



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

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

Contract No. 2023-DR0001  
Amendment C Contract No. 2023-DR0001C



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This **AMENDMENT C** to the **AGREEMENT FOR JANITORIAL SERVICES** (**Amendment** or **Amendment C**) is entered into in San Juan, Puerto Rico, this 22 of February, 2024, 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 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 Barrio Monacillos Carr. 8838 Km. 1.7, Edificio 1700 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 Resolution dated June 29, 2021, by the CONTRACTOR.

#### I. RECITALS AND GENERAL AWARD INFORMATION

**WHEREAS**, on July 15, 2022, the PRDOH and the CONTRACTOR entered into an Agreement for Janitorial Services, registered under Contract No. 2023-DR0001, for a maximum amount not to exceed **one hundred two thousand six hundred ten dollars (\$102,610.00)**, ending on July 15, 2023 (**Agreement**).

**WHEREAS**, on June 26, 2023, the Agreement was modified by Amendment A, which was registered as Contract No. 2023-DR0001A. The amendment modified a few articles of the Agreement and replaced **Attachment F** (Contractor Certification). Two new attachments were incorporated into the Agreement: **Attachment G** (Non-Conflict of Interest Certification), and **Attachment H** (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion). The amount of the Agreement remained the same. The term of the agreement was extended for an additional twelve (**12**) months, ending on **July 15, 2024**.

**WHEREAS**, on December 5, 2023, the Agreement was modified by Amendment B, which was registered as Contract No. 2023-DR0001B. The amendment modified a few articles of the Agreement, including replacing the following attachments: **Attachment B** (Scope of Work), **Attachment C** (Cost form) to include the cost of the two (2) additional janitors, increasing the amount by **forty thousand four hundred forty dollars (\$40,440.00)**, **Attachment F** (Contractor Certification Requirement), and **Attachment G** (Non-Conflict of Interest Certification). **Attachment H** (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion) was removed from the Agreement. The amount of the Agreement was increased to a total of **one hundred forty-three thousand fifty dollars (\$143,050.00)**. The term of the Agreement remained the same.

**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 Parties intend 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.

**NOW, THEREFORE**, in consideration of the mutual promises and the terms and conditions set forth herein, the PRDOH and the CONTRACTOR agree as follows:

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**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.

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**III. SCOPE OF AMENDMENT**

The PRDOH has decided to amend the Agreement to increase its total amount by **sixty thousand one hundred five dollars (\$60,105.00)**, for a total of **two hundred three thousand one hundred fifty-five dollars (\$203,155.00)**, which includes the **five thousand dollars (\$5,000.00)** Allowance included in the Bid Board Resolution dated June 6, 2022. Therefore, to reflect these modifications, **Attachment C** (Cost Form) will be replaced. Lastly, revised copies of **Attachment F** (Contractor Certification) and **Attachment G** (Non-Conflict of Interest Certification) are also included in Amendment C.

**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 **TWO HUNDRED THREE THOUSAND ONE HUNDRED FIFTY-FIVE DOLLARS (\$203,155.00)** from Account Numbers: **mita12adm-doh-na 4190-10-000; r01a01adm-doh-na 4190-10-000; mita12adm-doh-na 4190-13-000; and r01a01adm-doh-na 4190-13-000.***

**B.** The Parties agree to replace **Article XVII. FORCE MAJEURE** as follows

*In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, pandemic officially declared by the Government of Puerto Rico, strike, labor dispute or unrest, embargo, war, insurrection or civil unrest, any Force Majeure including inclement weather, herein collectively referred to as Force Majeure during the term of this Agreement, neither the PRDOH nor the CONTRACTOR shall be liable to the other party for nonperformance during the conditions created by such event. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date.*

*The CONTRACTOR shall notify the PRDOH in writing as soon as possible, but in any event within **ten (10) business days** of the occurrence of the Force Majeure event and describe in reasonable detail the nature of the Force Majeure event, how the non-performance or delay relates to or arises from the Force Majeure event, its anticipated duration and any action taken to minimize its effect. The CONTRACTOR may be entitled to reasonable adjustments in schedules, among other measures, in the foregoing circumstances. If non-performance continues for more than **thirty (30) days**, without reasonable justification, the PRDOH may*

*terminate this Agreement immediately upon written notification to the CONTRACTOR.*

**C. Attachment C** (Cost Form) is hereto incorporated by reference into the Agreement and made part of the Agreement. The PRDOH has decided to amend the Agreement to increase its total amount by **sixty thousand one hundred five dollars (\$60,105.00)**, for a total of **two hundred three thousand one hundred fifty-five dollars (\$203,155.00)**, which includes the **five thousand dollars (\$5,000.00)** Allowance included in the Bid Board Resolution dated June 6, 2022. Therefore, to reflect these modifications, **Attachment C** (Cost Form) will be replaced. (**Attachment I** of this Amendment C).

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**D.** 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 II** of this Amendment C).

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**E.** 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 III** 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.

#### **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.

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**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/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 C 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 (Feb 22, 2024 21:03 AST)

William O. Rodríguez Rodríguez, Esq.  
Secretary

Jose M. Garcia  
Jose M. Garcia (Feb 22, 2024 16:12 AST)

José M. García Ramis  
CEO



**COST FORM**  
Revised for Amendment C  
CDBG-DR-IFB-2022-06  
Janitorial Services  
Community Development Block Grant – Disaster Recovery (CDBG-DR)/Mitigation (CDBG-MIT)  
Puerto Rico Department of Housing

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

Given the rates listed in this Cost Form, the entire amount to be invoiced for the Agreement, as amended, will not surpass the total of \$203,155.00

Line Item	Estimated Hours	Units	Price Per Unit	Required Personnel
Supervisor	2,500	Ea.	\$ 15.00	1
Janitor	1,500	Ea.	\$ 13.48	5

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

**Allowance (\$5,000.00)**

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) The amount of the allowance will cover the materials, tools, or equipment as identified in the Scope of Work.

**END OF DOCUMENT**

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# ATTACHMENT F

## CONTRACTOR CERTIFICATION REQUIREMENTS

### ACTION SERVICE CORP.

I. Contractor (or Subrecipient) Certification Requirement:

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

Action Service Corp. Will not Subcontract.

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

<sup>1</sup> As used herein, the term "contract" is inclusive of any amendments, modifications, or extensions.  
<sup>2</sup> For purposes of this Certification, a contractor's "owner" shall mean any person or entity with more than a ten percent (10%) ownership interest in the Contractor.  
<sup>3</sup> As used herein, the term "contract" is inclusive of any amendments, modifications, or extensions.

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, Negociado de la policia, OIG, AAA, Departamento de Hacienda, CEE, Procuradora de la Mujer, Departamento de la Vivienda, Autoridad de los Puertos<sup>4</sup> 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.

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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.

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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: Josi M. Garcia

Position: CEO

Signature: 

Date: 1 February 2020

<sup>4</sup> 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.



# ATTACHMENT G

## NON-CONFLICT OF INTEREST CERTIFICATION

### ACTION SERVICE CORP.

The CONTRACTOR certifies that:

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1. No public servant of this executive agency has a pecuniary interest in this contract, subrecipient agreement, purchase, or commercial transaction.

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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.

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."

Signature 

2/1/2024  
Date

Jose M. Garcia Ramis  
Printed Name

CEO  
Position