



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

AMENDMENT B TO THE AGREEMENT FOR JANITORIAL SERVICES BETWEEN THE PUERTO RICO DEPARTMENT OF HOUSING AND ACTION SERVICE CORP.

Contract No. 2023-DR0001

Amendment B Contract No. 2023-DR0001B



WRR
WRR

JMG
JMG

This **AMENDMENT B** to the **AGREEMENT FOR JANITORIAL SERVICES (Amendment or Amendment B)** is entered into in San Juan, Puerto Rico, this 5 of December, 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 **ACTION SERVICE CORP. (CONTRACTOR)**, with principal offices in San Juan, Puerto Rico, herein represented by José M. García Ramis, in his capacity as CEO, of legal age, married, and resident of San Juan, Puerto Rico; duly authorized by Corporate Resolution dated June 29, 2021 by the CONTRACTOR; collectively "the Parties".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on July 15, 2022, the PRDOH and the CONTRACTOR entered into an Agreement for Janitorial Services under CDBG-DR/MIT Program, registered under Contract No. 2023-DR0001, for a maximum amount not to exceed **ONE HUNDRED TWO THOUSAND SIX HUNDRED TEN DOLLARS (\$102,610.00)**, from Account Numbers: **mita12adm-doh-na 4190-10-000/r01a01adm-doh-na 4190-10-000**, and ending on July 15, 2023 (**Agreement or Contract**).

WHEREAS, as per Article XXXIX 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 modified on June 26, 2023, by Amendment A, which is registered under Contract No. 2023-DR0001A. Amendment A changed certain terms and conditions of the Agreement and extended its term by twelve (**12**) months, to expire on July 15, 2024. **Attachment G** (Non-Conflict of Interest Certification) and **Attachment H** (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion) were two new attachments that were incorporated by reference into the Agreement, and an updated version of **Attachment F** (Contractor Certification Requirement) was incorporated to replace the original version. The Agreement's overall budget and accounts remained unchanged as a result of Amendment A.

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, 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:

WORR
WORR

II. SAVINGS CLAUSE

The information included in this Amendment B 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 B. All other provisions of the original Agreement, including its attachments, shall continue to be in full force and effect.

JMG
JMG

III. SCOPE OF AMENDMENT

Over 4,200 square feet of office space with four restroom stalls and a kitchen in the PRDOH Annex building, as well as approximately 4,000 square feet of storage on the fourth floor of the PRDOH building, were made possible by the CDBG-DR/MIT Program because of recent office space renovations to accommodate recent hiring and projected personnel. To cover the maintenance of the additional square footage, **Attachment B** (Scope of Work) will be modified to add two (2) janitors. Similarly, **Attachment C** (Cost Form) will be modified to include the costs of the two (2) additional janitors, increasing the amount by **FORTY THOUSAND FOUR HUNDRED FORTY DOLLARS (\$40,440.00)**, for a total of **ONE HUNDRED FORTY-THREE THOUSAND FIFTY DOLLARS (\$143,050.00)**. This Amendment will not impact the price per unit or the maximum number of hours per month as specified in **Attachment C** (Cost Form). Finally, Amendment B will also replace outdated versions of **Attachment F** (Contractor Certification) and **Attachment G** (Non-Conflict of Interest Certification) with revised versions. Considering that the CONTRACTOR is already registered in the System for Award Management, **Attachment H** (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion) will be removed from 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 **ONE HUNDRED FORTY-THREE THOUSAND FIFTY DOLLARS (\$143,050.00)**, from Activity Numbers: mita12adm-doh-na 4190-10-000 / r01a01adm-doh-na 4190-10-000.*

B. The Parties agree to amend **Article XXII. SUBCONTRACTS** as follows:

XXII. SUBCONTRACTS

A. General: All subcontracts shall contain the applicable provisions described in **Attachment E** (HUD General Provisions), as well as applicable provisions set forth in 2 C.F.R. § 200.101. The PRDOH shall review subcontracts as part of the compliance, monitoring, and oversight process performed by PRDOH or upon request.

