J. A new attachment named **Exhibit VII** (Insurance Requirements) is hereto incorporated by reference into the Agreement and made part of the Agreement. (**Attachment IV** of this Amendment C).

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.

m.e

WARR
WARR

VI. FEDERAL FUNDING

The fulfillment of the Agreement, as amended, is based on those funds being made available to the PRDOH as the lead administrative agency for Recovery. All expenditures under the Agreement, as amended, must be made in accordance with the Agreement, as amended, the policies and procedures promulgated under the CDBG-DR/MIT 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

M.R.
WDRR
WORR
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.

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.

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. COMPLIANCE WITH ACT NO. 75 OF JULY 25, 2019, AS AMENDED

The PRDOH hereby certifies that it received the approval of the Puerto Rico Innovation and Technology Service (**PRITS**) to execute this Amendment C and that it complies with Act No. 75-2019, known as the "Puerto Rico Innovation and Technology Service Act of 2019".

XIII. 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.

XIV. 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 C in the place and on the date first above written.

**PUERTO RICO DEPARTMENT OF
HOUSING**

YARDI SYSTEMS, INC.

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Jun 28, 2023 14:42 EDT)

William O. Rodríguez Rodríguez, Esq.
Secretary


Michael Remorenko (Jun 28, 2023 09:56 PDT)

Michael Remorenko
Senior Director

m.e

WDRR

WDRR

YARDI SYSTEMS, INC.

Attachment I Proforma Invoice

PO Box 82572
Goleta, CA 93118-2572

(805) 699-2040 (Phone)
(805) 699-2044 (Fax)

DATE: 01/12/2023
CLIENT PIN: 100-085-983

Bill To:
Puerto Rico Department of Housing
Felix Hernandez Caban
PO Box 363188
San Juan PR, 00936-3188

DESCRIPTION	AMOUNT
Annual License fee for Voyager SaaS Select -- Effective July 1, 2023 through June 30, 2024 including 775 hours of technical support. Pricing includes a 3% Cost of Living increase per the US Consumer Price Index (US City Average) as per your agreement.	
Private Cloud Annual Fee - @ 79,567.50	\$79,567.50
Private Cloud Users - 100 users @ 3,182.70	\$318,270.00
Procure to Pay - 1,000 units @ no charge	\$0.00
Job Cost - 200 users @ 530.45	\$106,090.00
Limited PAYscan users 100 users @ no charge	\$0.00
200 users @ 1,060.90	\$212,180.00
Fixed Assets - 5 users @ 1,060.90	\$5,304.50
Document for Sharepoint - @ 79,567.50	\$79,567.50
ESTIMATED TOTAL	\$800,979.50

WDRR
WDRR

M.R.

THANK YOU FOR YOUR BUSINESS!



ATTACHMENT II

Exhibit V

CONTRACTOR CERTIFICATION REQUIREMENT

YARDI SYSTEM, INC.

I. Contractor (or Subrecipient) Certification Requirement:

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

N/A - Yardi does not have any subcontractors performing services related to the SaaS Agreement between Puerto Rico Department of Housing and Yardi.

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).
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

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.

M.R.

WORR
WORR

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. In compliance with Executive Order No. 2021-029 and CC 013-2021, the Contractor certifies as of the date hereof, that it is in a contractual relationship with the following entities of the Government of Puerto Rico: **Puerto Rico Department of Housing and Puerto Rico Public Housing Administration.**⁴ The Contractor also certifies that said entities are all the entities of the Government of Puerto Rico with which they maintain a contractual relationship. In addition, the Contractor recognizes and accepts that omitting any information regarding any current contractual relationship with any governmental entity could result in the termination of this agreement if so, required by PRDOH.
7. 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: Arnold Brier

Signature: 

Position: Senior VP, General Counsel

Date: 6/23/2023

⁴ The Contractor is required to disclose the names of the entities of the Government of Puerto Rico with whom it has contracts until the Agreement is signed.



Exhibit VI

NON-CONFLICT OF INTEREST CERTIFICATION

YARDI SYSTEMS, 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.