B. Specific Requirements: All subcontracts shall contain provisions specifying:

- i. That the work performed by the subcontractor be in accordance with the applicable terms of this Agreement between the PRDOH and CONTRACTOR;
- ii. That nothing contained in such subcontract agreement shall impair the rights of the PRDOH;
- iii. That nothing contained herein, or under this Agreement will create any contractual relation between the subcontractor and the PRDOH;
- iv. That the subcontractor specifically agrees to be bound by the confidentiality provision regarding Personal Identifiable Information set forth in this Agreement;
- v. That CONTRACTOR will be responsible for ensuring all subcontract work is performed consistent with federal and state regulations and/or policies to be eligible for reimbursement of the approved work; and
- vi. All Federal flow down provisions are included in the subcontract agreement per Federal guidelines.

WRR
WRR

JMG
JMG

C. Monitoring: CONTRACTOR shall diligently monitor all subcontracted services. If CONTRACTOR discovers any areas of noncompliance, CONTRACTOR shall provide the PRDOH summarized written reports supported with documented evidence of corrective action.

D. Content: CONTRACTOR shall cause all the applicable provisions of this Agreement to be included in, and made a part of, any subcontract executed in the performance of this Agreement.

E. Notification: Within **three (3) business days** of its execution, the CONTRACTOR shall notify the Contract Administration Area of the PRDOH CDBG-DR Legal Division and provide a copy of all subcontracts related to this Agreement and CDBG-DR funds, as well as any other subcontracts listed in **Attachment F** (Contractor Certification Requirement). The CONTRACTOR is in charge of obtaining all certifications from the subcontractors listed in Article XXIII of this Agreement that are required for technical, professional, or consulting services, as well as submitting them with the copy of the subcontract and adhering to all other requirements set forth in Circular Letter 1300-16-16 from the Puerto Rico Department of Treasury. Technical, professional, or consulting services that are employed to carry out the terms of this Agreement are referred to as subcontractors for the purposes of this article if they spend at least 25% of their time on it.

C. A revised **Attachment B** (Scope of Work) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment B** (Scope of Work). To cover the maintenance of the additional square footage, **Attachment B** (Scope of Work) will be modified to add two **(2)** janitors. (**Attachment I** of this Amendment B)

D. Attachment C (Cost Form) is hereto incorporated by reference into the Agreement and made part of the Agreement. **Attachment C** (Cost Form) will be modified to include the costs of the two (2) additional janitors, increasing the amount by **FORTY THOUSAND FOUR HUNDRED FORTY DOLLARS (\$40,440.00)**, for a total of **ONE HUNDRED FORTY-THREE THOUSAND FIFTY DOLLARS (\$143,050.00)**. This Amendment will not impact the price per unit or the maximum number of hours per month as specified in **Attachment C** (Cost Form). (**Attachment II** of this Amendment B)

WRR
WRR

E. A revised **Attachment F** (Contractor Certification Requirement) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment F** (Contractor Certification Requirement). (**Attachment III** of this Amendment B)

JMG
JMG

F. A revised **Attachment G** (Non-Conflict of Interest Certification) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment G** (Non-Conflict of Interest Certification). (**Attachment IV** of this Amendment B)

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, 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

The CONTRACTOR acknowledges that funds provided through the Agreement, as amended, are Federal funds administered by HUD under the CDBG-DR/MIT 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.

WORR
WORR

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.

JMG
JMG

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/MIT and state funding, recapture of CDBG-DR/MIT and/or state funds, overpayment of CDBG-DR/MIT 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 B in the place and on the date first above written.

**PUERTO RICO DEPARTMENT OF
HOUSING**

ACTION SERVICE CORP.

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Dec 5, 2023 19:34 AST)

William O. Rodríguez Rodríguez, Esq.
Secretary

Jose M. Garcia
Jose M. Garcia (Dec 5, 2023 09:58 AST)

José M. García Ramis
CEO



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

Attachment B

SCOPE OF Work

Invitation for Bids
Janitorial Services

Community Development Block Grant – Disaster Recovery
Community Development Block Grant – Mitigation
Puerto Rico Department of Housing
Revised for Amendment B

1. Introduction

The Puerto Rico Department of Housing (PRDOH) is issuing this Invitation for Bids (IFB) to procure Janitorial Services for the Community Development Block Grant- Disaster Recovery (CDBG-DR) and Community Development Block Grant- Mitigation (CDBG-MIT) program under the Action Plans, as well as for the future allocation of funds under the CDBG-DR and CDBG-MIT Programs. This document defines the requirements and deliverables the bidder must comply with under a contract for the services.

The selected bidder(s) will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this contract. The scope of work presented is based upon circumstances existing at the time of solicitation. Therefore, we encourage careful analysis of the requirements of this document. The selected bidder must guarantee the costs of the hourly rates during the term of the contract.

The PRDOH anticipates awarding the contract for an initial term of one (1) year (contract term). The PRDOH may, at its sole discretion, extend the contract term for two additional terms of one (1) year upon mutual written agreement of the parties. If additional CDBG-DR and CDBG-MIT funds are allocated to Puerto Rico during the life of the contract, the staff may be assigned to work on those future federal grants awarded. There is no guarantee of a minimum level of services that may be requested by the PRDOH under this contract.

2. PRDOH's Reservation of Rights

The PRDOH reserves the right, without limitations, to:

- (i) Reject any or all quotations, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed to be in its best interests.
- (ii) Reject and not consider any quotation that does not meet the requirements of this IFB, including but not necessarily limited to, incomplete quotations and/or quotations offering alternate or non-requested goods.
- (iii) Cancel this solicitation and reissue the IFB or another version of it, if it deems that doing so is in the Public Interest.
- (iv) PRDOH shall have no obligation to compensate any bidders for any costs incurred in responding to this IFB.
- (v) To reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to, if:
 - a. Funding is not available.
 - b. Legal restrictions are placed upon the expenditure of monies for this category.

WRR
WRR

JMG
JMG

- c. PRDOH's requirements in good faith change after award of the contract.
- (vi) To require additional information from all bidders to determine level of responsibility.
 - (vii) To contact any individuals, entities, and/or organizations that have had a business relationship with the bidders, regardless of their inclusion in the reference section of the quotation's submittal.
 - (viii) In the event any resulting contract is prematurely terminated due to nonperformance and/or withdrawal by the Contractor, PRDOH reserves the right to:
 - a. Seek monetary restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim services and/or cover the difference of a higher cost (difference between terminated Contractor's rate and new company's rate) beginning the date of Contractor's termination through the contract expiration date.
 - (ix) To negotiate any price from the awarded bidder(s) in response to a specific order under this solicitation.
 - (x) To amend the contract(s) of the Selected Bidder(s) to, among others, extend its original duration, as further explained in the IFB, or to extend the scale of its scope to include work under subsequent CDBG-DR and CDBG-MIT action plans a related to the services requested herein, or to reduce the scale of its scope to decrease work as a consequence of underperformance or inexcusable delayed related to the services requested herein.
 - (xi) To contract with one or more qualified bidder(s) for Janitorial Services as result of the selection of qualified bidders or the cancellation of this IFB.

WRR
WRR

JMG
JMG

The bidder shall be responsible for providing all services outlined in this Scope of Work.

3. Staff Requirements

The services will be provided at the PRDOH's Headquarters in Juan C. Cordero Dávila Building, located in the 606 Barbosa Avenue in San Juan, Puerto Rico, 00923.

The Bidder shall provide the PRDOH with Janitorial Services described herein in a competent and professional manner satisfactory to the PRDOH, in accordance with the terms and conditions herein included. The PRDOH shall be entitled to the satisfactory performance of all Janitorial Services described herein and to full and prompt cooperation by the Bidder in all aspects.

The Bidder shall be a reputed cleaning entity with a track record of providing the required services. The Bidder shall have or will secure, at its own expense, all personnel required in performing the services under the contract. PRDOH expects the Selected Bidder to provide competent and fully qualified staff that are authorized or permitted under federal, state, and local law to perform the scope of work under the contract.

All Bidder personnel must always be uniformed. The bidder must provide the necessary personnel to comply with all tasks herein described for floors one, two and three, that will provide accommodations to the CDBG-DR and CDBG-MIT offices in the PRDOH Headquarters.