M.R.

WDRR
WDRR

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

Signature

5/25/2023

Date

Arnold Brier

Printed Name

Senior VP General Counsel

Position



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

Exhibit VII

INSURANCE REQUIREMENTS

**Software Licensing and Professional Services Agreement
Amendment Contract 2019-DR-0004
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing**

SPECIAL INSURANCE AND BONDING SPECIFICATIONS

A. The successful *subrecipient*, before the *amendment execution*, must submit to the *Puerto Rico Department of Housing (*PRDOH)* the hereafter mentioned certificates of insurance policies and/or bonds including all endorsements and agreements required under the special contractual conditions, in form satisfactory to **PRDOH*, as provided in detail in this Insurance Requirements as per the following:

1. **(X) Commercial General Liability (Special Form) with LOC Classification that must include and a brief description of operations to be realized detail in all the Certificates of Insurance and including the following insurance limits and Coverages**

COVERAGE	LIMIT
I. Commercial General Liability:	
• Each Occurrence	\$2,000,000
• General Aggregate	\$2,000,000
• Products & Complete Operations	\$2,000,000
• Personal Injury & Advertising	\$2,000,000
• Fire Damage	\$100,000 (Any one Fire)
• Medical Expense	\$10,000 (Any one person)
II. Employer's Liability Stop Gap:	
• Bodily Injury by Accident Each Employee	\$2,000,000
Each Accident	\$2,000,000
• Bodily Injury by Disease Each Employee	\$2,000,000
Each Accident	\$2,000,000

MR

WORR
WORR

2. **(X) Professional Liability &/or Errors & Omissions Policy**

(X) Professional Liability for professional services related to the project must provide evidence of Professional Liability.

(X) A. Risk, interest, location and limits

(X) A.1 Description of work to be done



INSURANCE REQUIREMENTS
Software Licensing and Professional Services Agreement
Amendment Contract 2019-DR-0004
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing

SPECIAL INSURANCE AND BONDING SPECIFICATIONS

(X) A.2 Limit:

(X) each occurrence	\$1,000,000
(X) Aggregate	\$2,000,000
(X) Deductible	\$ 10,000

(X) A.3 Certification that the insurance contract has been given as surplus lines coverage under the Commonwealth of Puerto Rico Insurance Code, when applicable.

3. (X) Ciber Liability

Limit - \$5,000,000

M.R.

4. (X) The policies to be obtained must contain the following endorsements including as additional insured the ***Puerto Rico Department of Housing***

(*PRDOH), U.S. Department of Housing and Urban Development (HUD), and the Government of Puerto Rico.

- (X) a.** Breach of warranty
- (X) b.** Waiver and / or Release of Subrogation
- (X) c.** Additional Insured Clause
- (X) d.** Hold Harmless Agreement
- (X) e.** 30 Days Cancellation Clause

WORR
WORR

B. IMPORTANT NOTICE TO INSURANCE AND SURETY COMPANIES AND THEIR REPRESENTATIVES

All insurance companies and all guarantors who issue policies or bonds under our special contractual conditions are subject to:

- 1.** Be authorized to do business within the ***Commonwealth of Puerto Rico*** and have the corresponding ***license issued by the Commissioner of Insurance.***
- 2.** To be enjoying a good economic situation and classified under the Category ***of B+ by the AM Best Rating Guide.***



INSURANCE REQUIREMENTS
Software Licensing and Professional Services Agreement
Amendment Contract 2019-DR-0004
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing

SPECIAL INSURANCE AND BONDING SPECIFICATIONS

3. Submit to the ***PRDOH** a written certification as evidence of full payment of premiums by the Contractor. Mention each risk coverage premium separately.
4. Avoid sub-contractual obligations of premium financing or any other kind, which may be detrimental to the public interest.
5. Avoid any request for cancellation by the contractor prior to the expiration date of the policy, without the consent of the Contract Division of the ***PRDOH**: Discuss any refund of unearned premium.
6. Follow all Federal Bail and Acceptance Insurance Regulations, when applicable.
7. Indicate in the appropriate place of all insurance policies and/or bonds, **the full description of the project, work or service to be rendered.**
8. Not to make any **Endorsement** to insurance policies and bonds issued under the special conditions mentioned above, unless approved by the Insurance Section of the ***PRDOH**. To ensure that all insurance policies or
9. bonds are issued to comply with all of our special insurance conditions with respect to the period of coverage, type of risk coverage, as well as all limits, as specified,
10. Clarify any questions regarding insurance requirements by any means of communication with the Insurance Section of the ***PRDOH** under the Secretary for Legal Affairs.
11. The Contractor shall, throughout the performance of Work under the Contract and until the Final Acceptance of the Program, maintain current, and in effect all the required insurance, except the Builder's Risk, which shall terminate on the date of substantial completion.
12. Insurance coverage in the minimum limit amounts set forth herein shall not be construed to release the Contractor from liability in excess of such coverage limit. Contractor must give thirty (30) calendar days written notice to PRDOH before any policy coverage is change, canceled or not renewed and shall cause the insurance carrier to do the same.

M.R.

WORR
WORR



INSURANCE REQUIREMENTS
Software Licensing and Professional Services Agreement
Amendment Contract 2019-DR-0004
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing

SPECIAL INSURANCE AND BONDING SPECIFICATIONS

C. EVIDENCE OF INSURANCE COVERAGE OF EACH SUBCONTRACTOR TO BE SUBMITTED BY THE SUCCESSFUL BIDDER AS THE PRIME CONTRACTOR:

The successful *subrecipient*, as the prime contractor, has the duty to require each of the subcontractors to maintain in force all insurance policies and/or bonds necessary to cover their individual participation in the risk or risks related to the subcontracted work or service to be rendered.

Therefore, prior to commencing work or receiving written notice to proceed with such work, the successful prime contractor has the responsibility to provide the **PRDOH* with all the **certificates of insurance and/or bonds required** under the special conditions approved by the Insurance Section of the **PRDOH*. All insurance policies shall remain in effect for the entire contractual period.

M.R.

In case of any **change order** and/or amendment resulting in alteration of the original project completion date or total original cost, the prime contractor shall take the necessary steps to request the insurer to include such changes in all related insurance policies and/or bond and to submit evidence by appropriate endorsements with effective dates. Cancellations without consent are not accepted.

WORR
WORR

The **PRDOH* reserves the right to stop any work or service under contract until the breach of these requirements has been remedied, so that any delay in the performance of the contract based on any breach of the insurance coverage requirements shall be deemed the sole responsibility of the Main Contractor.

D. CONFLICT OR DIFFERENCE BETWEEN THE SPECIFICATIONS OF THE TENDERING, PROCEDURE AND SPECIAL INSURANCE CONDITIONS AND BONDS

In the event of any conflict or difference in the description of coverage or amount or limits, etc., with respect to insurance requirements, the **"Special Conditions of Insurance and Bonds"** as set forth in this *Insurance Requirements* shall prevail over any other insurance specifications.

***PRDOH reserves the right to modify any Insurance Requirements at any time, in accordance with the Program's needs.**



INSURANCE REQUIREMENTS
Software Licensing and Professional Services Agreement
Amendment Contract 2019-DR-0004
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing

SPECIAL INSURANCE AND BONDING SPECIFICATIONS

E. CERTIFICATE OF CONTRACT DIVISION

We hereby certify, to our best knowledge and understanding, that we have prepared the aforementioned “*Insurance and Bonds Special Conditions*” after a proper evaluation of the related risks, based on the information of the nature of the project and description submitted to us, as requested by the Contracting Program through a written application.

SUB-RECIPIENT AGREEMENT

Software Licensing and Professional Services Agreement
Amendment Contract 2019-DR-0004

Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing

M.R.

WORR
WORR

March 16, 2023

Date

Sonia Damaris Rodríguez

Sonia Damaris Rodríguez
Insurance Specialist
CDBG-DR Program