The Selected Bidder will assign a point of contact (**POC**) between the Bidder and the PRDOH. The POC will be responsible to supervise the Bidder Staff on premises of the PRDOH, and coordinate activities.

The PRDOH reserves the right to request the removal of any staff not performing to standard. The Bidder agrees to defend, hold harmless, and indemnify the PRDOH and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the PRDOH, occurring on account of, arising from or in connection with the removal and replacement of any Bidders personnel performing Janitorial Services hereunder at the behest of the PRDOH. Removal and replacement of any bidders' personnel as used herein shall not require the termination and or demotion of such Bidders personnel. No personnel may be assigned to the resulting contract without the written consent of the PRDOH.

WRR
WRR

JMG
JMG

The Selected Bidder will be compensated based on hours worked and hourly rates for the position identified in this Scope of Work. Hourly Rates shall include overhead, profit, royalties, taxes, fringe benefits, as well as any other additional fees, such as travel, if applicable, and administrative costs applicable to the services. The overhead includes all cost related to accomplish the required service each position will be responsible for. **Wage costs will not vary or change, even if there are minimum wage increases. The rates per hour submitted by the bidders, are to remain the same during the life of the contract, including any amendments.**

NOTE: FALSE OR MISLEADING STATEMENTS REGARDING STAFF QUALIFICATIONS OR PRIOR PROJECTS WILL RESULT IN THE DISQUALIFICATION OF THE RESPONSE AND CANCELLATION OF ANY RESULTING CONTRACT IF DISCOVERED AFTER AWARD.

4. Tasks

This section details the services that the Bidder must perform in order to support PRDOH. The scope of work presented is based upon circumstances existing at the time the IFB is released. The PRDOH reserves the right to modify or cancel the tasks listed and, if appropriate, add additional tasks prior to and during the term of the contemplated contract.

The Selected Bidder will be responsible for performing the following tasks:

4.1. Janitorial Tasks

The janitorial tasks consist in cleaning and keeping in an orderly condition office areas, restrooms, and premises. Duties involve a combination of the following:

- sweeping and vacuum;
- mopping or scrubbing;
- polishing floors;
- removing trash, and other refuse;
- dusting equipment, furniture, or fixtures;
- polishing metal fixtures or trimmings;

- providing supplies and minor maintenance services;
- cleaning restrooms; and
- keeping the bathrooms clean and equipped with their respective items (toilet paper, towel paper, soap, etc.).

Some of the tasks include, but are not limited to:

- Daily Sanitization of all workspaces;
- Maintain building clean and in orderly conditions;
- Maintain restrooms clean per standard:
 - Empty and disinfect waste baskets;
 - Clean toilets and urinals with germicide disinfectants;
 - Clean sinks with germicide disinfectants;
 - Sweep and mop floors with germicide disinfectants (for health and sanitary purposes, restrooms cleaning tools must be identified and use solely in those areas);
 - Clean and disinfect sink countertops and mirrors;
 - Clean and disinfect walls and toilet partitions cubicles;
 - Refill soap dispensers;
 - Refill toilet paper and paper towel dispenser;
- Clean windows, windows sills, baseboards, walls, doors and air condition ventilators;
- Sweep, mop and wax floors;
- Empty waste baskets;
- Vacuum carpets;
- Wipe and disinfect furniture, furniture includes desks, chairs, credenzas, tables, phones, file cabinets and fire extinguishers, among others;
- Replace obviously soiled or torn trash receptacle liners;
- Clean whiteboards and trays;
- Wipe clean all vertical surfaces;
- Wash all light fixtures lenses, air diffusers, and grilles;
- Clean all baseboards; and
- Clean polish and disinfect metal surfaces.

The Bidder will perform all the aforementioned tasks according to the following schedule:

- **From 7:30 a.m. to 5:30 p.m.**

The personnel requested to provide the services described in this scope of work is: one supervisor and a maximum of five (5) janitors.

The dimensions of the areas where the services are to be provided are the following:

- **First floor:** approximately 6,500 sq. ft. – includes kitchenette and stairs.
- **Second floor:** approximately 21,000 sq. ft. – includes women's bathrooms (3 cubicles), men's bathroom, two kitchenettes and stairs.

WORR
WORR

JMG
JMG

- **Third floor:** approximately 20,000 sq. ft. – includes women's bathrooms (3 cubicles), men's bathroom, two kitchenettes and stairs.
- Fourth Floor: approximately 4,000 sq. ft.- storage space, no bathroom, no kitchen.
- Annex building: approximately 4,200 sq. ft.- includes women's bathrooms (two (2) cubicles), men's bathroom (two (2) cubicles), one kitchenette. Tile floor no carpet.

WRR
WRR

NOTE: The PRDOH reserves the right to modify or increase the quantity of the listed square footage and/or services during the term of the contract without exceeding the threshold of the invitation for bids in compliance with policies and procedures.

JMG
JMG

4.2. Other Services

4.2.1. Carpet Maintenance

The Bidder will provide carpet maintenance and cleaning services on an as needed basis. The cleaning must include sanitizing, and removal of stains, odors and residues.

4.2.2. Initial Cleaning

The Bidder will provide an initial cleaning service of all areas within the 1st floor of the PRDOH Headquarters for the CDBG-DR and CDBG-MIT offices. The Bidder must complete the following tasks:

- Complete sanitization of all areas;
- Carpet shampooing;
- Floor scrubbing and polishing;
- Thoroughly clean baseboards, walls, vents, lighting fixtures, window sills, windows, door frames, and all horizontal and vertical surfaces; and
- Thoroughly clean and stock all restrooms.

4.3. Miscellaneous Bidder Requirements

- Turn off all unnecessary lights at the end of each evening or as janitorial personnel leave an area.
- Report hazardous conditions, life/safety conditions, items needing repairs, etc. to the Operations Division.
- Secure all areas after completion of tasks performed in a given area.
- Turn in all lost and found to Operations Division.
- Notify Operations Division and Building Security when unauthorized or suspicious person(s) are seen on the premises or in secure areas of a facility.
- During daily tours or tasks, ensure that there are no potential fire hazards such as smoldering, smoking, or burning materials in ashtrays or urns, trash containers, or trash/recycle areas.
- Turning off of task lights in tenant workstations each evening.

- Mitigating an unsafe cleaning condition that is seen or reported to its crew or to Operations Division.
- Servicing a floor or area that is being vacated by occupants, or where occupants are performing internal moves.

NOTE: To reduce the risk of coronavirus transmission from person-to person and from surface-to-surface, work safe guidelines have been implemented to require specific cleaning protocols to diminish virus transmission. Increased cleaning and disinfection of frequently touched objects and surfaces can help prevent the spread of the illness including COVID-19. The Bidder will be obligated to provide their workers with Personal Protective Equipment (**PPE**) needed to keep them safe while performing their jobs.

WRR
WRR

JMG
JMG

5. Materials

The Selected Bidder will be responsible for providing the following materials:

- Floor, wall, and window detergents;
- Mops, brooms, dustpans, brushes, and sweeps;
- Plastic Garbage bags;
- Restroom detergents and disinfectants;
- Germicide disinfectants;
- Floor wax;
- Furniture and metal cleaners;
- Toilet paper;
- Paper towel (for restrooms and kitchenettes);
- Soap (for restrooms and kitchenettes);
- Restroom deodorizers;
- Personal Protective Equipment (PPE) for employees: gloves, eye protection, face masks and respirators, if necessary; and
- Any other material needed to complete the tasks.

6. Deliverables

The Bidder shall take in consideration the here below mention deliverables as part of their bid. The above-mentioned tasks will be performed in a daily or weekly basis:

- Daily:
 - Sweep and mop floors;
 - Wipe and disinfect Office furniture (desks, credenzas, file cabinets, etc.);
 - Wipe and disinfect kitchenettes areas;
 - Clean glass doors;
 - Vacuum as and when needed.
- Twice Daily:
 - Restrooms will be clean and disinfected per standards;
 - Empty waste baskets;
 - Disinfect doorknobs and pulls and exit push buttons.
- Three times per week:

- Vacuum carpets;
- Weekly:
 - Clean walls, doors, windows, fire extinguishers, and air condition ventilators.
- Yearly:
 - Carpet Shampooing (yearly carpet maintenance, which is included in the Cost Form document for the bidder to quote)

WORR
WORR

7. Emergency Services

Unless otherwise detailed in the IFB, regular working hours are Monday through Friday from 7:30 a.m. to 5:30 p.m.

JMG
JMG

Emergency services or work is considered any unforeseen unanticipated work not listed in this IFB. For the purpose of this clause, response time will mean "on-site and prepared to work".

The successful bidder shall provide 24 hours, 7 days a week Emergency Service to the PRDOH under the IFB. During regular working hours, emergency response time shall be within one (1) hour after verbal notification later confirmed in writing by the Director of Operations. During other than regular working hours, the emergency response time shall be within two (2) hours after notification by the PRDOH.

When the personnel are no longer needed for the emergency work, they shall be directed by the bidder to return to their normal work. No additional cost shall be charged to the PRDOH for the diversion of the bidder's personnel from their normal work to the emergency work; however, allowances will be made for the diversion and the bidder will not be penalized if normal work has been impacted.

Any future cleaning beyond the initial emergency condition will be the bidder's responsibility, unless the PRDOH Director of Operations authorizes billable project work.

7.1. Emergency Work Costs

- Work performed during regular working hours requiring additional personnel will be charged at the bidder's regular hourly personnel wage rates, plus equipment rental and specialized products used to mitigate the specific emergency.
- Work performed after regular working hours will be charged at vendor's regular hourly personnel wage rates and allowed an incremental per hour increase to pay for the actual overtime supplement paid to the bidder's employee. Overtime will NOT be billed or paid at time and one half of the bidder's quoted billable hourly rate. Overtime rate will be paid at the straight time billing rate plus the actual overtime increment paid to bidder's employee for overtime work. If overtime is approved, payroll records detailing the bidder's employee(s) hourly rate must accompany the invoice in order for the invoice to be paid.
- The PRDOH may pay for equipment rental and any specialized products used to mitigate the specific emergency that are not normally used during the day to day

Janitorial Services provided by the bidder. The Director of Operations will determine what products and/or equipment are necessary and fall outside the standard required for normal Janitorial Services. No additional work, equipment rental and/or any specialized products may be performed/used by the Selected Bidder without prior authorization of the PRDOH. All materials, or specialized tools or equipment, needed to mitigate the specific emergency must be acquired with the allowance.

- All personnel and position types that are requested and are invoiced per hour must be approved by the Director of Operations prior to the assignment for emergency work.

WRR
WRR

8. Training

The bidder is required to provide necessary and on-going customer service training to its employees. The training shall stress the importance of conflict avoidance and problem resolution, with emphasis placed on grooming, proper attire and the importance of professionalism and courtesy in day-to-day contact with building occupants and visitors.

The bidder is required to provide necessary, on-going, employee training in order to meet the performance standards of this solicitation. Specific performance-based work training may be necessary in order to perform efficiently and effectively under this solicitation.

JMG
JMG

9. Allowances

Any material not contemplated as part of the general materials established above and/or any specialized tools or equipment, needed for the completion of the Janitorial Services must be acquired with an allowance. The Selected Bidder will submit to the PRDOH a Request for Authorization (**RFA**), which includes the justification and costs (unit pricing and/or hourly rates, if applicable) for the services. No additional work may be performed by the Selected Bidder without prior authorization of the PRDOH. To have access to the allowance, the Selected Bidder must provide three (3) quotes on purchases that surpass two hundred dollars (\$200.00), prior to the acquisition of any necessary materials, for the review and approval of the PRDOH in order to obtain reimbursement of such purchase. For purchases less than two hundred dollars (\$200.00), neither quotations nor prior approval to purchase will be required.

The Selected Bidder must submit its invoices on a monthly basis together with the timesheets, a copy of the RFA and any documents or receipts which evidences the expenses incurred such as purchases invoices, quotations (if applicable) and PRDOH's approvals (if applicable). The invoice will be detailed with a description of the services rendered and the number of hours spent on each matter if applicable.

10. Payment

Payments shall be issued for services provided previously approved by the PRDOH. It is the Selected Bidder's responsibility to provide all services as set forth under the Scope of Work. The Selected Bidder shall submit an invoice to PRDOH on a monthly basis. Said invoice must be submitted including all required invoice supporting documents, including but not limited to, Requests for Authorization (if any), purchase receipts (if any), timesheets, and invoice, if

necessary. If PRDOH determines that the submitted invoice and supporting documentation as acceptable, then the invoice will be approved for payment.

An authorized representative of the PRDOH will review each invoice and, if adequate, will approve and process its payment. Payments to the Selected Bidder shall be made by electronic funds transfer (**EFT**). PRDOH reserves the right to conduct any audits it deems necessary. The Selected Bidder agrees to cooperate fully with any such audit or audits. The services rendered under the Selected Bidder agreement shall be payable within forty-five (45) days from the date the invoice is reviewed and approved by PRDOH.

WRR
WRR

11. Contract Term

The original Contract was established with a duration of one (1) year, with the option to extend for two additional terms of one (1) year each, subject to mutual written agreement. With the registration of Amendment A, numbered 2023-DR0001A, the Contract registered as 2023-DR0001 has been extended by one (1) year. As a result, the contract term will be that established in Amendment A and one (1) additional term of one (1) year, subject to mutual written agreement.

JMG
JMG

END OF DOCUMENT



Attachment C

COST FORM
Revised for Amendment B
Janitorial Services
CDBG-DR-IFB-2022-06

Community Development Block Grant – Disaster Recovery (CDBG-DR)/Mitigation (CDBG-MIT)
Puerto Rico Department of Housing

Name of Supplier: **Action Service Corp.**

WORR
WORR

Line Item	Estimated Hours	Units	Price Per Unit	Required Personnel	Total
Supervisor	2,500	Ea.	\$ 15.00	1	\$ 37,500.00
Janitor	1,500	Ea.	\$ 13.48	3	\$ 60,660.00

JMG
JMG

Line Item	Estimated Square Footage	Units	Price Per Square Foot	Total
Carpet Maintenance (1st Floor)	6,500	Ea.	\$ 0.08	\$ 520.00
Carpet Maintenance (2nd Floor)	21,000	Ea.	\$ 0.08	\$ 1,680.00
Carpet Maintenance (3rd Floor)	20,000	Ea.	\$ 0.08	\$ 1,600.00
Initial Cleaning (1st Floor) (one time task)	6,500	Ea.	\$ 0.10	\$ 650.00
Original Agreement Total				\$ 102,610.00

Amendment B

Line Item	Estimated Hours	Units	Price Per Unit	Required Personnel	Total
Janitor	1,500	Ea.	\$ 13.48	2	\$ 40,440.00
Amendment B Total					\$ 40,440.00

Grand Total (Original Agreement Total + Amendment B Total) **\$ 143,050.00**

Notes on Cost Form:

- (1) The price submitted by the Bidder shall include all expenses related to incidentals, taxes (if applicable), shipping/handling costs, delivery fees or any other administrative fee applicable to these type of services. The PRDOH will not cover any additional costs, only the unit price submitted will be taken into consideration.
- (2) The contract is expected to function as a not-to-exceed maximum amount from which services will be invoiced based on actual services acquired.
- (3) 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.
- (4) PRDOH will determine the amount of the allowance to be included in the Vendors contract. The amount of the allowance will cover the materials, tools, or equipment as identified in Section 9, Allowances, in the Scope of Work.

Supplier's Authorized Representative Signature

Date

21 NOV 2023

Supplier's Authorized Representative Printed Name

JMG
CEO
Action Service Corp.
Jose M. Garcia



ATTACHMENT F

CONTRACTOR CERTIFICATION ON REQUIREMENTS

ACTION SERVICE CORP

WRR
WRR

JMG
JMG

I. Contractor (or Subrecipient) Certification Requirement:

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

Action Service Corp Will not subcontract

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.

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: Departamento de Justicia, ACAA, OIG, Departamento de la Vivienda, Negociado de la Policía, Procuradora de la Mujer, AAA, Autoridad de los Puertos, Guardia Nacional, Departamento de Hacienda, Comisión Estatal de Elecciones.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.

WRR
WRR

JMG
JMG

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: José M. García

Position: CEO

Victor Serrano

Signature: [Signature]

Date: 29 Nov 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.